City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, April 27, 2021

6:00 PM

Cocoa City Council Chambers

City Council

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 21-302 Approve the Agenda for the Regular meeting of April 27, 2021, as presented or with amendments.

Attachments: 04-27-2021 Short Agenda ADA.pdf

MINUTES:

II.2 21-247 Approve the Minutes for the Regular meeting of March 23, 2021, as written or with amendments.

Attachments: 03-23-2021 MinutesADA.pdf
EXHIBITS A & B- RU-2-10 and C-C.pdf
EXHIBIT C- Rezone and FLUM.pdf
EXHIBIT D-915 Florida Ave. (Villas) presentation.pdf

III. AWARDS AND PRESENTATIONS:

III.1 21-322 Reading of Amanda Gorman's "The Hill We Climb" by Kyah Coleman, Cocoa High School class of 2021. (Councilmember Koss)

III.2 21-304 Proclamation: "Proclaiming Friday, April 30, 2021 as Arbor Day". (Community Services Director)

Attachments: Arbor Day 2021.pdf

III.3 21-325 Certificate of Recognition for "The Tulip Restaurant & Lounge" in recognition of their 40th Anniversary of Business in the City of Cocoa. (Councilmember Dyal)

Attachments: The Tulip Restaurant & Lounge.pdf

III.4 21-287 Update by Cocoa Rotary on special events. (Cocoa Rotary)

III.5 21-303 Presentation by EFSC Provost Sibley. (Councilmember Koss)

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 21-263 Approve Change Order #1 to Purchase Order 77774 with Insituform Technologies, LLC to Provide Additional Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers, Project No. WS0904. Approve a Resolution Amending the FY21 Budget, BAF#20-070-T. (Utilities Director)

Attachments:
- City of Cocoa - CO 1 - FY21 Lining Project.pdf
- City of Daytona Authorization.pdf
- City of Daytona Beach Insituform Contract #0118-2600 Effective 2-6-19 to 2-5-2
- City of Daytona Beach Insituform Contract #0118-2600 Renewal 2-6-20 to 2-5-2
- City of Daytona Beach Insituform Contract #0118-2600 Renewal 2-6-21 to 2-5-2
- City of Daytona Beach Insituform Contract Pricing #0118-2600.pdf
- E-Verify Contractor Affidavit Contract No. 0118-2600 (Insituform).pdf
- Insituform COI Exp 7-1-21.pdf
- Standard Form for New Piggyback Contract No. 0118-2600 (Insituform).pdf
- Budget Resolution FY 2021- ADA Compliant.docx
- BAF 21-070-T-UT-Project Transfer to WS0904 (04-27-21) Agenda 21-263.pdf

V.2 21-266 Authorizing Staff to submit Renewal of Consumptive Use Water Permit (CUP) #50245 with St. Johns River Water Management District; In furtherance of the professional services required by the City to renew the CUP, Approve Task Order 2021-19 with Water Resource Associates for Consulting Professional Services to Assist the City of Cocoa with the Renewal of the Consumptive Use Permit (CUP) #50245; Approve de la Parte & Gilbert, P.A. as Special Counsel subconsultant for CUP Renewal Through the City Attorney's Agreement, by Exemption to Competitive Bid; and Authorizing the City Manager to approve and contract with Other Consultants as deemed necessary to support the CUP Renewal. (Utilities Director)

Attachments:
- TO-WRA 2021-19 $84,550 - UT-ADMIN.pdf
- PROPOSAL.pdf
- NEGOTIATED AGREEMENT WITH 2021 RATE SCHEDULE.pdf
- WRA COI - Exp 5-31-21.pdf
- TRACK SHEET.xlsx
- DG - Cocoa Permit Engagement Letter.PDF
- ECP_DE LA PARTE_$50,000_UT_ADMIN.pdf

V.3 21-269 Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase from CST Industries, Inc. of Conroe, Texas, to Replace the Aluminum Dome Cover Parts for Both Sulfureator Tanks at the Wewahootee Water Treatment Plant; To Approve a Resolution Amending the FY2021 Budget; BAF #21-059-A. (Utilities Director)

Attachments:
- Res Sole Source - Sulfureators.doc
- ECP - CST Industries - $162,842 - UT-Dyal .pdf
- SoleSourceLetter.pdf
- Budget Resolution - Sulfureators - CST Industries.docx
- BAF-21-059-A-UT-Repair Sulfureators Roof and Walls (4.27.21)-Agenda 21-26
- COI.pdf
- 146955 Wewahootie WTPV4 Parts-Install.pdf

V.4 21-273 Council approval to apply as necessary for two types of grants through the Florida Fish and Wildlife Conservation Commission for the removal of eligible derelict vessels. Authorize the City Manager to administer the grant process. (Public Works Director)

Attachments:
- dv-grant-application.pdf
- dv-grant-guidelines.pdf
- NWC Boat Removal - Internal Application (Corrected).pdf

V.5 21-301 Approve a Resolution Amending the FY 2021 Budget, BAF # 21-068-A, for the Mid-Year, Budget Review and Cleanup, Through the use of Fund Balance Reserves, Contingency and Transfers between Object Classifications, within each Fund. (Finance Director)

Attachments: Budget Resolution FY 2021- ADA Compliant.docx
BAF 21-068-A-FN-Mid Year Cleanup (04-27-21) Agenda 21-301.pdf
FY21 Budget Adjustment Tracking Sheet .pdf

V.6 21-306 Approval of Resolution No. 2021-25, Adopting “Starship Drive, Calypso Way, Hyperion Way, Gemini Place, Cressida Lane, Cocoa Landing Way and Proteus Lane” as Street Names for the Arbors at Cocoa Landing Apartment project. (Community Services Director)

Attachments: Resolution 2021-25 Approving Street Names Starship Drive and others for Arbo Street Locations - Arbours at Cocoa Landing (3-9-21).pdf

MULTI-YEAR CONTRACTS:

V.7 21-254 Approve the first amendment to Purchase Agreement with Underwater Engineering Services, Inc., C&D Construction Inc., Rush Marine LLC, and TSI Disaster Recovery LLC for Marine Construction Services (RFQ 18-15-COC). Authorize the City Manager to sign the first amendment effective June 22, 2021 through June 21, 2022. Authorize the City Manager to sign the second and final amendment effective June 22, 2022 through June 21, 2023. (Public Works Director)

Attachments: Q-18-15-COC Vendor Signed C&D.pdf
Q-18-15-COC Vendor Signed Rush.pdf
Q-18-15-COC Vendor Signed TSI.pdf
Q-18-15-COC Vendor Signed Underwater.pdf
RFQ-18-15-COC AGREEMENT - C&D.pdf
RFQ-18-15-COC AGREEMENT - RUSH.pdf
RFQ-18-15-COC AGREEMENT - TSI.pdf
RFQ-18-15-COC AGREEMENT - UNDERWATER ENGIN..pdf

V.8 21-270

Approve Participation in a Cooperative Purchase Agreement with Vortex Services, LLC, Houston, Texas, to Provide Rehabilitation Services to the Existing Sulfuraetors at the Wewahootee Water Treatment Plant Utilizing Houston-Galveston Area Council National Cooperative Purchasing Contract 018-00382 Effective July 1, 2018 through June 30, 2021 in the amount of $197,950; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $19,795 (approximately 10%) for a Project Total of $217,745, Project No. WS21WS; To Approve a Resolution Amending the FY2021 Budget; BAF # 21-071-A. (Utilities Director)

Attachments:
- FULLY EXECUTED_Standard Form for New Piggyback Contract No. H-GAC_0
- City of Cocoa -Sulfureator Quote Vortex (HGAC) R2 032521.pdf
- Original HGAC Agreement 12-13-11 (002).pdf
- Vortex Companies Updated Contract - June 2018 (003).pdf
- Res Proj Contingency - Sulfureators.doc
- Budget Resolution - Sulfureators - Vortex.docx
- BAF 21-071-A-UT-Vortex Sulfureator Repair (04-27-2021) Agenda 21-270.pdf
- Vortex Services COI EXP 12.11.21.pdf

V.9 21-286

Approve a Multi-Year Contract with GARDA CL Southeast, Inc. for Armored Car Service and Authorize the City Manager to Sign the Contract. (Finance Director)

Attachments:
- City of Cocoa-GARDA contract 12479.pdf
- Purchase Order 77299 FY21.pdf
- GARDA Amendment FY21.pdf

V.10 21-290

To Approve First Amendment to the Multi-Year Premier Power Services Contract between the City of Cocoa and Duke Energy Florida, LLC. (Utilities Director)

Attachments:
- 02_26_2020 Premier Power Service Contract - executed.pdf
- City of Cocoa - Premier Power Service Contract - First Amendment (02.12.2021

V.11 21-319 Approve Multi-Year contract with Five9 in conjunction with Multi-Year contract with Verteks Consulting Inc. for the Utility Customer Service Call Center Platform. Utilize Standardization Purchase to exempt from Competitive Purchase. Authorize City Manager to sign and execute each contract. (Finance Director)

Attachments:
- Five9 Quote_6 2021 - 9 2026.pdf
- Verteks Quote 2021-2026.pdf
- Verteks - Five9 Agenda Item 2018.pdf
- Telecommunications Agreement.pdf
- ECP_Five 9_2021.pdf
- ECP_Verteks Consulting_Mitel Annual Maintenance_2021.pdf

VI. PUBLIC HEARINGS:

VII. COUNCIL BUSINESS:

VII.1 21-299 Seek Council approval to waive fees associated with renting the Porcher House for the Cocoa High School Chorus special graduation recognition program on Saturday, May 15, 2021. (Assistant to the CM/Public Information Officer)

VII.2 21-315 Approval of Resolution No. 2021-033, Adopting “Jim Wallen Park” as the Park Name for Circle Park. (Councilmember Hearn)

Attachments:
- Resolution 2021- Renaming Circle Park to Jim Wallen Park.docx
- Location Map - Jim Wallen Park.pdf

VII.3 21-321 Consider the Appointments of Ronald Deel, Diana Robinson, and Jonathan Templeton as members to the Sustainability Advisory Board and the Reappointments of Paige Horr, Kristina Jackson, and Linda Gombert to the Sustainability Advisory Board. (Administrative Services Director)

Attachments:
- Board Application-Deel.pdf
- Board Application-Robinson.pdf
- Board Application-Templeton.pdf
- Board Application_ Horr.pdf
- Horr-Intent for Reappointment Cocoa SAB.pdf
- Jackson Board Application for reappt.pdf
- Gombert Reappointment application.pdf
- Sustainability Advisory Board Roster.pdf

VIII. CITY BUSINESS:

VIII.1 21-284 Approval of the re-platting of a portion of a Final Subdivision known as Summer Breeze Plantation, which shall be known as Summer Breeze Plantation Phase Two, in accordance with Appendix A Zoning, Chapter 18, of the City of Cocoa Code, with conditions. (Community Services Director)

Attachments: FINAL PLAT - SUMMER BREEZE PLANTATION PHASE TWO 42764.pdf
Original (recorded) plat - Summer Breeze 00600064.pdf
Title Opinion (2nd draft).pdf

IX. INFORMATIONAL AGENDA:

IX.1 21-280 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2020 to 3/31/2021.(Finance Director)

Attachments: PO Monthy Report to City Council 10.01.20 thru 3.31.21.pdf

IX.2 21-295 In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)

Attachments: CM-Change Orders 3-31-21.pdf

IX.3 21-296 FY 2021 Budget Adjustment Report. (Finance Director)

Attachments: March FY 2021 EXPENSE Budget Tracking Worksheet.pdf
March FY 2021 REVENUE Budget Tracking Worksheet.pdf

IX.4 21-297 In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)

Attachments: Budget By Classification Report - March 2021.pdf

X. REPORTS:

XI. ADJOURNMENT

XII. NOTICE TO THE PUBLIC:

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

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

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

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

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

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

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

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

Legislation Details (With Text)

File #:	21-302	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	4/13/2021			**In control:**	City Council
On agenda:	4/27/2021			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of April 27, 2021, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	04-27-2021 Short Agenda ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 13, 2021
Agenda Date: April 27, 2021
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of April 27, 2021, as presented or with amendments.

BACKGROUND:

The City Council approves its agenda for all regular meetings before such meetings.

STRATEGIC PLAN CONNECTION:

na

BUDGETARY IMPACT:

na

PREVIOUS ACTION:

na

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of April 27, 2021, as presented or with amendments.

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Agenda
City of Cocoa
Regular Meeting of The City Council

Date: April 27, 2021
Time: 6:00 pm
Location: 65 Stone Street Cocoa, FL 32922

I. Opening Matters:

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

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of April 27, 2021 (21-302)

2. Minutes: (a) Regular Meeting of March 23, 2021 (21-247)

III. Awards and Presentations:

1. Reading of Amanda Gorman's "The Hill We Climb" by Kyah Coleman, Cocoa High School class of 2021. (21-322). (Councilmember Koss)

2. Proclamation: "Proclaiming Friday, April 30, 2021 as Arbor Day". (21-304). (Community Services Director)

3. Certificate of Recognition for "The Tulip Restaurant & Lounge" in recognition of their 40th Anniversary of Business in the City of Cocoa. (21-325) (Councilmember Dyal)

4. Update by Cocoa Rotary on special events. (21-287). (Cocoa Rotary)

5. Presentation by EFSC Provost Sibley. (21-303). (Councilmember Koss)

IV. Delegations:

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

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

V. Consent Agenda:

(A) General Consent Items:

1. Approve Change Order #1 to Purchase Order 77774 with Insituform Technologies, LLC to Provide Additional Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers, Project No. WS0904. Approve a Resolution Amending the FY21 Budget, BAF#20-070-T. (21-263). (Utilities Director)

2. Authorizing Staff to submit Renewal of Consumptive Use Water Permit (CUP) #50245 with St. Johns River Water Management District; In furtherance of the professional services required by the City to renew the CUP, Approve Task Order 2021-19 with Water Resource Associates for Consulting Professional Services to Assist the City of Cocoa with the Renewal of the Consumptive Use Permit (CUP) #50245; Approve de la Parte & Gilbert, P.A. as Special Counsel subconsultant for CUP Renewal Through the City Attorney's Agreement, by Exemption to Competitive Bid; and Authorizing the City Manager to approve and contract with Other Consultants as deemed necessary to support the CUP Renewal. (21-266). (Utilities Director)

3. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase from CST Industries, Inc. of Conroe, Texas, to Replace the Aluminum Dome Cover Parts for Both Sulfureator Tanks at the Wewahootee Water Treatment Plant; To Approve a Resolution Amending the FY2021 Budget; BAF #21-059-A. (21-269). (Utilities Director)

4. Council approval to apply as necessary for two types of grants through the Florida Fish and Wildlife Conservation Commission for the removal of eligible derelict vessels. Authorize the City Manager to administer the grant process. (21-273). (Public Works Director)

5. Approve a Resolution Amending the FY 2021 Budget, BAF # 21-068-A, for the Mid-Year, Budget Review and Cleanup, Through the use of Fund Balance Reserves, Contingency and Transfers between Object Classifications, within each Fund. (21-301). (Finance Director)

6. Approval of Resolution No. 2021-25, Adopting “Starship Drive, Calypso Way, Hyperion Way, Gemini Place, Cressida Lane, Cocoa Landing Way and Proteus Lane” as Street Names for the Arbors at Cocoa Landing Apartment project. (21-306). (Community Services Director)

(B) Multi-Year Contracts:

7. Approve the first amendment to Purchase Agreement with Underwater Engineering Services, Inc., C&D Construction Inc., Rush Marine LLC, and TSI Disaster Recovery LLC for Marine Construction Services (RFQ 18-15-COC). Authorize the City Manager to sign the first amendment effective June 22, 2021 through June 21, 2022. Authorize the City Manager to sign the second and final amendment effective June 22, 2022 through June 21, 2023. (21-254). (Public Works Director)

8. Approve Participation in a Cooperative Purchase Agreement with Vortex Services, LLC, Houston, Texas, to Provide Rehabilitation Services to the Existing Sulfuraetors at the Wewahootee Water Treatment Plant Utilizing Houston-Galveston Area Council National Cooperative Purchasing Contract 018-00382 Effective July 1, 2018 through June 30, 2021 in the amount of $197,950; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $19,795 (approximately 10%) for a Project Total of $217,745, Project No. WS21WS; To Approve a Resolution Amending the FY2021 Budget; BAF # 21-071-A. (21-270). (Utilities Director)

9. Approve a Multi-Year Contract with GARDA CL Southeast, Inc. for Armored Car Service and Authorize the City Manager to Sign the Contract. (21-286). (Finance Director)

10. Approve First Amendment to the Multi-Year Premier Power Services Contract between the City of Cocoa and Duke Energy Florida, LLC. (21-290). (Utilities Director)

11. Approve Multi-Year contract with Five9 in conjunction with Multi-Year contract with Verteks Consulting Inc. for the Utility Customer Service Call Center Platform. Utilize Standardization Purchase to exempt from Competitive Purchase. Authorize City Manager to sign and execute each contract. (21-319). (Finance Director)

VI. Public Hearings:

None.

VII. Council Business:

1. Seek Council approval to waive fees associated with renting the Porcher House for the Cocoa High School Chorus special graduation recognition program on Saturday, May 15, 2021. (21-299). (Assistant to the CM/Public Information Officer)

2. Approval of Resolution No. 2021-033, Adopting “Jim Wallen Park” as the Park Name for Circle Park. (21-315). (Councilmember Hearn)

3. Consider the Appointments of Ronald Deel, Diana Robinson, and Jonathan Templeton as members to the Sustainability Advisory Board and the Reappointments of Paige Horr, Kristina Jackson, and Linda Gombert to the Sustainability Advisory Board. (21-321). (Administrative Services Director)

VIII. City Business:

1. Approval of the re-platting of a portion of a Final Subdivision known as Summer Breeze Plantation, which shall be known as Summer Breeze Plantation Phase Two, in accordance with Appendix A Zoning, Chapter 18, of the City of Cocoa Code, with conditions. (21-284). (Community Services Director)

Multi-Year Contracts:

None.

IX. Informational Agenda:

1. Review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2020 to 3/31/2021. (21-280). (Finance Director)

2. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (21-295). (Finance Director)

3. FY 2021 Budget Adjustment Report. (21-296). (Finance Director)

4. Data showing the relation between the estimated and actual income and expenses to date. (21-297). (Finance Director)

X. Reports:

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

XI. Adjournment:

XII. Notice To The Public:

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(1) https://tinyurl.com/s5e875r or

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

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Legislation Details (With Text)

File #:	21-247	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	3/17/2021			**In control:**	City Council
On agenda:	4/27/2021			**Final action:**	
Title:	Approve the Minutes for the Regular meeting of March 23, 2021, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	03-23-2021 MinutesADA.pdf EXHIBITS A & B- RU-2-10 and C-C.pdf EXHIBIT C- Rezone and FLUM.pdf EXHIBIT D-915 Florida Ave. (Villas) presentation.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 17, 2021
Agenda Date: April 27, 2021
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes for the Regular meeting of March 23, 2021, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes for the Regular meeting of March 23, 2021, as written or with amendments.

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MINUTES
City of Cocoa
Regular Meeting of The City Council

March 23, 2021

A Regular City Council Meeting was held on Tuesday, March 23, 2021, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Blake called the meeting to order at 6:01 p.m.

Mr. Fred Howell provided the invocation and Mr. Greg Stoll led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

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

OTHER STAFF MEMBERS PRESENT:

Matthew Fuhrer, Assistant City Manager; Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; John Hankins, Interim Chief of Police; Jonathan Lamm, Fire Chief; Bryant Smith, Public Works Director; Rebecca Bowman, Finance Director; Nancy Bunt, Community Services Director; Trevor Roth, Helpdesk Support Tech; Rob Beach, Chief Technology Officer; Dodie Selig, Planning Manager; and Samantha Senger, Assistant to the City Manager/PR Specialist.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of March 23, 2021 (21-227)

2. Minutes: (a) District 1 Town Hall Meeting of February 16, 2021 (21-212)
(b) Regular Meeting of February 23, 2021 (21-228)

* **MOTION by Councilmember Koss; Seconded by Deputy Mayor Goins, to approve the Agenda as presented for the regular meeting of March 23, 2021.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

* **MOTION by Deputy Mayor Goins; Seconded by Councilmember Koss, to approve the Minutes for the District 1 Town Hall Meeting of February 16, 2021 and the Regular Meeting of February 23, 2021 as written.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. Certificate of Recognition to Fred Howell. (21-237). (Councilmember Dyal)

Councilmember Dyal provided a brief history of Mr. Fred Howell and Deputy Mayor Goins presented Mr. Howell with a Certificate of Appreciation for all of the time and dedication he has given to the youth of the City of Cocoa.

Mayor Blake also spoke in appreciation of Mr. Howell.

IV. Delegations:

Larry Sinclair, 1052 Mitchell St., Cocoa, Florida, mentioned the Florida today article that had slandering remarks about him and BACRAP. He stated that he has given the City more than statutory notice and requests that the City write an apology and they have yet to do so. If an apology is not given by the next Council meeting, Attorney Garganese, Mr. Fuhrer, and staff will be served another lawsuit. In regards to the FBI investigation, he requests that Mr. Fuhrer provide names and addresses to the public. He will not leave this city with a cloud overhead.

Mr. Sinclair further spoke of events at the Joe Lee Smith Center sponsored by the City with both Deputy Mayor Goins and his sister's names on them. He has spoken with Brevard Parks and Rec and this is a mortgage/wealth workshop. The two

individuals featured are being sued for defrauding a Cocoa resident. He is appalled that the City would sponsor this and that the facility is given to councilmembers free of use.

Mayor Blake advised that about two council meetings ago the topic of the FBI investigation arose and there were employees named in that suit. He confirmed with the City Manager that there have been no questions in regards to that and he wants to know how this cloud could be removed, and what can be done. He asked that this be brought back to the next meeting for discussion.

Roberta Naylor, 1306 Moss Lane, Cocoa, requested an update on a code case. Interim Chief Hankins advised that she had spoken with Commander Dovale and that Code went by and took photos. She confirmed that was correct and that they also spoke with her neighbor. Interim Chief Hankins assured her that they would keep in contact with her. She thanked him.

V. Consent Agenda:

(A) General Consent Items:

1. Staff recommends approval for the adoption of Lee Wenner Park, Provost Park, Dr. Joe Lee Smith Park and SR 524 by various volunteer organizations through the Keep Brevard Beautiful Program. (21-163). (Public Works Director)

2. Approval to issue a temporary permit to reserve a portion of either the T-Dock or Day-Slips for Oceanik.US, Inc. to use for overnight and weekend storage of a vessel for repair work related to the waterway channel fender system on the SR 520 bridge in the Indian River. (21-167). (Public Works Director)

3. Approve the 2021 Fee Schedule under Amendment #7 with Water Resource Associates (WRA), Tampa, Florida, effective October 1, 2020 through September 30, 2021. (21-198). (Utilities Director)

4. Approve a Resolution Amending the FY21 Budget, BAF# 21-057-A, re-classing the revenue account to grant funding, and not through the use of Fund Balance Reserves, and providing additional budget, for the allocation of a portion of the funds, to Administrative Costs. (21-223). (Finance Director)

(B) Multi-Year Contracts:

5. Approve the First Amendment to Purchase Agreement to RFQ-18-10-COC, Continuing Service Agreements with Carollo Engineers, Inc., for Engineering

Services for Wastewater Collection, Treatment, and Disposal Systems. (21-207). (Utilities Director)

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

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

1. Pass on 1st Reading: Ordinance 02-2021, of the City Council of the City of Cocoa, Brevard County, Florida; amending Appendix A, Zoning, Article XI, Sections 4A, 5 and 6 of the Zoning Ordinance of the City of Cocoa; limiting the future application of the RU-2-10 zoning district and the regulations therein pertaining to the construction of Single-Family Dwellings; providing for the repeal of prior inconsistent ordinances and resolutions, incorporation into the Code, severability, and an effective date. (21-201). (Community Services Director)

Attorney Garganese read Ordinance No. 02-2021 into the record by title only as follows. He advised this was the first reading of the ordinance.

ORDINANCE NO. 02-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTIONS 4A, 5 AND 6 OF THE ZONING ORDINANCE OF THE CITY OF COCOA; LIMITING THE FUTURE APPLICATION OF THE RU-2-10 ZONING DISTRICT AND THE REGULATIONS THEREIN PERTAINING TO THE CONSTRUCTION OF SINGLE-FAMILY DWELLINGS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Selig provided a presentation[1] and pointed out that some of the issues within the current code are being cleaned up by this ordinance.

A map was shown which explains the zoning districts and she explained that a zoning comparison and setbacks analysis was done as well.

[1] EXHIBIT A: Zoning Text Amendment: RU-2-10

She provided staff's recommendation and Mayor Blake added that this was approved by the Planning & Zoning Board on March 3, 2021.

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

* **MOTION by Councilmember Dyal; Seconded by Councilmember Hearn, to approve Ordinance No. 02-2021 on First Reading: amending Appendix A, Zoning, Article XI, Sections 4A, 5 and 6 of the Zoning Ordinance of the City of Cocoa; limiting the future application of the RU-2-10 zoning district and the regulations therein pertaining to the construction of Single-Family Dwellings; providing for the repeal of prior inconsistent ordinances and resolutions, incorporation into the Code, severability, and an effective date.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Pass on 1st Reading: Ordinance 04-2021, of the City Council of the City of Cocoa, Brevard County, Florida; amending Appendix A, Article XI, Sections 18 and 22 of the Zoning Ordinance of the City of Cocoa; allowing townhouses and single-family homes as a Special Exception use within the Core Commercial district and certain sub-districts of the Cocoa Waterfront Overlay District; amending the Waterfront Overlay Regulating Plan to allow for House building types on certain properties within the Cocoa Waterfront Overlay District; providing for the repeal of prior inconsistent ordinances and resolutions, incorporation into the code, severability, and an effective date. (21-205). (Community Services Director)

Attorney Garganese read Ordinance No. 04-2021 into the record by title only as follows. He advised this was the first reading of the ordinance.

ORDINANCE NO. 04-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTIONS 18 AND 22 OF THE ZONING ORDINANCE OF THE CITY OF COCOA; ALLOWING TOWNHOUSES AND SINGLE-FAMILY HOMES AS A SPECIAL EXCEPTION USE WITHIN THE CORE COMMERCIAL AND CERTAIN SUBDISTRICTS OF THE COCOA WATERFRONT OVERLAY DISTRICT; AMENDING THE WATERFRONT OVERLAY REGULATING PLAN TO ALLOW FOR HOUSE BUILDING TYPES ON CERTAIN PROPERTIES WITHIN THE COCOA WATERFRONT OVERLAY DISTRICT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT

ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Selig provided a presentation[2] on this ordinance and noted that staff would like to allow for the possibility of construction of townhouses, single-family homes and duplexes under the C-C, Core Commercial zoning district regulations, specifically as a Special Exception use. These are currently prohibited uses in this district.

She showed a map of the core commercial zoning district as well as the downtown area.

She further noted the amendments to the C-C and CWOD and pointed out staff's recommendation.

Mayor Blake added that this would increase the population in District 1.

Mayor Blake opened the hearing to the public.

Jim Strickland, 10 South Street, Cocoa, asked what the new building type would be. It was noted single family and town homes. Ms. Selig advised it is not the use but the form of the structure that this ordinance is referring to.

There being no further response, the public portion of the hearing was closed.

* **MOTION by Deputy Mayor Goins; Seconded by Councilmember Koss, to approve Ordinance No. 04-2021 on First Reading, amending Appendix A, Article XI, Sections 18 and 22 of the Zoning Ordinance of the City of Cocoa; allowing townhouses and single-family homes as a Special Exception use within the Core Commercial district and certain sub-districts of the Cocoa Waterfront Overlay District; amending the Waterfront Overlay Regulating Plan to allow for House building types on certain properties within the Cocoa Waterfront Overlay District; providing for the repeal of prior inconsistent ordinances and resolutions, incorporation into the code, severability, and an effective date.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Pass on 1st Reading: Ordinance 06-2021, a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXII, changing the Zoning Map designation of a 9.33 acre portion of three (3) parcels of land located south of the intersection of

[2] EXHIBIT B: Zoning Text Amendment: C-C & CWOD

SR524 and London Blvd. from RU-2-10 (Low-Density Single-Family and Multiple-Family District) to RU-2-15 (Multiple-Family Dwelling District). (21-215). (Community Services Director)

Ms. Bunt explained that RU-2-10 zoning district was created to apply only to those parcels included in the Heart of Cocoa Consent Decree area which is limited to a physical location adjacent to Cocoa Village. It is not intended to be applied to properties in other areas of the city.

Therefore, staff is bringing forth this rezoning action in order to redress this inconsistency and apply the same zoning district to the entirety of the three parcels containing fragments of this last remaining RU-2-10 zoning outside the Consent Decree area.

Attorney Garganese read Ordinance No. 06-2021 into the record by title only as follows. He advised this was the first reading of the ordinance.

ORDINANCE NO. 06-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE ZONING MAP DESIGNATION OF A 9.33 ACRE PORTION, MORE OR LESS, OF THREE (3) PARCELS OF REAL PROPERTY, LOCATED SOUTH OF THE INTERSECTION OF STATE ROAD 524 AND LONDON BOULEVARD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM RU-2-10 (LOW-DENSITY SINGLE-FAMILY AND MULTIPLE-FAMILY DISTRICT) TO RU-2-15 (MULTIPLE-FAMILY DWELLING DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Selig provided a presentation[3] and reiterated the inconsistencies and noted what they were proposing which is medium density residential. A location map of the area was shown.

Mayor Blake opened the hearing to the public.

Greg Stoll, 2203 Salem Drive, Cocoa, advised this was one parcel with a certain zoning and the developer changed it to three. It will affect the local area.

There being no further response, the public portion of the hearing was closed.

* **MOTION by Councilmember Dyal; Seconded by Mayor Blake, to approve Ordinance No. 06-2021 on First Reading, a Zoning Map Amendment**

[3] EXHIBIT C: Zoning Map Amendment

consistent with Appendix A, Zoning, Article XXII, changing the Zoning Map designation of a 9.33 acre portion of three (3) parcels of land located south of the intersection of SR524 and London Blvd. from RU-2-10 (Low-Density Single-Family and Multiple-Family District) to RU-2-15 (Multiple-Family Dwelling District).

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Pass on 1st Reading: Ordinance 05-2021, a Future Land Use Map (FLUM) Amendment consistent with Florida Statute Chapter 163, for a City initiated request to change the Future Land Use Map designation of a portion of one (1) parcel from City of Cocoa “Low Density Residential” to City of Cocoa “Medium Density Residential”. (21-232). (Community Services Director)

Attorney Garganese read Ordinance No. 05-2021 into the record by title only as follows. He advised this was the first reading of the ordinance. This parcel has an issue where the future land use is inconsistent with the zoning.

ORDINANCE NO. 05-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR A 7.61 ACRE PORTION, MORE OR LESS, OF ONE (1) PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA LOCATED SOUTH OF THE INTERSECTION OF STATE ROAD 524 AND LONDON BOULEVARD, BEING LEGALLY DESCRIBED ON EXHIBIT “A” ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION OF THE REAL PROPERTY FROM LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

Mayor Blake opened the hearing to the public.

Greg Stoll, 2203 Salem Drive, Cocoa, mentioned that the future land use does not match what is on the zoning map, so the map should match the future land use. A lot of work was put into this so they should match.

There being no further response, the public portion of the hearing was closed.

* **MOTION by Councilmember Dyal; Seconded by Mayor Blake, to approve Ordinance No. 05-2021 on First Reading, a Future Land Use Map (FLUM) Amendment consistent with Florida Statute Chapter 163, for a City initiated request to change the Future Land Use Map designation of a portion of one (1) parcel from City of Cocoa "Low Density Residential" to City of Cocoa "Medium Density Residential".**

Councilmember Koss asked when the future land use was determined. In response, Ms. Selig advised that the previous project proposed for the property in 2007/2008 was townhomes and the density was not an issue but the zoning worked. As they reviewed the current proposal, they realized the inconsistency, it has the zoning but is inconsistent with its own future land use. That is being corrected.

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. Council Business:

1. Staff is seeking Council direction on the future of the July 4th celebration in Riverfront Park for 2021. (21-217). (Assistant to the City Manager/Public Information Officer)

Ms. Senger advised that at the last council meeting under reports she asked for direction regarding the July 4th event in Cocoa Village. She recapped the discussion and mentioned that is one of the largest events hosted by the City and usually attracts around 10,000 people. She explained what was being proposed and assured council that staff has researched options in order to incorporate CDC guidelines.

One option is the POD system and she explained how this would work and that the pods would be socially distanced.

They could move forward with holding the event with safety precautions or they could not host the event again this year.

Councilmember Dyal asked if the numbers go down before the 4th of July would it still be held and asked how the crowd would be controlled in other areas of the Village. In response, Ms. Senger advised that they would work with the police department to keep areas cleared out but pointed out that some of the facilities are not the city's however, they will do their best to control the crowd.

Councilmember Hearn was in favor of safety protocols but was concerned with the fair distribution of pods. In response, Ms. Senger noted that Rockledge helps pay for a portion of the fireworks. He would like both Cocoa and Rockledge to have first priority.

* **MOTION by Councilmember Hearn; Seconded by Mayor Blake, to approve Option #2, which is to move forward holding the July 4th event with the safety precautions in place in order to help ensure that attendees stay safe at the event.**

Councilmember Dyal asked if the orchestra would have VIP seating. Ms. Senger noted they were not doing it this year.

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Consider the Appointment of Jennifer Kenny as a member of the Sustainability Advisory Board. (21-229). (Administrative Services Director)

Mr. Larry Sinclair, 1052 Mitchell St., Cocoa, stated that he has a problem with this appointment and that the board was being stacked by a councilmember. There was a plan and he thought that board was to be used to bring back sustainable issues to the Council. There was a person that resigned less than a year ago due to issues on the board. He reiterated that this applicant should not be appointed.

Councilmember Koss noted that those were absurd allegations about the board and that she has not spoken with Jennifer Kenny but knows that she is very intelligent and has been involved with the City for a number of years.

* **MOTION by Councilmember Koss; Seconded by Deputy Mayor Goins, to approve the appointment of Jennifer Kenny as a member of the Sustainability Advisory Board.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Consider the Appointment of the current Alternate member Sharri Scott as a Regular Member and new applicant Demetrius Thomas as 1st Alternate member to the Code Enforcement Board. (21-230). (Administrative Services Director)

* **MOTION by Deputy Mayor Goins; Seconded by Councilmember Hearn, to approve the Appointment of the current Alternate member Sharri Scott as a Regular Member and new applicant Demetrius Thomas as 1st Alternate member to the Code Enforcement Board.**

Councilmember Koss pointed out that both of these candidates were results of the Citizens Academy and Ms. Scott has valuable experience that will be an asset to the board.

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Consider the adoption of a Resolution supporting SB 334 & HB 239 which grants Cities and Counties the ability to provide smoke-free zones or designated smoking areas in public parks. (21-231). (City Manager)

City Manager Whitten advised that this was a Home Rule item that came up due to the legislative session.

* **MOTION by Councilmember Hearn; Seconded by Councilmember Koss, to approve the item.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Council Direction on The Villas of Cocoa Village for the redevelopment of 915 Florida Avenue (also known as the former location of the Oaks Mobile Home Park). (21-250). (Community Services Director)

Mayor Blake spoke in regards to this item and stated that he was a believer in getting the highest and best use of the property and going vertical if possible. He felt that a service parking or garage to offset the deficiency of free public parking in the downtown area would be nice.

Ms. Bunt provided a presentation[4] with a brief overview of 915 Florida Avenue. She reviewed the development agreement requirements, provided a timeline and explained that this was discussed at the City Council Workshop held on February 1, 2021. She added that a letter was received today from their attorney.

Jeri Blanco, Ivy Drive, Cocoa, was in support of the Villas of Cocoa Village. She was understanding that the city was considering an RFP and during the tenure of

[4] EXHIBIT D: 915 Florida Avenue presentation

the former mayor the property in question had other interested parties willing to develop. Her concern was that the city had an agreement for the development which was accepted by the city. This would be urban development and would offset it from others in the county. The potential of this city has never been fully utilized and hoped that the decision does not undermine the city but propels it into the future. Cocoa has the greatest location in the county and we would thrive with that type of development.

Mayor Blake asked for the record if there was an agreement.

City Attorney Garganese advised that he was not aware of any written agreement between the City and the developer as of yet. There is a draft circulating but other than that there is none.

City Manager Whitten had nothing to add to the City Attorney's statement but stated we were at this point because there is no agreement after three years of negotiating. Nothing has been presented that was acceptable to staff or the City Manager.

Jim Stripling, 10 South Street, Cocoa, agreed with Ms. Blanco's perspective and was confused about comments made by the Mayor regarding best use or parking. He pointed out that studies have been done with multi-family being the best use. He is a property owner and has made purchases based on what he has seen due to the Villas and other surrounding properties. He added that this has been in discussion for years and he does not see anything happening. What gets planned and signed gets done and what does not doesn't get done as you are two years in with no signed agreement.

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to terminate the negotiations with the Villas and to direct staff to issue another RFP based on the Highest and Best Use Analysis from March 15, 2021.**

Michael Dear, Attorney for the Villas, stated that many things have been said but one thing that was concerning was that the City would think about terminating the negotiations at this point. His involvement on this has been for less than two months but during that time he has learned that on April 24, 2018 his client's bid to develop the property was accepted and that draft agreement was not authorized by the City until October 2018.

From October 2018 until Feb. 22, 2021 based on changes discussed between the City and developer his client anticipated changes which were never provided. On February 22, 2021 they received the changes which was twenty-one days after the meeting on February 1st where this issue was discussed. On March 19th they

received notice of today's hearing and yesterday he provided council with a three-page letter outlining some terms in the draft agreement that are not consistent with the original RFP and are not fair to his client.

He does not feel that good faith negotiations have terminated and for there to be a motion to terminate the negotiations now he does not feel the City has legal authority to do that. In the recommendations provided in the agenda item, he believes the only option is to continue negotiations to discuss with them the development of the property and to negotiate terms consistent with what the City has done in the past with other developers specially in regards to zoning. The City has provided authority within development agreements with other developers in the past, but in the draft provided to him, that authority was not given and the agreement says 'if at the city's sole discretion, the city does not approve a zoning change within 90 days that the development agreement shall terminate immediately and be of no effect." His client would have no control over that.

He further noted that the they were here in good faith to negotiate the development agreement based on the bid awarded April 24, 2018 and they have provided changes based on most recent draft and feel that good faith negotiations have not been exhausted.

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. City Business:

1. Approval of the 2021 AVT exemption for Walmart based on the fulfillment of all the requirements of the Ad Valorem Tax Abatement Economic Incentive Agreement including the final requirement of producing 239 jobs at an average annual wage above $42,421 by December 31, 2020. (21-168). (Community Services Director)

Mayor Blake pointed out that Walmart met their guidelines.

Ms. Bunt advised that there were several agreements with Walmart and one of them was that by December 31, 2020, they would have created 239 jobs with the average wage being $42,421. Additionally, Walmart is also bound by a Development Order approved by the City Council on March 14, 2017. The site has approximately 140 acres for additional development and the Development Order provides for the donation of a one-acre parcel to the City for municipal purposes so staff is working on that as well.

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

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve a Lease Termination with The Florida Historical Society for the operation of the Brevard Museum of History and Natural Science; accept donation of certain Florida Historical Society assets; direct staff and the City Attorney to review museum exhibit leases and donation documents to determine disposition of artifacts and exhibits not owned by the Florida Historical Society; and Approve BAF (#21-060-T) to allocate funds for the temporary operation of the Museum to maintain public access. (21-200). (Assistant City Manager)

Mayor Blake voiced concerns about this item and Assistant City Manager Fuhrer explained the item in detail.

Assistant City Manager Fuhrer advised that there were a number of actions within this item. First, he spoke about the termination of the lease agreement and mentioned that Section 10.2 in the agreement outlines that termination.

The museum voted to terminate the lease agreement effective March 1, 2021.

He further spoke in regards to the items that would be donated to the City and he pointed out that the final item included is a budget transfer to continue the temporary operation of the museum through September 30, 2021.

Mayor Blake endorses preserving history but if you do it for one do it for another. He mentioned the Leon and Jewel Collins Museum and requested that this item be tabled so that staff could see what could be done to incorporate these two together. There will be backlash in the community and he wants to be proactive.

* **MOTION by Mayor Blake; Seconded by Councilmember Hearn, to table this item and to bring it back with a way to incorporate both museums.**

Councilmember Koss stated that there were funds in the budget this year for the Leon and Jewel Collins Museum.

Deputy Mayor Goins agreed that there should be a plan moving forward for both museums. He did not agree with the $27,000.

City Manager Whitten advised that the $27,000 was to keep the current level of service and this along with the Leon and Jewell Collins Museum will always have recurring expenses. They can start to incorporate both of these into upcoming budgets for both capital and operating.

Mayor Blake wants to ensure that this is kept even and that they will both be a plus for the City.

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approve Ordinance No. 07-2021 on First Reading: Relating to Term Limits of Board members. (21-236). (City Manager)

Mayor Blake asked which boards apply to term limits.

In response, City Manager Whitten advised that consistent with the action of Council at the last meeting, this ordinance was drafted relating to term limits. The boards effected would be for those not pre-empted by other statutes, or other boards whose term limits were not otherwise set by other standards.

* **MOTION by Councilmember Koss; Seconded by Deputy Mayor Goins, to approve for discussion.**

Attorney Garganese read Ordinance No. 07-2021 into the record by title only as follows. He advised this was the first reading of the ordinance.

ORDINANCE NO. 07-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING SECTION 2-58(f) OF THE CITY CODE RELATED TO TERMS OF BOARD AND COMMITTEE MEMBERS TO ESTABLISH TERM LIMITS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Larry Sinclair, 1052 Mitchell Street, Cocoa, stated that they want term limits but in the ordinance submitted they can propose not to impose the limits. Either its term limits and they stick or you do not do it. It clearly states that Council can disregard the limits for any person.

Greg Stoll, 2203 Salem Drive, Cocoa, recalled that the statement in the ordinance was that “if not one else wanted to serve.”

Councilmember Koss pointed out that the purpose of this was to increase engagement and to give those coming through the Citizens Academy an opportunity to serve in different capacities. The issue of being able to override the term limit is important because there are certain areas where there is an expertise in some of the seats.

Councilmember Dyal advised that there was one individual on the board and he was the first person on the board and we would now be saying he would have to go. There is also a small amount of African American's who have served and now they have to go as well.

THE VOTE ON THE MOTION WAS:

AYES: Goins, Hearn, Koss

NAYES: Blake, Dyal

THE MOTION CARRIED (3-2)

Multi-Year Contracts:

None.

IX. Informational Agenda:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2020 to 2/28/2021. (21-197). (Finance Director)

2. Fire Incident Summary Report for February 2021. (21-204). (Fire Chief)

3. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (21-224). (Finance Director)

4. FY 2021 Budget Adjustment Report. (21-225). (Finance Director)

5. Data showing the relation between the estimated and actual income and expenses to date. (21-226). (Finance Director)

6. Space Coast TPO Project Priority Entry and Listings. (21-244). (Public Works Director)

X. Reports:

Ms. Blanco, Ivy Drive, Cocoa is on the Planning & Zoning Board and agreed with Councilmember Dyal regarding the term limit ordinance. Additionally, she sees Councilmember Koss's view. There are many volunteers that give their time and some that do not realize the commitment and work it takes to serve on a board. She wishes there was a better way to compromise.

Deputy Mayor Goins appreciates her opinion but stressed that this will still provide an opportunity for people to serve and will offer the opportunity to more.

Councilmember Koss stated that no one will be asked to step down until their current term is over.

Chief Lamm provided an update on Covid. In the State of Florida there has been 2,016,513 cases and in Brevard County, there have been 36,438 with 790 deaths. In Cocoa there have been 3,317 cases. He did not have an update from the Department of Heath of cases inside the City limits. In regards to vaccines, there have been 5,057,939 given in Florida and in Brevard there have been 132,630 with 76,881 completing both shots.

There have been a lot of questions raised as to where you can get the vaccine in Cocoa. He assured everyone that he has stayed in communication with Brevard County and they will continue to abide by the Governor's requirements. If someone is not abiding by his requirements Brevard County will not give them any other vaccines.

Lastly, he announced that Texas received the water on Sunday and he received a call from the Houston Fire Chief. Photos will be provided in the future.

Ms. Gemmati provided an update on the Summer Youth Program and explained what the program entailed. They are working with the Cocoa High School counselors to make sure the information is disseminated. They work with CareerSource as well.

Secondly, Ms. Gemmati spoke about the police chief recruitment and that five top candidates would be in town next week and with that there are several activities planned. There will be two public meet and greets so that they can be introduced to the public. The dates are as follows: Monday, March 30, 2021 at the Joe Lee Smith Center at 6 p.m. and Tuesday, March 31, 2021 in the Community Room at Eastern Florida State College at 6 p.m. It is requested that questions be submitted in advance so that they can be organized and there is a link as well on the main page of the website for question submittals.

City Manager Whitten clarified the grant on the Leon and Jewel Collins Museum and asked it had been received along with its purpose. Ms. Bunt stated it has not been received and it was for the windows. There is also another one for $30,000

that will be used for slides (TV displays), etc., however, they are still waiting on the governor's budget.

Councilmember Koss thanked Pastor Rich at First Baptist as he is hosting the first nursing academy starting March 29th. This is a certified nursing program and will enhance our healthcare offerings. It is Elevate Brevard-Cocoa and is the first of the projects being launched in Brevard.

She added that at the Space Coast TPO meeting Samantha Senger and Rachel Horst were recognized for the video regarding Florida Avenue.

She further commended Greg Stoll and Wesley Parks who have had perfect attendance at the meetings for both the Space Coast TPO/CAC and Trails Committee.

Lastly, a community meeting was held on Saturday, March 20th and there were about fifty to sixty participants with positive energy. They talked about the Clearlake area and what has been happening there. There was direction of forming "Friends of Clearlake". She further thanked Ms. Weiss, Ms. Riggs and Councilmember Dyal for their participation as well as her husband for providing lunch.

Councilmember Hearn stated that the City was very thankful for anyone who is looking to do business here and that it is an honor to do business in the City. He thanked staff for the work they do as well as Council.

Councilmember Dyal asked for a status on the hotel. Ms. Bunt advised an update would be provided to the Cocoa CRA and they were on target.

City Manager Whitten spoke in regards to rumors. There is a development agreement between the CRA and Mr. Brown's company with a development agreement in place. In this agreement council has obligated him to meet those milestones and he is working towards meeting those. In regards to the other project, there is not an agreement and there was no progress on coming to an agreement between staff and the applicant. They are at very different places in regards to progress for two projects that started at the same time. There were four items that Mr. Brown must have and he is progressing towards those.

Councilmember Dyal agreed that the meeting on Saturday was a huge success.

Deputy Mayor Goins felt that the Mayor's Challenge was going well and thanked all for their participation in the different events.

The March 12th walk with St. Mark's students was a great event. He thanked the City Manager and staff for the water and they appreciated them being out there and cheering them on.

The March 13th event at the pond behind Emma Jewel Charter Academy was also a great event and he thanked the City Manager for coming to that as well.

Deputy Mayor Goins asked if questions could be submitted at the Police Chief Community meetings and how many questions were allowed. In response, Ms. Gemmati advised they were trying to group similar questions so they were not duplicated. If time permitted walk on questions would be allowed.

Questions were due by 2 p.m. on Tuesday and the process of the meeting was explained in furtherance.

Mayor Blake asked all to say a prayer for Boulder, Colorado.

He spoke of his attendance at the opening day ceremonies for Cocoa Little League and stated that he threw the first pitch. It was fun seeing the kids and families.

Mayor Blake shared that he went to the homegoing for Clarence Rowe on Saturday, March 29th. He thanked the Chief for their collaboration with Rockledge as well.

Lastly, he mentioned the social studies event at Cocoa High School and thanked Ms. Howell, Ms. Bunt and Mr. Walsh for their attendance.

In closing, he reminded all to buy local, spend local, and keep it local.

XI. Adjournment:

*** MOTION by Councilmember Dyal; Seconded by Councilmember Hearn, to adjourn the Regular meeting of March 23, 2021.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 7:58 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

Zoning Text Amendment

RU-2-10

March 23, 2021

EXHIBITS A & B:
Zoning Text Amendment RU-2-10 and C-C & CWOD Presentations

Background

The Substitute Consent Decree specifically limits the application of the RU-2-10 zoning district regulations to the lands subject to the decree.

RU-2-15

(2) Single-family and Multi-family dwellings of not more than three (3) units per building as regulated by section 4A, RU-2-10

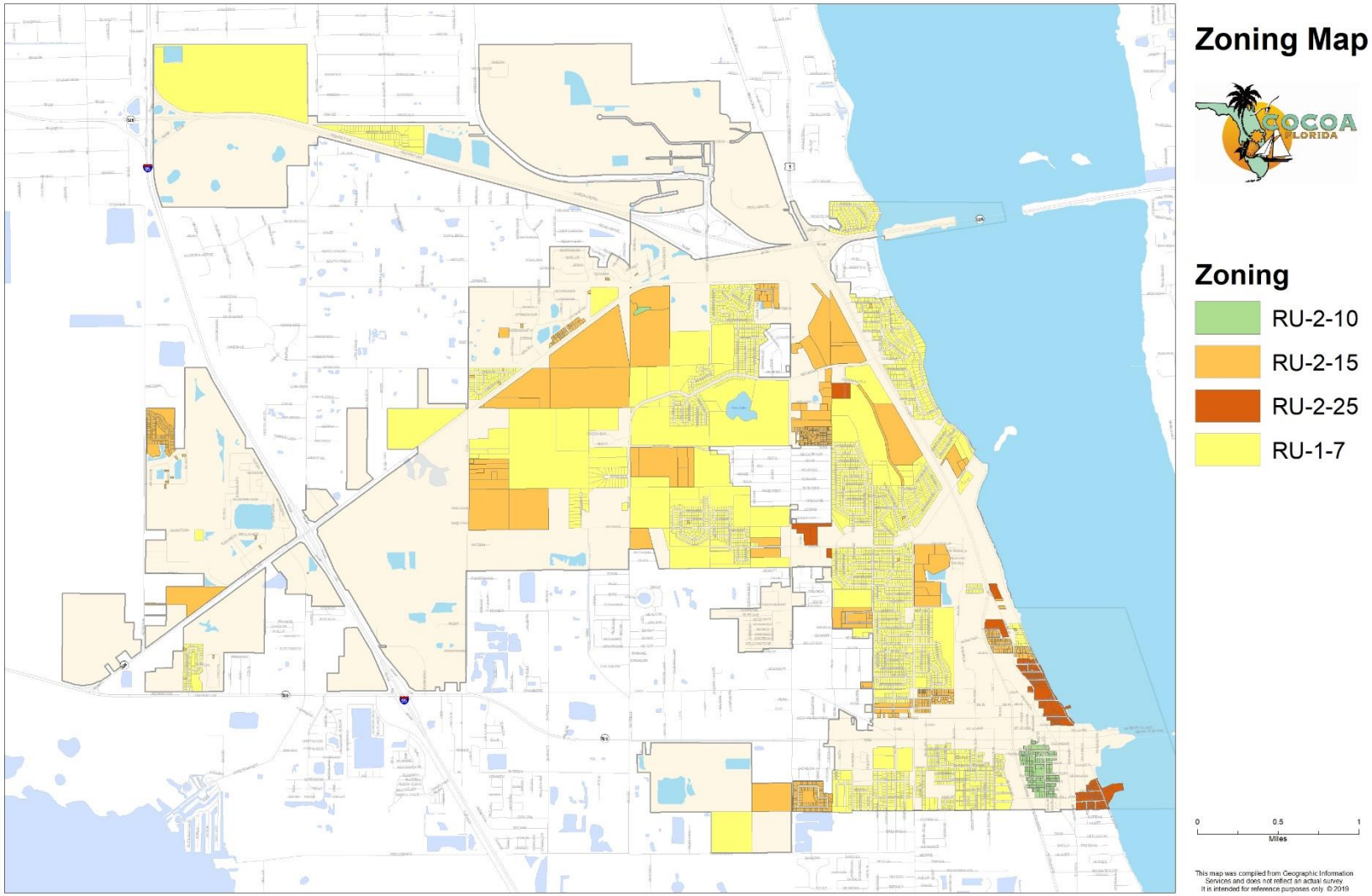
RU-2-25

(2) Single-family and Multi-family dwellings of not more than four (4) units per building as regulated by section 4A, RU-2-10 and this section

Factors to Consider

There are 2 potential development scenarios:

- Redevelopment on existing RU-2-15 or RU-2-25 parcel(s).
- New development on land rezoned to RU-2-15 or RU-2-25.


Zoning Map
COCOA
FLORIDA
Zoning
RU-2-10
RU-2-15
RU-2-25
RU-1-7
0
0.5
1
Miles
This map was compiled from Geographic Information Services and does not reflect an actual survey it is intended for reference purposes only. ©2019

Zoning Comparison – Bulk Regulations

	Minimum Lot			Maximum	
	Area	Width	Depth	Lot Coverage	Height
RU-1-7	7,500 sq. ft.	75 ft.	100 ft.	30%	35 ft.
RU-2-10	5,000 sq. ft.	50 ft.	100 ft.	40%	35 ft.
RU-2-15	7,500 sq. ft.	75 ft.	100 ft.	40%	35 ft.
RU-2-25	15,000 sq. ft.	150 ft.	100 ft.	40%	45 ft.

Zoning Comparison – Setbacks

	Front	Side Interior	Side Corner	Rear
RU-1-7	25 feet	8 feet	15 feet	15 feet
RU-2-10	25 feet	8 feet	15 feet	15 feet
RU-2-15	25 feet	10 feet	15 feet	20 feet
RU-2-25	30 feet	10 feet	25 feet	25 feet

Ordinance Summary

The proposed changes to the RU-2-15 regulations will allow the construction of single-family (and multi-family of not more than 3 units per building) under a choice of two options:

- Build under the RU-1-7 (Single Family Dwelling District) regulations, which require a minimum lot size of 75 feet by 100 feet, without amenities.
- Or build under the RU-2-15 regulations which allow a minimum lot size of 50 feet by 100 feet, but require the developer to provide a percentage of the gross acreage as open space/recreation amenities.

The proposed changes to the RU-2-25 regulations will allow the construction of single-family (and multi-family of not more than 4 units per building) under a minimum lot area, lot width and setbacks that are comparable to those under the RU-2-15 district.

Recommendation

Pass on 1st Reading: Ordinance 02-2021 of the City Council of the City of Cocoa, Brevard County, Florida; amending Appendix A, Zoning, Article XI, Sections 4A, 5 and 6 of the Zoning Ordinance of the City of Cocoa; limiting the future application of the RU-2-10 zoning district and the regulations therein pertaining to the construction of Single-Family Dwellings; providing for the repeal of prior inconsistent ordinances and resolutions, incorporation into the Code, severability, and an effective date.

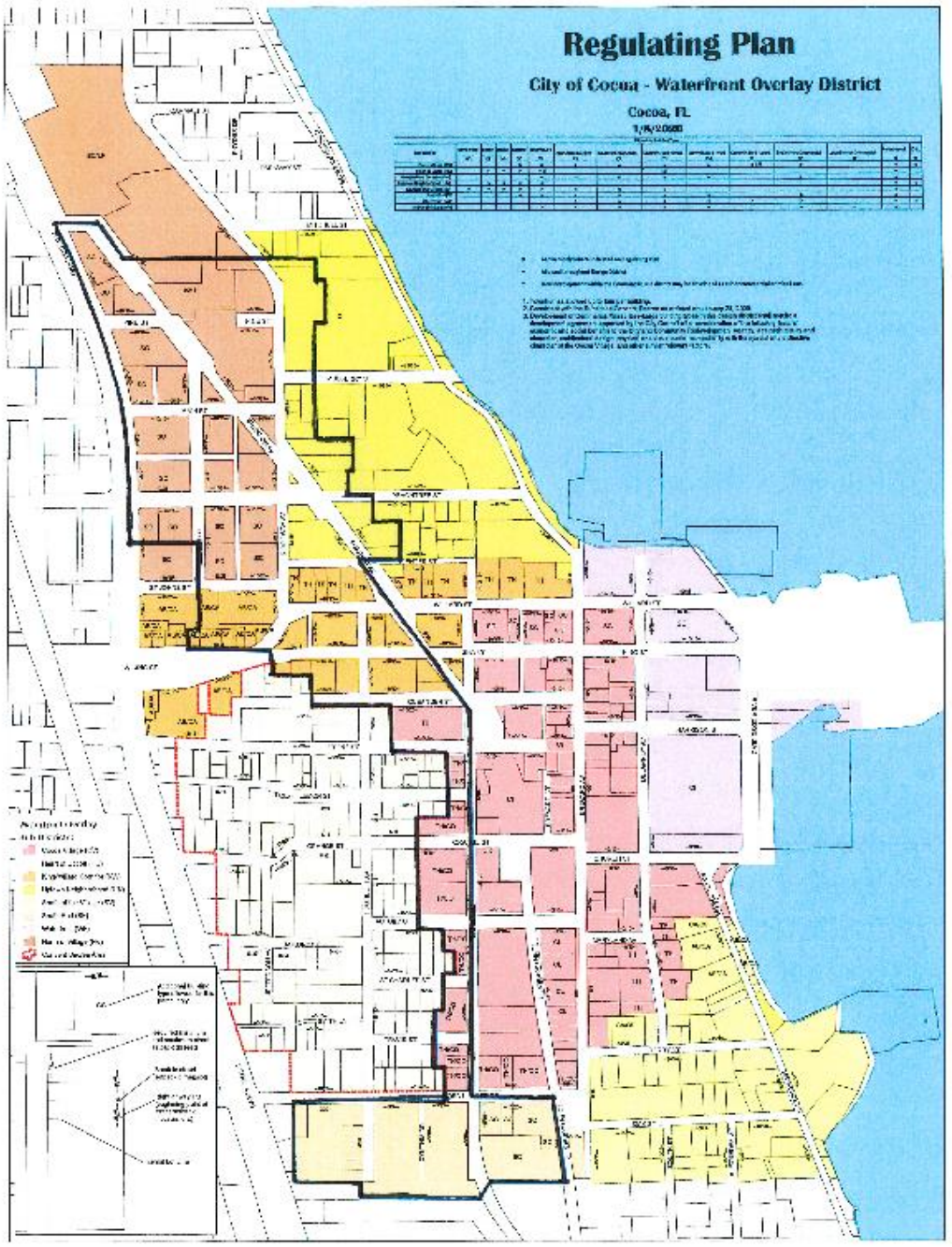
Zoning Text Amendment
C-C and CWOD

March 23, 2021

Background

City staff would like to allow for the possibility of construction of townhouses, single-family homes and duplexes under the C-C, Core Commercial zoning district regulations, specifically as a Special Exception use.

Currently these uses are listed as prohibited in this district. Allowing a low density residential option near the downtown area where the C-C district is located would allow infill redevelopment on smaller existing lots which are not suitable for larger commercial or residential developments without the combination of parcels.


Regulating Plan
City of Cocoa - Waterfront Overlay District
Cocoa, FL

Change to C-C Zoning

In Section 18, Core Commercial Zoning District

- Add townhomes (regulated by RU-2-15) as a Special Exception use.
- Add single-family homes and duplexes (regulated by RU-2-15) as a Special Exception use.
- Remove single-family homes and duplexes from the list of prohibited uses.

Changes to CWOD Zoning

In Section 22, Cocoa Waterfront Overlay District

- Amend the use table to add Duplexes to single-family detached dwelling use and add “SE” for Special Exception to the Core Commercial Zoning district columns under the Uptown Neighborhood and King/Willard Sub-districts.

- Amend the use table to add Townhouse to single-family attached dwelling use and add “SE” for Special Exception to the Core Commercial Zoning district columns under the Uptown Neighborhood, South End, Cocoa Village, North of the Village and King/Willard Sub-districts.

- Amend the Regulating Plan building types table to add “RP” for Regulating Plan to the King/Willard Sub-district under the House building type.

Recommendation

Pass on 1st Reading: Ordinance 04-2021 of the City Council of the City of Cocoa, Brevard County, Florida; amending Appendix A, Article XI, Sections 18 and 22 of the Zoning Ordinance of the City of Cocoa; allowing townhouses and single-family homes as a Special Exception use within the Core Commercial district and certain sub-districts of the Cocoa Waterfront Overlay District; amending the Waterfront Overlay Regulating Plan to allow for House building types on certain properties within the Cocoa Waterfront Overlay District; providing for the repeal of prior inconsistent ordinances and resolutions, incorporation into the code, severability, and an effective date.

Zoning Map Amendment

March 23, 2021

EXHIBIT C: Zoning Map Amendment & Comp Plan FLUM Amendment Presentations

Reason for the change

The RU-2-10 zoning district was created to apply only to those parcels included in the Heart of Cocoa Consent Decree area which is limited to a physical location adjacent to Cocoa Village. It is not intended to be applied to properties in other areas of the city.

Therefore, staff is bringing forth this rezoning action in order to redress this inconsistency and apply the same zoning district to the entirety of the three parcels containing fragments of this last remaining RU-2-10 zoning outside the Consent Decree area.

Location Map



Proposed Zoning District

The portion of the three parcels containing the RU-2-10 zoning has a Future Land Use designation of Medium Density Residential (MDR) which allows up to 15 dwelling units per acre. The proposed ordinance would change the zoning of this portion of the three parcels from RU-2-10 to RU-2-15 which is in keeping with the density allowed by the MDR Future Land Use category.

Recommendation

Pass on 1st Reading: Ordinance 06-2021, a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXII, changing the Zoning Map designation of a 9.33 acre portion of three (3) parcels of land located south of the intersection of SR524 and London Blvd. from RU-2-10 (Low-Density Single-Family and Multiple-Family District) to RU-2-15 (Multiple-Family Dwelling District).

Comprehensive Plan Future Land Use Map Amendment

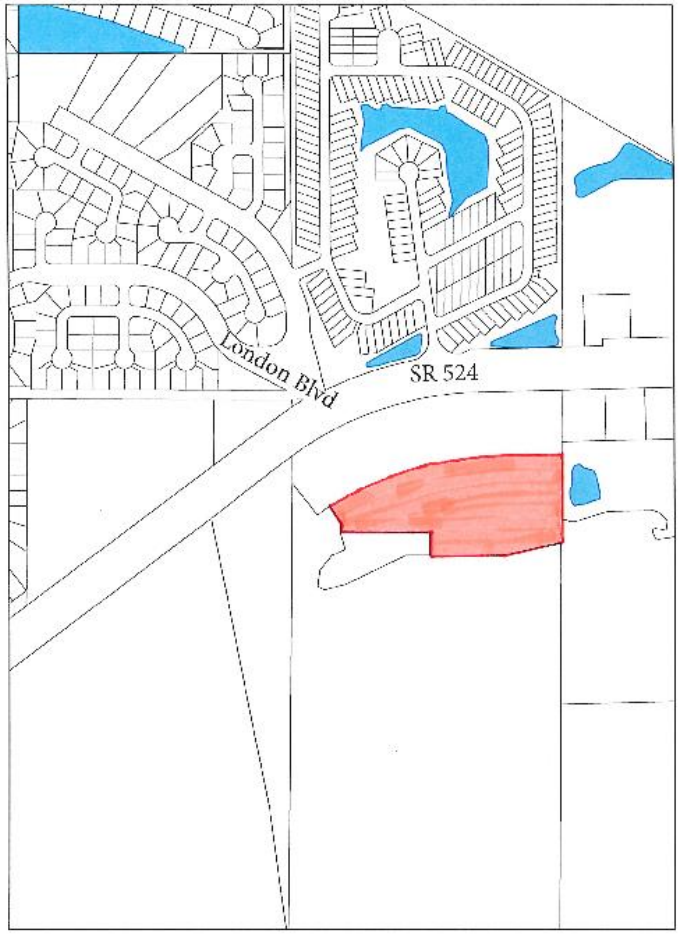
March 23, 2021

Background

- The subject parcel has three Future Land Use classifications, Neighborhood Commercial, Low Density Residential and Medium Density Residential.

- In an effort to be consistent with the City's Comprehensive Plan, and to further the development of the property, the City is requesting to change the Low-Density Residential portion of the subject property to Medium Density Residential.

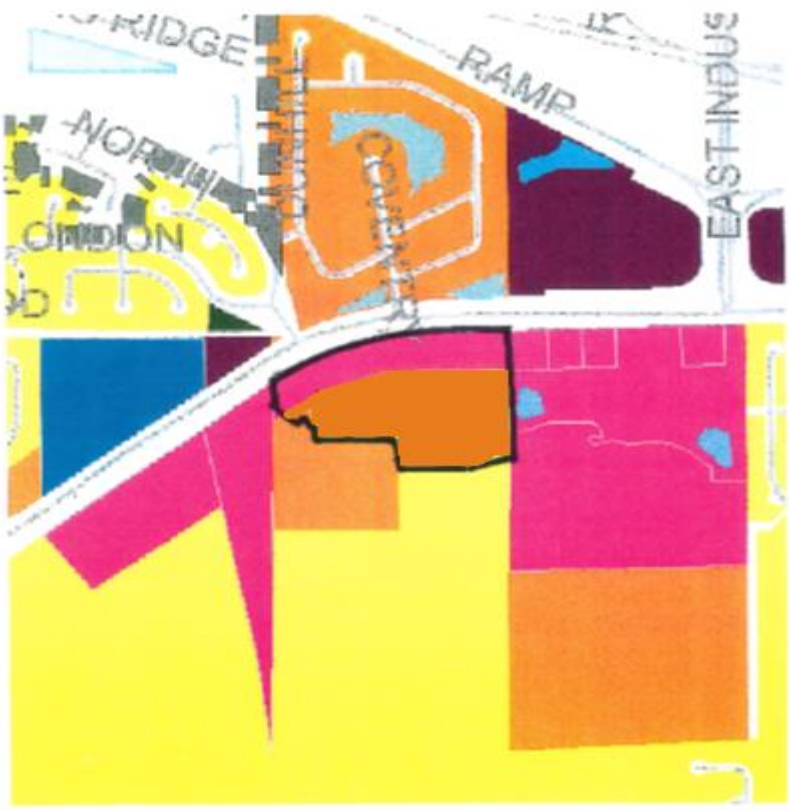
Location Map



Future Land Use Map



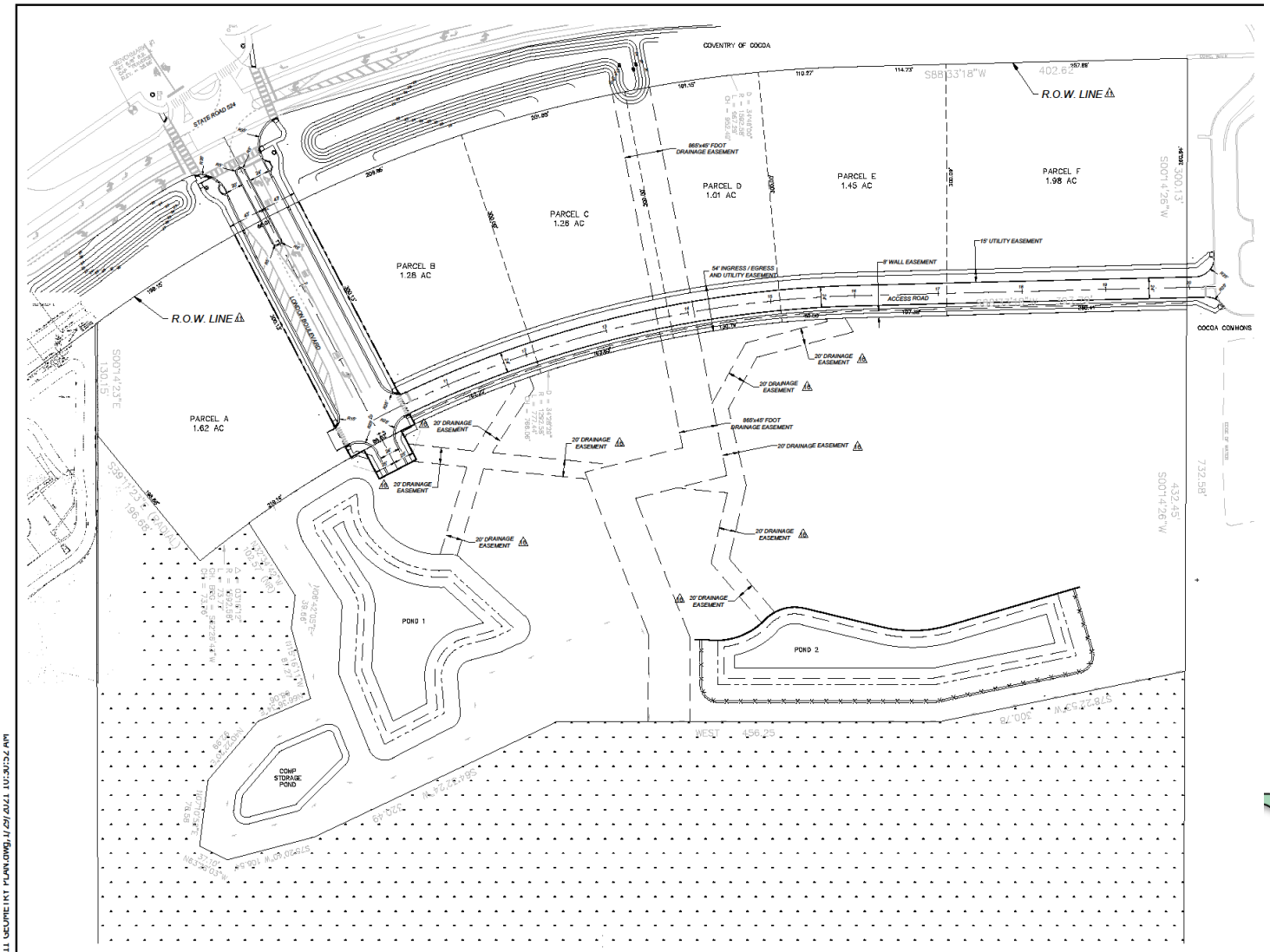
Existing



Proposed

COCOA FLORIDA

Future Development



Recommendation

Pass on 1st Reading: Ordinance 05-2021, a Future Land Use Map (FLUM) Amendment consistent with Florida Statute Chapter 163, for a City Initiated request to change the Future Land Use Map designation of a portion of one (1) parcel from “Low Density Residential” to “Medium Density Residential”.

Historic Cocoa Village Redevelopment Project

915 Florida Avenue

(4.86 acre site)

March 23, 2021

EXHIBIT D: 915 Florida Avenue presentation

915 Florida Avenue



Development Agreement Requirements:

1) The city shall retain ownership of the .54-acre Rockledge parcel
2) Purchase price shall be based on updated appraisal
3) Payment of full purchase price at transfer of title
4) Deed subject to written restricted covenants
5) Except for the first mortgage by the primary lender, the Villas shall not encumber the Property with any other mortgages, liens, easements or other encumbrances

Development Agreement Requirements:

6) The Villas shall provide and deliver to the City the following prior to closing:
   - ***Financing.*** Written proof of a binding financing commitment to construct the applicable portion of the Project from a bona fide lending institution, private lender or equity group indicating that the Project has been financed to commence and complete construction in accordance with the terms and conditions of this Agreement. Such proof shall also include any documentation of proof of pre-sales or pre-leasing associated with the financing secured as referenced above and of any personal or business guarantees or collateral to be used to obtain the financing commitment.

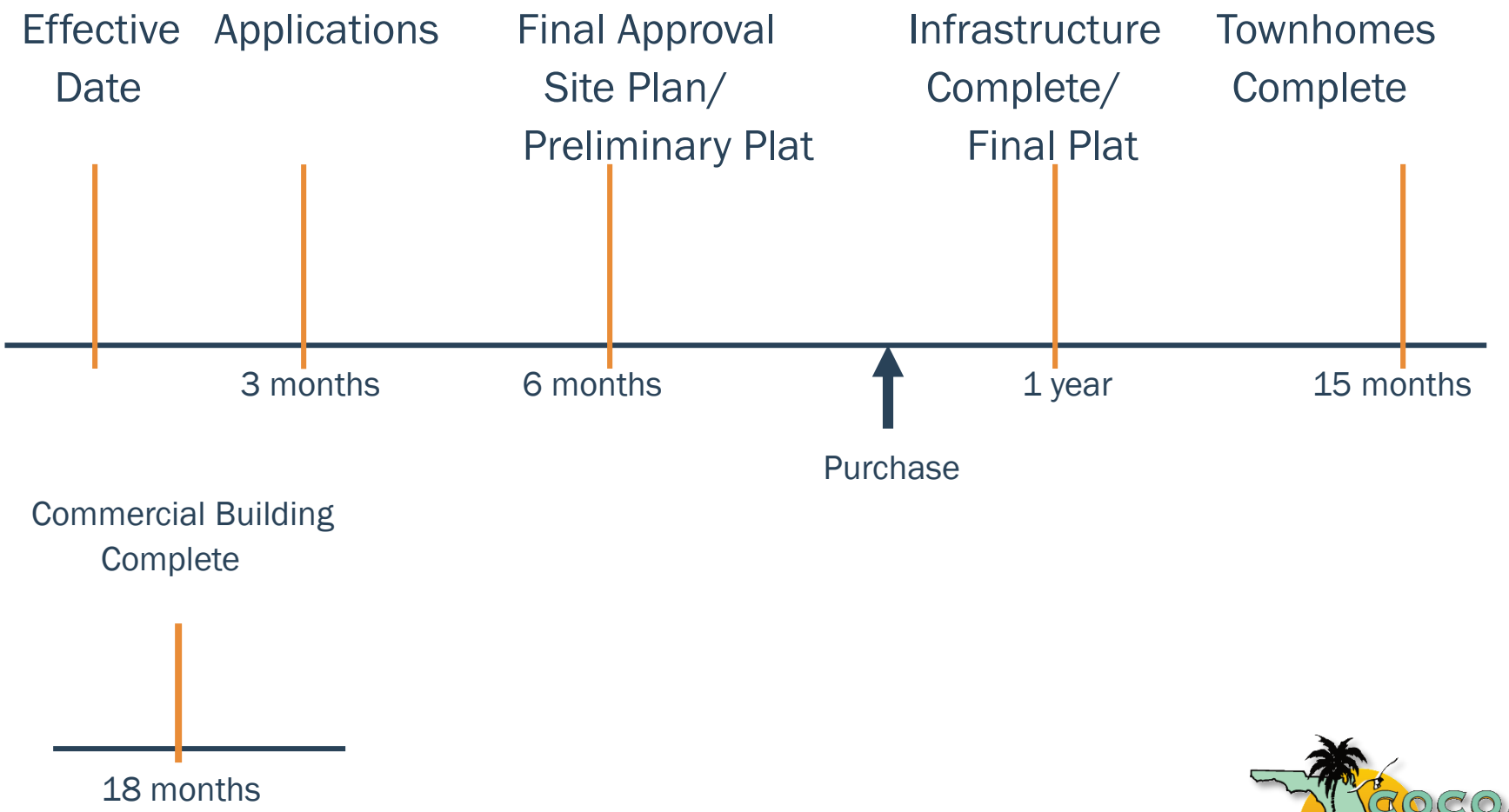
Development Agreement Requirements:

(continued)

- ***Performance Bonds.*** Provided by the Project's general contractor for the completion of the construction of the Project.

7) Project shall be completed within 18 months of effective date of Development Agreement

Development Schedule:



Update since February 1st :

Since the current C-C zoning district does not allow townhome development. Further, Appendix A, Zoning, Article XI, Section 22 of the City Code, governing the Cocoa Waterfront Overlay District, provides that single-family attached housing is not permitted in C-C zoning district. The City is in the process of amending Appendix A, Article XI, Sections 18 and 22 of the Zoning Ordinance of the City of Cocoa; allowing townhouses and single-family homes as a Special Exception use within the Core Commercial district and certain sub-districts of the Cocoa Waterfront Overlay District; amending the Waterfront Overlay Regulating Plan to allow for House building types on certain properties within the Cocoa Waterfront Overlay District. The Planning & Zoning Board recommended approval on March 3, 2021. The first reading of the Ordinance is on tonight's (March 23, 2021) Council agenda.

Update since February 1st :

On February 22, 2021, based on City Council's consensus on a number of items, the revised Draft Redevelopment Agreement was sent to the Villa's Attorney. Staff also transmitted the Draft Redevelopment Agreement to the Developer and his team on February 23, 2021. To date, the City has not received any comments on the Draft Redevelopment Agreement. However, staff did follow up on March 14, 2021 with the Villa's team and received a response that stated, "*Our attorney should be contacting the City attorney with his comments in next couple days.*"

Update since February 1st :

On February 26, 2021, City staff met with their engineer and identified the waivers and variances needed.

On March 15, 2021, the City received the Highest and Best Use Analysis, which concluded that the highest and best use for the property would be a new multi-family development project. Subsequently, the Highest & Best Use Analysis was sent to the appraiser. An updated Appraisal should be completed within the next 4 weeks.

Legislation Details (With Text)

File #:	21-322	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	4/16/2021			**In control:**	City Council
On agenda:	4/27/2021			**Final action:**	
Title:	Reading of Amanda Gorman's "The Hill We Climb" by Kyah Coleman, Cocoa High School class of 2021. (Councilmember Koss)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

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City of Cocoa

65 Stone Street
Cocoa, FL 32922

Legislation Details (With Text)

File #:	21-304	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	4/13/2021			**In control:**	City Council
On agenda:	4/27/2021			**Final action:**	
Title:	Proclamation: "Proclaiming Friday, April 30, 2021 as Arbor Day". (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Arbor Day 2021.pdf				

Date	Ver.	Action By	Action	Result

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PROCLAMATION

WHEREAS, *the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and*

WHEREAS, *Arbor Day is now observed throughout the nation and the world; and*

WHEREAS, *trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen, and provide habitat for wildlife; and*

WHEREAS, *trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products; and*

WHEREAS*, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and*

WHEREAS, *trees, wherever they are planted, are a source of joy and spiritual renewal.*

NOW, THEREFORE, *I, Mayor Michael C. Blake, on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim the last Friday of April, 2021 as:*

"Arbor Day"

In the City of Cocoa and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands.

WHEREFORE, *I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 27th day of April, 2021.*

_____

Mayor

ATTEST:

_____

City Clerk

Legislation Details (With Text)

File #:	21-325	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	4/21/2021			**In control:**	City Council
On agenda:	4/27/2021			**Final action:**	
Title:	Certificate of Recognition for "The Tulip Restaurant & Lounge" in recognition of their 40th Anniversary of Business in the City of Cocoa. (Councilmember Dyal)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	The Tulip Restaurant & Lounge.pdf				

Date	Ver.	Action By	Action	Result

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CERTIFICATE OF RECOGNITION



PRESENTED TO

The Tulip Restaurant & Lounge

In recognition of your 40th Anniversary of business in the City of Cocoa
May, 2021

Presented this 27th day of April, 2021
by the Mayor and City Council of the City of Cocoa

Michael C. Blake

Michael C. Blake, Mayor

Legislation Details (With Text)

File #:	21-287	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	4/5/2021			**In control:**	City Council
On agenda:	4/27/2021			**Final action:**	
Title:	Update by Cocoa Rotary on special events. (Cocoa Rotary)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

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Legislation Details (With Text)

File #:	21-303	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	4/13/2021			**In control:**	City Council
On agenda:	4/27/2021			**Final action:**	
Title:	Presentation by EFSC Provost Sibley. (Councilmember Koss)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

powered by Legistar™

Legislation Details (With Text)

File #:	21-263	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	3/25/2021			**In control:**	City Council
On agenda:	4/27/2021			**Final action:**	
Title:	Approve Change Order #1 to Purchase Order 77774 with Insituform Technologies, LLC to Provide Additional Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers, Project No. WS0904. Approve a Resolution Amending the FY21 Budget, BAF#20-070-T. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City of Cocoa - CO 1 - FY21 Lining Project.pdf City of Daytona Authorization.pdf City of Daytona Beach Insituform Contract #0118-2600 Effective 2-6-19 to 2-5-20.pdf City of Daytona Beach Insituform Contract #0118-2600 Renewal 2-6-20 to 2-5-21.pdf City of Daytona Beach Insituform Contract #0118-2600 Renewal 2-6-21 to 2-5-22.pdf City of Daytona Beach Insituform Contract Pricing #0118-2600.pdf E-Verify Contractor Affidavit_Contract No. 0118-2600 _(Insituform).pdf Insituform COI Exp 7-1-21.pdf Standard Form for New Piggyback Contract No. 0118-2600 (Insituform).pdf Budget Resolution FY 2021- ADA Compliant.pdf BAF 21-070-T-UT-Project Transfer to WS0904 (04-27-21) Agenda 21-263.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 25, 2021
Agenda Date: April 27, 2021
Prepared By: Melinda M. Keesee, Field Operations Technician
Prepared By: Donnie Howard, Field Operations Manager
Through: Chris M. Collier, Assistant Utilities Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:

Approve Change Order #1 to Purchase Order 77774 with Insituform Technologies, LLC to Provide Additional Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers, Project No. WS0904. Approve a Resolution Amending the FY21 Budget, BAF#20-070-T.

BACKGROUND:

On February 9, 2021, City Council approved Piggyback Agreement Contract No. 0118-2600 with

Insituform Technologies, LLC for Cured-In-Place Pipe (CIPP) rehabilitation services and sanitary sewer mid-term cleaning & CCTV inspections of main line sewers utilizing the City of Daytona Beach Contract No. 0118-2600. Subsequent to Council approval, Carollo Engineers, the City's wastewater engineering consultant, identified an additional 1,246 LF of CIPP lining and 5,981 LF of cleaning and inspections that need to be added to the scope of work for FY21. As a result of this recent analysis, a Change Order to P.O. 77774 is required.

Staff has reviewed the additional work and recommends the increase to P.O. 77774 with Insituform Technologies, LLC by $69,835.90. There are sufficient funds available in Account No. 424-4125-536.63-00 to support this change order.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

BAF#21-070-T

Amount Requested:	($65,405)
Account Number:	424-4125-536.63-00, WS19MH
Account Name:	Infrastructure

Amount Requested:	$65,405
Account Number:	424-4125-536.63-00, WS0904
Account Name:	Infrastructure

Change Order Amount:	$69,835.90
Original Purchase Order:	77774
Original Purchase Order Amount:	$395,568.60
Total Number of Change Orders:	1
Total Amount in Change Orders To Date:	$69,835.90

Total $465,405

PREVIOUS ACTION:

On December 8, 2015, City Council approved the participation in a cooperative purchase agreement with Insituform Technologies, LLC for Cured in Place (CIPP) Pipe Rehabilitation Services utilizing the City of Daytona Beach Contract No. 0113-1010, effective July 8, 2015 through July 7, 2016.

On January 10, 2017, City Council approved the participation in a cooperative purchase agreement with Insituform Technologies, LLC for Cured in Place (CIPP) Pipe Rehabilitation Services utilizing the City of Daytona Beach Contract No. 0113-1010 effective July 8, 2016 through July 7, 2017.

On February 28, 2017, City Council approved the participation in a cooperative purchase agreement with Insituform Technologies, LLC for Cleaning & CCTV Inspections of Main Line Sewers utilizing the City of Daytona Beach Contract No. 0113-1010 effective July 8, 2016 through July 7, 2017.

On January 9, 2018, City Council approved the participation in a cooperative purchase agreement with Insituform Technologies, LLC for Cleaning & CCTV Inspections of Main Line Sewers utilizing the City of Daytona Beach Contract No. 0113-1010 effective July 8, 2017 through July 7, 2018.

On March 13, 2019, City Council approved the participation in a cooperative purchase agreement with Insituform Technologies, LLC for Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers utilizing the City of Daytona Beach Contract No. 0118-2600 effective February 6, 2019 through February 5, 2020.

On February 26, 2020, City Council approved the participation in a cooperative purchase agreement with Insituform Technologies, LLC for Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers utilizing the City of Daytona Beach Contract No. 0118-2600 effective February 6, 2019 through February 5, 2020, renewal February 6, 2020 through February 5, 2021.

On February 9, 2021, City Council approved Piggyback Agreement Contract No. 0118-2600 with Insituform Technologies, LLC for Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers Utilizing City of Daytona Beach Contract No. 0118-2600 effective February 6, 2019 through February 5, 2020, renewal February 6, 2020 through February 5, 2022.

RECOMMENDED MOTION:

Approve Change Order #1 to Purchase Order 77774 with Insituform Technologies, LLC to Provide Additional Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers, Project No. WS0904. Approve a Resolution Amending the FY21 Budget, BAF#20-070-T.

PROJECT NAME: City of Cocoa FY 2021 Sewer Lining

City of Cocoa FY 21 - Change Order #1
Additional 1,246 LF of CIPP Lining and 5,981 LF of Cleaning & Inspections

ITEM NO.	DESCRIPTION	UNIT	ORIGINAL CONTRACT PRICE	ORIGINAL CONTRACT QUANTITY	ORIGINAL CONTRACT TOTAL	CHANGE ORDER REQUEST QUANTITY	CHANGE ORDER REQUEST TOTAL	REVISED CONTRACT QUANTITIES QUANTITY	REVISED CONTRACT QUANTITIES TOTAL
	CIPP Rehab. Sanitary Sewer Mains								
A	**8" diameter**								
A-1	6.0 mm normal thickness (.236)	LF	$23.10	12,497	$288,680.70	1,246	$28,782.60	13,743	$317,463.30
	Clean & Inspection - Sanitary								
L	**Light Cleaning and inspection**								
L-1	8" - 12" diameter	LF	$2.50	12,497	$31,242.50	1,246	$3,115.00	13,743	$34,357.50
N	**Heavy Cleaning**								
N-1	8" - 12" diameter	LF	$3.30		$0.00	5,981	$19,737.30	5,981	$19,737.30
O	**Root Removal**								
O-1	8" - 12" diameter	LF	$1.60	800	$1,280.00		$0.00	800	$1,280.00
	Ancillary Services								
QQ	**By-Pass Pumping**								
QQ-1	8" diameter	LS	$317.40	40	$12,696.00	5	$1,587.00	45	$14,283.00
RR	**Standard Service Reconnection**	each	$195.00	208	$40,560.00	21	$4,095.00	229	$44,655.00
SS	**Traffic Control - FDOT Right of Way**								
SS-1	Flagman	setup	$655.90		$0.00		$0.00		$0.00
SS-2	Arrow Board	setup	$190.40		$0.00	1	$190.40	1	$190.40
SS-3	Barricades	setup	$359.70		$0.00	1	$359.70	1	$359.70
SS-4	Lane Dividers	setup	$15.90		$0.00	1	$15.90	1	$15.90
TT	**Traffic Control - City Right of Way**								
TT-1	Flagman	setup	$655.90	10	$6,559.00	10	$6,559.00	20	$13,118.00
TT-2	Arrow Board	setup	$190.40		$0.00		$0.00		$0.00
TT-3	Barricades	setup	$264.50	25	$6,612.50	10	$2,645.00	35	$9,257.50
TT-4	Lane Dividers	setup	$15.90	25	$397.50	10	$159.00	35	$556.50
UU	**Traffic Control - County Right of Way**								
UU-1	Flagman	setup	$655.90		$0.00		$0.00		$0.00
UU-2	Arrow Board	setup	$190.40	7	$1,332.80		$0.00	7	$1,332.80
UU-3	Barricades	setup	$359.70	7	$2,517.90		$0.00	7	$2,517.90
UU-4	Lane Dividers	setup	$15.90	7	$111.30		$0.00	7	$111.30
VV	**Easement Access**								
VV-1	6" to 12" diameter	LF	$3.70		$0.00	700	$2,590.00	700	$2,590.00
AAA	**Mobilization**	Setup	$3,578.40	1	$3,578.40		$0.00	1	$3,578.40
BBB	**Bonds - 1.5%**	%	$5,933.53		$0.00		$0.00		$0.00
					395,568.60		**69,835.90**		**465,404.50**

Melinda Keesee

From: Flick, Joanne <FlickJoanne@CODB.US>
Sent: Wednesday, December 16, 2020 9:18 AM
To: Heath Hancher
Subject: Insituform CIPP contract 0118-2600

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

The City of Cocoa is authorized to piggyback the referenced contract for Cured In Place Pipe rehabilitation. The current expiration date is 2/5/2022.
The contact person at Insituform is Diane Partridge, 636-530-8000, DPartridge@aegion.com.

Sincerely
Joanne Flick, CPPO
Purchasing Agent
City of Daytona Beach, FL

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

19-22

GENERAL SERVICES CONTRACT
CONTRACT NO. 0118-2600

THE PARTIES TO THIS CONTRACT are the City of Daytona Beach, a Florida municipal corporation (the "City"), and Insituform Technologies, LLC, a foreign limited liability company ("Contractor").

In consideration of the mutual covenants herein contained, the Parties agree as follows:

Section 1. Scope of Services. Contractor will provide Cured in Place Pipe Lining and associated services as further described in **Exhibit A**, attached hereto and incorporated herein, to the City from time to time at the direction of the City during the Term of this Contract.

Section 2. Services Must Be Authorized in Writing. This Contract, in and of itself, does not require the Contractor to perform any services or obligate the City to pay for any services rendered. No services will be provided under this Contract, and no payment obligation will arise for performance of services, except when specifically authorized by work authorization issued in accordance with the City's procurement policies. A work authorization may consist of a contract document signed by both the City and Contractor; or it may consist of Contractor's written quotation/proposal, identifying the work to be performed and the Fees for such work as established below; and the City's purchase order issued in response to and accepting the proposal. No work authorization may alter the terms and conditions of this Contract. In case of a conflict with a work authorization this Contract will govern. The work authorization may provide more detailed parameters for the services to be provided, such as deliverables, deadlines, and required conditions for payment of Fees, consistent with the provisions of this Contract.

Section 3. Fee(s). For the services provided under this Contract, City will pay Contractor Fees based upon the Fee/Rate Schedule attached hereto as **Exhibit B**.

The Fees described in **Exhibit B** will be Contractor's sole compensation for the services to be provided. Except for any reimbursable expenses specifically authorized by Exhibit, Contractor will be solely responsible for all of costs Contractor incurs in meeting its obligations herein.

Section 4. Billing; Manner of Payment. In addition to requirements for payment established by applicable federal, state, or local law including the City Code, payment terms are as follows:

(a) Unless provided otherwise herein, the City will pay 30 days after receipt of a valid invoice or receipt of goods or services, whichever is later.

(b) In order to be considered to be valid, an invoice must include all information that the City needs to verify the accuracy of the invoice and the amount of payment due based on the specific requirements of this Contract, such as where partial payments are due upon completion of specific tasks, or where payments are based on hourly rates. In

addition, where payment of reimbursable expenses is specifically provided for, an invoice for such expenses will not be valid unless sufficient documentation is provided to verify that such expenses were incurred and that other conditions have been met. In addition, where any portion of the work was performed by subcontractors, Contractor must provide proof of payment/release of subcontractors' liens except as provided in Section 12A.

(c) If an invoice submitted by Contractor is not valid, within 30 days after receipt the City will provide notice to the Contractor identifying the deficiencies.

Section 5. Standard of Performance. Contractor's services will at a minimum meet the level care and skill ordinarily used by members of Contractor's profession performing the type of services provided herein within the State of Florida.

Section 6. Relationship between Parties. This Contract does not create an employee-employer relationship between the City and Contractor. Contractor is an independent contractor of the City and will be in control of the means and the method in which the requested work is performed. As an independent contractor, Contractor will be solely responsible for payment of all federal, state and local income tax, and self-employment taxes, arising from this Contract; and Contractor agrees to indemnify and hold harmless the City from any obligations relating to such taxes. The City will not make deductions from payments due, for such taxes, or for social security, unemployment insurance, worker's compensation, or other employment or payroll taxes.

Section 7. Documents and Records.

(a) All reports, estimates, logs, original drawings, and other materials furnished, prepared or executed by Contractor during the term of and in accordance with the provisions of this Contract will be the property of the City and delivered to the City upon demand or, if no demand has previously been made, upon completion of the particular task for which such materials were prepared, executed, or otherwise required.

(b) To the extent applicable, Contractor will comply with the requirements of Florida Statutes Chapter 119, which may include the following:

(1) Keeping and maintaining public records that ordinarily and necessarily would be required by the public agency in order to perform the service provided herein.

(2) Upon the request of the City Clerk of the City (i) providing the City Clerk with a copy of requested public records, or (ii) allowing inspection or copying of public records, within a reasonable tim after receipt of the City Clerk's request, at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

(3) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by

law until completion of the work required by a work authorization, and following such completion if Contractor fails to transfer such records to the City.

(4) Upon completion of the work required by a work authorization, keep and maintain public records required by the City to perform the service. Contractor will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon the request of the City Clerk, in a format that is compatible with the City's information technology systems.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MUST CONTACT THE CITY CLERK, WHOSE CONTACT INFORMATION IS AS FOLLOWS:

(Phone)	386 671-8023
(Email)	clerk@codb.us
(Address)	301 S. Ridgewood Avenue Daytona Beach, FL 32114

Section 8. Effective Date and Term. The Effective Date of this Contract is the date on which the last Party signs it. The Term of this Contract is one year, commencing on the Effective Date. The City will have the option to renew this Contract for up to 4 Terms of one-year each, by providing Contractor written notice. Such notice must be provided at least 60 days before the end of the current Term unless waive by Contractor.

If this Contract specifically provides that some or all of Contractor's services will be required only after issuance of a City work authorization, any work authorizations previously issued by the City will remain in effect after the expiration of this Contract unless the City terminates this Contract dues to Contractor's material breach after notifying Contractor to suspend such services as provided below.

Section 9. Termination.

(a) The City may by written notice to Contractor terminate this Contract, in whole or in part, at any time, either for the City's convenience or because of the failure of the Contractor to fulfill its contractual obligations.

(1) Before terminating for convenience, City must provide Contractor at least 30 day's advance notice of termination. This Contract will terminate automatically and without need for further notice upon the expiration of the notice period.

(2) Except as provided in Section 10(a)(3), before terminating due to Contractor's material breach of its contractual obligations, City must provide Contractor prior written notice, specifying the breach and demanding Contractor remedy the breach

within 10 days of the notice, or within such longer period as may be reasonably required if the nature of the breach is that it cannot be remedied within 10 days of notice. This Contract will terminate automatically and without need for further notice if Contractor fails to remedy the material breach within the period described in the City's notice of breach.

(3) The City may terminate this Contract upon Contractor's breach without providing Contractor an opportunity to remedy the breach as referenced immediately above, if Contractor or any of Contractor's personnel, in connection with the services or rights provided herein, commit a criminal act or engage in activity that poses a material risk of injury to persons or damage to property. Such termination will be effective immediately upon providing Contractor written notice.

(b) If the termination is for convenience, Contractor will be paid compensation for authorized services performed to the date of termination. If termination is due to Contractor's material breach, the City reserves all rights and remedies it may have under law due to such breach. Among other things, the City may take over the work and prosecute the same to completion by other agreements or otherwise; and in such case, the Contractor will be liable to the City for all reasonable additional costs occasioned to the City thereby.

(c) If after notice of termination for the Contractor's failure to fulfill contractual obligations it is judicially determined by a court of law that the Contractor had not so failed, the termination will be conclusively deemed to have been effected for the City's convenience. In such event, adjustment in payment to Contractor will be made as provided in subsection (b) of this Section for a termination for convenience.

(d) The rights and remedies of City provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Contract.

Section 10. Suspension of Services. The City may suspend Contractor's services if the notice of material breach provided pursuant to Section 10(a)(2) so directs. The City may also suspend Contractor's services in lieu of termination, under the conditions set forth in Section 10(a)(3), by providing Contractor written notice of suspension. Contractor will suspend activities immediately upon receipt thereof; and in such instance Contractor's rights to provide services referenced herein will also automatically be suspended for the period of such suspension.

Section 11. Indemnification. Contractor will indemnify and hold harmless the City, including the City's officers, employees, and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor, or Contractor's officers, employees, or agents, including subcontractors and other persons employed or use by Contractor in the performance of this Contract. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this agreement or otherwise.

Section 12. Insurance. Contractor will provide and maintain at Contractor's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section. All such insurance will be primary and non-contributory with the City's own insurance. In the event any request for the performance of services presents exposures to the City not covered by the requirements set forth below, the City reserves the right to add insurance requirements that will cover such an exposure.

(a) Coverage and Amounts.

(1) Workers Compensation Insurance as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of Contractor, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than $500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage. If Contractor wishes to claim an exemption from worker's compensation insurance requirements, Contractor will notify the Risk Manager in writing on Contractor's official letterhead.

(2) Liability Insurance, including (i) **Commercial general liability coverage** for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring Contractor and any other interests, including but not limited to any associated or subsidiary companies involved in the work; and (ii) **Automobile Liability Insurance**, which will insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Contractor in the performance of this Contract.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WILL NAME THE CITY AS AN ADDITIONAL INSURED. Contractor's Commercial General Liability insurance policy shall provide coverage to Contractor, and City when required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) without the attachment of any endorsements excluding or limiting coverage for Products/Completed Operations, Independent Contractors, Property of City in Contractor's Care, Custody or Control or Property of City on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds). When City is added as additional insured by endorsement, ISO Endorsements CG 20 10 and CG 20 37 or their equivalent shall be used to provide such Additional Insured status.

The limit of liability for each policy will be a combined single limit for bodily injury and property damage of no less than $1,000,000 per occurrence. If insurance is provided

with a general aggregate, then the aggregate will be in an amount of no less than $2,000,000. The Risk Manager may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

Unless specifically waived hereafter in writing by the Risk Manager, Contractor agrees that the insurer shall waive its rights of subrogation, if any, against the City on each of the above listed insurance coverages.

(b) Proof of Insurance. Contractor will furnish proof of insurance acceptable to the City prior to or at the time of execution of this Contract. Contractor will not commence work until all proof of such insurance has been filed with and approved by the City. Contractor will furnish evidence of all required insurance in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates. The certificates will also contain the following language as to cancellation:

> "In the event of cancellation of this policy by the insurer or any insured, this Company will give not less than 30 days advance written notice to:
>
> Risk Manager
> The City of Daytona Beach
> P.O. Box 2451
> Daytona Beach, Florida 32115-2451"

If requested by the City, Contractor will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the City.

(c) Subcontractors' Insurance. Each of Contractor's subcontractors will be required to provide insurance in substantially similar form to the insurance required of Contractor above based on services provided.

(d) Cancellation; Replacement Required. Contractor will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the City. If a required policy is canceled without Contractor's prior knowledge Contractor will immediately notify the City immediately upon becoming aware that a required insurance coverage has been canceled for any reason, and promptly replace the canceled policy. The City expressly reserves the right or replace the canceled policy at Contractor's expense of Contractor fails to do so.

(e) Termination of Insurance. Contractor may not cancel the insurance required by this Contract until the work is completed, accepted by the City and Contractor has received written notification from the Risk Management Division of the City that Contractor may cancel the insurance required by this Contract and the date upon which the insurance may be canceled. The Risk Management Division of the City will provide such written notification at the request of Contractor if the request is made no earlier than two weeks before the work is to be completed.

(f) Liabilities Unaffected. Contractor's liabilities under this Contract will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, Contractor's liabilities under this Contract will not be limited to the extent of by the existence of any exclusions or limitations in insurance coverages, or by Contractor's failure to obtain insurance coverage.

Contractor will not be relieved from responsibility to provide required insurance by any failure of the City to demand such coverage, or by City's approval of a policy submitted by Contractor that does not meet the requirements of this Contract.

Section 12A. Bonds. Contractor will be required to provide payment and performance bonds on a per project basis, which will each be equal to 100% of the value of any Work Authorization issued exceeding $100,000.00 prior to commencing the referenced work.

The surety company executing the bonds must be authorized to do business in the State of Florida and must be listed by the United States Treasury Department as being approved for writing bonds for federal projects on its current list in an amount not less than the required bond amount. The form of the bond must be approved by the City and must be accompanied by sufficient evidence of the authority of the issuing agent. The bonds must otherwise comply with the requirements of F.S. § 255.05.

In lieu of the required bonds, Contractor may provide an alternative form of security as specified in F.S. § 255.05(7) upon the City's approval. Any bonds used to comply with this Section must be in the form provided by the City; and Contractor must record the executed bonds and provide the City certified copies of the recorded documents before commencing work. Upon Contractor's (i) execution and recordation of payment and performance bonds complying with the foregoing provisions; and (ii) furnishing to the City a certified copy of the recorded bonds, proof of payment of Contractor's subcontractors and suppliers will not be required as a condition of making a required payment to Contractor; and to the extent that the General Conditions provide otherwise the General Conditions are superseded.

Section 13. Notice. Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, transmitted to a receiving fax machine followed by hard copy within two days, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To the City:
Eric Smith, Engineer II
Daytona Beach Utilities
125 Basin St., Suite 100
Daytona Beach, FL 32114
Fax: 386-671-8502

To Contractor:
Insituform Technologies, LLC
Attn: Diane Partridge, Contracting and Attesting Officer
17988 Edison Avenue
Chesterfield, MO 63005
Fax: (636) 530-8701

provided, however, that either Party may change the person or address designated for receipt of the Party's notices, by providing written notice to the other Party.

Section 14. Personnel. In order to induce the City into entering this Contract, Contractor represents that Brandt Curvel, Project Manager; Al Yeomans, General Superintendent; and Jason Burnell, Field Superintendent will generally perform or directly supervise the tasks assigned to Contractor herein, and that Contractor will not replace the named individuals without the City's prior written approval. Contractor represents that Contractor has or will secure at Contractor's own expense, all personnel required in performing the services under this Contract. Such personnel will not be employees of or have any contractual relationship with the City.

All personnel engaged in the work will be fully qualified and will be authorized under state and local law to perform such services.

Section 15. City's Responsibilities. The City agrees to make available for review and use by the Contractor, reports, studies, and data relating to the services required. The City will establish a project manager to meet periodically with the Contractor to facilitate coordination and ensure expeditious review of work product.

Section 16. Limitation on Waivers. Neither the City's review, approval, or acceptance of, or payment for, any of the services provided by Contractor, will be construed to operate as a waiver of the City's rights under this Contract. Contractor will 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 of any of the services furnished under this Contract.

Failure of the City to exercise any right or option arising out of a breach of this Contract will not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach. Furthermore, the failure of the City at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein will not be construed as a waiver or relinquishment of the City's right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

Section 17. Dispute Resolution.

If a dispute exists concerning this Contract, the Parties agree to use the following procedure prior to pursuing any judicial remedies.

(a) Negotiations. A Party will request in writing that a meeting be held between representatives of each Party within 14 calendar days of the request or such later date that the Parties may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate in the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

(b) Non-Binding Mediation. Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within 30 days after the procedure described in Subsection (a) proves unsuccessful or the Parties mutually waive the subsection (a) procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Contract prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them.

Section 18. General Terms and Conditions.

(a) Amendments. Except as otherwise provided herein, no change or modification of this Contract will be valid unless the same is in writing and signed by both Parties.

(b) Assignments and Subcontracting. No assignment or subcontracting will be permitted without the City's written approval.

(c) Compliance with Laws and Regulations. In providing all services pursuant to this Contract, Contractor will abide by all federal, state, and local statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted; including, but not limited to, Occupational Safety and Health Administration's (OSHA) Excavation Safety Standard, 29 C.F.R.s 1926.650 Sub Part P, and the Trench Safety Act, Florida Statutes Section 553.60 *et seq.*

For purposes herein, the aforementioned laws and regulations include the current stormwater permit issued to the City pursuant to the National Pollutant Discharge Elimination System (NPDES) program, a copy of which will be made available upon request.

Any violation of said statutes, ordinances, rules, or regulations will constitute a material breach of this Contract and will entitle the City to terminate this Contract immediately upon delivery of written notice of termination to the Contractor.

(d) Truth in Negotiations Certificate. Contractor hereby certifies that the wages and other factual unit costs supporting the compensation herein are accurate, complete, and current at the time of this Contract.

(e) No Third Party Beneficiaries. There are no third party beneficiaries of Contractor's services under this Contract.

(f) Contingency Fee. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(g) Nondiscrimination. Contractor will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their sex, race, creed, color, or national origin. Further, Contractor agrees to comply with all local, state, and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, Contractor agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order No. 11246.

(h) Principles in Construing Contract. This Contract will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate. If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding will only effect such word, phrase, clause, sentence or provision, and such finding will not affect the remaining portions of this Contract; this being the intent of the Parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.

(i) Venue. The exclusive venue for any litigation arising out of this Contract will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

(j) Litigation Costs. Except where specifically provided herein, in case of litigation between the Parties concerning this Contract, each party will bear all of its litigation costs, including attorney's fees.

(k) Force Majeure. A force majeure event is an act of God or of the public enemy, riots, civil commotion, war, acts of government or government immobility (whether federal, state, or local) fire, flood, epidemic, quarantine restriction, strike, freight embargo, or unusually severe weather; provided, however, that no event or occurrence will be deemed to be a force majeure event unless the failure to perform is beyond the control and without any fault or negligence of the Party charged with performing or that Party's officers, employees, or agents. Whenever this Contract imposes a deadline for performing upon a Party, the deadline will be extended by one day for each day that a Force Majeure event prevents the Party from performing; provided, however, that the Party charged with performing and claiming delay due to a Force Majeure event will promptly notify the other Party of the Event and will use its best efforts to minimize any resulting delay.

(l) Jury Trial Waived. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

(m) Authority to Bind Contractor. The undersigned representative of Contractor represents and warrants the he or she is fully authorized to bind Contractor to the terms and conditions of this Contract.

(n) Incorporation of RFP and Proposal. The City's Request for Proposals 0118-2600, and the Contractor's responsive proposal are incorporated herein by reference as **Composite Exhibit C** and will remain on file in the Office of the Purchasing Agent. In case of conflicts between the RFP and Proposal, the RFP will govern. In case of conflicts between **Composite Exhibit C** and other provisions of this Contract, including **Exhibits A** and **B**, this Contract will govern.

(o) Integration. This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Contract to be executed in duplicate original.

THE CITY

By: _____
Derrick L. Henry, Mayor

Date: 2-6-19

CONTRACTOR

By: _____
Printed Name: Diane Partridge
Title: Contracting and Attesting Officer
Date: January 3, 2019

Attest: _____
Letitia LaMagna, City Clerk

Approved as to legal form:

By: _____
Robert Jagger, City Attorney

INSITUFORM TECHNOLOGIES, LLC

PRESIDENT APPOINTMENT OF
CONTRACTING AND ATTESTING OFFICERS

The undersigned, being the President of Insituform Technologies, LLC, a Delaware Limited Liability Company (the "Company"), and pursuant to the authority set forth in the Limited Liability Company Operating Agreement of the Company, hereby determines that:

1. Christlanda Adkins, Laura M. Andreski, Janet Hass, Jana Lause, Diane Partridge, Whittney Schulte, and Ursula Youngblood are appointed as Contracting and Attesting Officers of the Company, each with the authority, individually and in the absence of the others, subject to the control of the Board of Managers of the Company, to: (i) certify and attest to the signature of any officer of the Company; (ii) enter into and bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company; (iii) execute and to deliver documents on behalf of the Company; and (iv) take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.

2. Any person previously appointed or serving as a Contracting and Attesting Officer of the Company prior to the date hereof and who is not named above is hereby removed from any such appointment.

Dated: December 1, 2018

Charles R. Gordon
President

EXHIBIT A
SCOPE OF WORK

I. General

The CITY requires professional Cured In Place Pipe (CIPP) rehabilitation services for sanitary sewer gravity mains and oval and round stormwater mains (8" – 72" diameter) on a continuing annual contract basis. Quantities listed are estimated for proposal purposes based on work projections and are subject to change. The term of the agreement will be for a period of one (1) year with an option to extend the agreement for four (4) additional one-year terms upon mutual agreement for the same prices and at the same terms and conditions. The contract shall not exceed five (5) years.

II. Summary of Work

The CONTRACTOR shall provide all work required for a completed project including but not necessarily limited to labor, supervision, traffic control, materials, equipment, installation, onsite material test samples showing compliance with manufacturer's recommended material, handling and incidentals required for the rehabilitation of various sized sanitary sewer gravity mains and oval and round stormwater mains with resin impregnated cured-in-place pipe (CIPP) in accordance with American Society for Testing and Materials (ASTM) ~~standard F 1216-09~~ Designation F1216-16 and all applicable CITY, manufacturer and industry preferred standards. The CONTRACTOR shall provide professional advice to CITY on the most cost-effective and efficient approach to resolve all challenges encountered during the performance of the work. Work assigned under this contract may include, but is not limited to, the following types of projects:

- Stormwater main and sanitary sewer main cleaning
- Stormwater main and sanitary sewer main pre- and post- work video inspections
- Easement access
- Maintenance of Traffic (MOT)
- Isolation and by-pass pumping
- Cured-In Place Pipe reconstruction
- Chemical and physical product testing
- Hydraulic capacity testing
- Reinstatement of services and pressure grouting
- Erosion and sediment control
- Site restoration

III. Product Performance

A. Lining

Standard lining products meeting product specifications outline in ASTM Designation: F1216-16 (Attachment A) are intended to have a 50-year design life and in order to minimize CITY's risk. Only proven products with substantial successful long-term track records will be approved. All thicknesses expressed on the Bid Item Schedule are the *finished thicknesses* of the liner after curing.

B. Equipment/Vehicles

All CONTRACTOR/sub-contractor equipment shall be sufficient in size and number for work to be performed in a timely manner under this contract. All CONTRACTOR/sub-contractor equipment shall be maintained in good operating condition. The CITY reserves the right to reject any equipment deemed unsafe or insufficient in size and/or number to perform work under this contract. It shall be the sole responsibility of the CONTRACTOR/sub-contractor to replace rejected equipment in a timely manner and at no cost to the CITY. All equipment shall be equipped at a minimum with manufacturer's recommended sound muffling devices that will reduce noise levels to the State or Federal acceptable limit for residential neighborhoods.

IV. Materials

A. All materials specified by name, brand or manufacturer shall be delivered to the job site in original containers. CONTRACTOR shall obtain printed instruction and special bulletins for the manufacturer-recommended safety precautions. CONTRACTOR/sub-contractor personnel will have copies of the manufacturer-recommended safety precautions available at the work site to ensure all work is performed in a safe manner.

B. The CONTRACTOR shall use potable water from the CITY for the project. The CONTRACTOR must obtain a construction hydrant water meter and all appropriate fees paid prior to the start of work. The CONTRACTOR will be responsible for paying for all potable water used at standard CITY rates.

VII. Contractor Responsibilities

A. Backflow Prevention: The CONTRACTOR will properly install an approved backflow prevention device in-line to the fresh water fill line of all jetting and/or vacuum equipment

B. Staffing: The CONTRACTOR shall employ adequate staff to perform the services required, including but not limited to Project Representative, Project Manager, Field Supervisor and Senior Foreman. CONTRACTOR shall provide staff who are proficient and experienced in all phases of services required.

C. Site Assessment: The CONTRACTOR shall visit each site to assess site conditions including confirmation of the actual footage, material type and diameters and incorporate those findings in their initial cost and work proposal.

D. Vehicle Identification: The CONTRACTOR shall ensure that employee's vehicles display company logo on the side doors and company phone numbers. The CONTRACTOR will not permit personal vehicles to be parked at the job site.

E. License and Confined Space: The CONTRACTOR shall be a licensed CONTRACTOR for the provision of these services in the State of Florida with full service

offices in the State of Florida for the provision these services.

F. Cleaning of Stormwater Main and Sewer Lines: The CONTRACTOR shall remove and properly dispose of all debris from the inside of manholes, stormwater mains and/or sewer lines and provide a sufficiently dry interior environment that will not interfere with the installation's expected working life of a durable CIPP liner per the manufacturer's requirements.

G. Bypassing Stormwater and Sewage: The CONTRACTOR shall provide for the flow of stormwater and sewage around the sections of pipe designated for reconstruction. The CONTRACTOR shall make the bypass by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole by way of restrained watertight pipe. The CONTRACTOR will provide pump(s) and bypass lines of adequate capacity and size to handle the average daily flow. The CONTRACTOR'S backup bypass pump(s) will be adequately sized and with full operational capabilities and will be on site at all times of by-pass pumping. The CONTRACTOR shall be responsible for all traffic control during operations and bypass pumping.

H. TV & Inspection of Pipelines: The CONTRACTOR will inspect pipelines using experienced personnel trained in locating breaks, obstacles and service connections by closed circuit television. The CONTRACTOR will carefully inspect the interior of the pipeline to determine the location of any conditions which may prevent proper installation of CIPP into the pipeline; the CONTRACTOR will notify the City so that these conditions can be corrected. The CONTRACTOR shall review all questionable host pipe areas with the CITY and provide advice on remedies to correct them. The CONTRACTOR will maintain a video and suitable log for later reference by the CITY. The CONTRACTOR will perform the post-construction inspection and will provide a video DVD and log to the CITY. The CONTRACTOR will ensure that all video inspection are witnessed by a CITY representative as it is being performed. The CONTRACTOR will include the cost of video inspection in the contract line items.

I. Manhole/Liner Interface: The CONTRACTOR shall make a watertight seal at the interface where the liner/host pipe meets the manhole or other attachment point. The CONTRACTOR'S removal of CIPP liner from areas where line placement was elected in lieu of resetting equipment shall be incidental to the placement of the CIPP.

J. Service Reconnection: Service reconnection refers to the reinstatement of the house service connection at the sewer main after the installation of trenchless pipe reconnection system. The CONTRACTOR will accomplish this from within the sewer main via a remote controlled cutting device.

K. Service with Pressure Grouting: The CONTRACTOR will pressure grout the service wye after mainline has been rehabilitated and service line re-instated. The CONTRACTOR will use a non-shrinking chemical grout (Avanti 118/101 or Cues Quickseal 105 are acceptable). The CONTRACTOR shall provide trenchless reconstruction of service laterals and main line sewers. The CONTRACTOR shall perform services including but not limited to televised inspection, data collection, system flow analysis and pipeline reconstruction in accordance with ASTM Designation F2454-05, attached as Attachment B.

L. Safety and Worksite Control: The CONTRACTOR will provide services that include safety measures for both their workers and the public. The CONTRACTOR is completely responsible for the control of the environment of the work site during on-site operations including implementation, operation, maintenance and tear down of traffic control systems. The CONTRACTOR will take all precautions to protect the workers, public the CITY staff from the exposure to harmful or hazardous situations and substances within the stormwater and sewer systems.

M. Waste Materials: The CONTRACTOR will dispose all waste materials and shall transport waste materials to the nearest CITY Wastewater Treatment Plant for processing. The CONTRACTOR will obtain CITY approval of all waste material disposal schedules. The CONTRACTOR shall clean up all waste material spills and clean-up required due to the loading, hauling and unloading of the CONTRACTOR's equipment.

The CONTRACTOR shall conform to any and all requirements regarding hauling and disposal of waste from each work site in accordance with OSHA regulations and those that may be mandated by federal, state or local governments. The CONTRACTOR shall ensure that all waste material transporters possess all required federal, state and local regulations, including but without limitation, 40 CFR Part 263, "Standards Applicable to Transporters of Hazardous Waste" and Chapter 17-730, Part 3, Florida Administrative Code, as may be amended from time to time.

N. Curing Water: The CONTRACTOR will pay for all costs associated with disposal of curing water in accordance with CITY, State and Federal regulations.

O. TV Inspection Report: The CONTRACTOR will prepare and submit a report of each TV inspection and analysis to the CITY for review. The CITY shall consult with the CONTRACTOR and finalize the scope of work.

P. Schedule Coordination: The CONTRACTOR shall inform the CITY of its planned work schedules two weeks in advance of performing the work and provide the CITY reasonable opportunity to observe and inspect the work. The CONTRACTOR will advise the CITY of all schedule changes and notified when a work site is to be left for a 24-hour period when work is not complete.

Q. Rights of Various Interests: Wherever work being done by the City's forces or by other contractors is contiguous to Work covered by this Contract, the respective rights of the various interests involved shall be established by the City to secure the completion of the various portions of the work in general harmony.

R. Separate Contracts: The City reserves the right to let other contracts in connection with this work. Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate Contractor's work with theirs.

S. Patent Fees and Royalties: CONTRACTOR will be responsible at all times for compliance with applicable patents and copyrights encompassing, in whole or in part, any design, device, material, or process utilized, directly or indirectly, in the performance of the work or the formulation or presentation of its bid. CONTRACTOR will

pay all royalties and license fees and will provide, prior to commencement of a Project hereunder and at all times during the performance of same, for lawful use of any design, device, material or process covered by letters, patent or copyright by suitable legal agreement with the patentee, copyright holder, or their duly authorized representative whether or not the OWNER specifies a particular design, device, material, or process. CONTRACTOR will defend all suits or claims for infringement of any patent or copyright and will save the OWNER harmless from any loss or liability, direct or indirect, arising with respect to CONTRACTOR's process in the formulation of its Bid or the performance of the Work or otherwise arising in connection therewith. The OWNER will have the right to stop the Work or terminate this Contract at any time if CONTRACTOR fails to disclose to the OWNER that CONTRACTOR's work methodology includes the use of any infringing design, device, material, or process.

VIII. Contractor / Sub-contractor Employee Conduct and Appearance

A. Conduct:

1. CONTRACTOR and sub-contractors shall follow all applicable industry standards, federal, state, and local laws/ordinances as related to described work.

2. CONTRACTOR'S on-site employees shall all have current confined space entry certification.

3. The CONTRACTOR will remove any employee or sub-contractor employee reporting to a work site under the influence and/or smelling of alcohol from the work site. CONTRACTOR will immediately replace the employee in a timely manner and at no cost to the CITY.

4. The CONTRACTOR will provide trained supervision at the work site to ensure work is performed in a safe manner.

5. The CONTRACTOR shall correct any damage resulting from the negligence of CONTRACTOR or sub-contractor employee(s) to CITY property or equipment in a timely manner, to the CITY's satisfaction and at the CONTRACTOR's sole expense.

B. Appearance:

1. CONTRACTOR and sub-contractor employees assigned to work under this contract will maintain a neat, clean, and professional appearance.

2. CONTRACTOR and sub-contractor employees shall wear uniforms consisting of, at minimum, wear a work shirt identifying their company name.

3. Licenses/Permits: The CONTRACTOR will obtain all necessary municipal and other governmental licenses/permits and approvals or consent from utilities or carriers such as communications companies, electric utilities, gas utilities and/or other persons/organizations upon whose property or authority performance of work under the contract might impinge.

IX. Scope of Work General Stormwater and Sanitary Sewer Main Lining

The CONTRACTOR will be compensated for oval stormwater mains at the unit cost for the round pipe diameter that meets or exceeds the oval pipe's square feet of flow-way

area opening. Individual item quantities may be adjusted at the sole discretion of the City if necessary to compensate for unique project and site conditions.

A. Stormwater Main and Sanitary Sewer Cleaning

Scope: Work performed under this section includes removal and disposal of all dirt, roots, grease, solids, or semi-solids from stormwater mains, sanitary sewer mains and manholes as indicated on the drawings and as specified herein to the extent that video inspection, flow isolation, and manhole inspection can be performed.

1. Quality Assurance: The CONTRACTOR shall conduct cleaning operations using experienced personnel who have previously been engaged in cleaning operations of similar size and complexity to the work described herein.

2. Submittals:

a. The CONTRACTOR shall submit a Cleaning Log in a format acceptable to the CITY for the purposes of recording pertinent information relative to the stormwater main and sanitary sewer structures being cleaned. The CONTRACTOR will provide the Cleaning Log no later than 14 calendar days after the conclusion of the cleaning.

b. The CONTRACTOR will submit Material Safety Data Sheets (MSDS) for all chemical cleaning agents proposed for use under this contract no later than 14 days after the effective date of the Contract.

B. Products: The CONTRACTOR shall utilizes cleaning equipment capable of removing all accumulated dirt, sand, grease, rocks and other deleterious materials and obstructions from the sanitary sewer mains and the oval and round stormwater mains. The CONTRACTOR will ensure that all equipment used for cleaning operations is designed and intended to do the type of work which is specified. The CONTRACTOR will utilize equipment which is self-contained to handle all operations, when possible. The CONTRACTOR will use equipment manufacturer that is actively engaged in the research, development and manufacturing of said equipment. The CONTRACTOR may be directed to remove equipment deemed sub-standard by the City and may be directed to replace the equipment with equipment meeting these specifications, at no additional cost to the CITY.

1. High Velocity Cleaning Equipment: The CONTRACTOR will supply all high velocity hydraulic sewer cleaning equipment mounted on trucks. The CONTRACTOR supplied equipment shall have a minimum of 500 feet of ¾ inch I.D. high pressure hose with a selection of two or more high velocity nozzles. The nozzles shall have a capacity of 30 GPM at a minimum working pressure of 1000 psi. The nozzles shall be capable of producing a scouring action from 15° to 45° in the direction of cleaning and perpendicular to the sewer axis in all size lines designated to be cleaned. The CONTRACTOR will supply a high velocity gun for washing and scouring manhole walls and floor. The gun capacity shall equal 3.5 to 27 GPM at between 200 and 800 psi. The gun shall be capable of producing flows from a fine spray to a long distance solid stream. The equipment shall carry its own 1200 gallon (minimum) water tank capable of holding corrosive or caustic cleaning, sanitizing or degreasing chemicals if required by the CITY, auxiliary engines and pumps, and hydraulically driving hose reel. All controls shall be located so that the equipment can be operated aboveground.

2. Hydraulically Propelled Cleaning Equipment: The CONTRACTOR will supply hydraulically propelled cleaning equipment of the movable dam type and be constructed in such a way that a portion of the dam may be collapsed at any time during the cleaning operation to protect against flooding of the storm or sewer systems. Storm/Sewer cleaning balls or other such equipment which cannot be collapsed instantly to provide an immediate unobstructed flow-way during emergency conditions will not be considered as acceptable cleaning equipment. The movable dam shall be of equal diameter as the pipe being cleaned and shall provide a flexible scraper around the outer periphery to ensure total removal of the grease or obstruction.

3. Mechanical Cleaning Equipment: The CONTRACTOR will provide bucket machines in pairs with each machine powered by a minimum of a 16 horsepower engine to ensure sufficient pulling power. Each machine shall be equipped with a two speed transmission and shall be able to pull at rates of 175 feet per minute in high speed. The belt clutch gear reduction shall be a combination of approximately 83 to 1 reduction in low speed and 55 to 1 in high speed. The power rodding machine shall be of a "continuous rod" type capable of holding a minimum of 750 feet of rod. The machine and rod shall be specially treated steel, designed for the purpose intended. The machine shall have a positive rod drive and produce a 2,000 pound rod pull. To ensure safe operation, the machine shall have a fully enclosed body and an automatic safety throw-out clutch or relief valve. The final pass shall be with a brush large enough to ensure that the line has been cleaned sufficiently. This brush shall be mechanically driven, with the power mechanism properly sized. The CONTRACTOR will arrange all electrical drops required by the CONTRACTOR.

4. Capture and Removal of Debris: The CONTRACTOR shall furnish equipment, either specialized or standard in the industry, for the purpose of preventing debris from being washed past the manhole downstream of the line segment being cleaned, and for removing the debris from the manhole before any damage is caused to the system performance and or system equipment such as pump/lift stations, check valves, flow-ways, etc. The CONTRACTOR will bear the cost of all system down-time and repairs to restore operational status resulting from construction debris damage that in the CITY's opinion was reasonably preventable.

5. Water Metering Requirements: The CONTRACTOR will access CITY water via fire hydrants equipped with hydrant meters for cleaning, inversion and other work items requiring water. All costs incurred in obtaining and delivering the potable water shall be borne by the CONTRACTOR. The CONTRACTOR will use only potable water for this work.

C. Execution:

1. General: These specifications provide a basis by which a stormwater main or sanitary sewer line can be cleaned of all debris so that further work can be carried out. The CONTRACTOR will clean the designated stormwater main and/or sanitary sewer lines using high velocity, hydraulically propelled or mechanically powered sewer cleaning equipment as specified. The CONTRACTOR'S selection of the equipment used shall be based on the condition of the lines at the time the work commences. The CONTRACTOR will select equipment and methods that are satisfactory to the CITY. The CONTRACTOR will accomplish the cleaning of stormwater main or sewer lines by trapping and collecting all sand, debris, grease and other materials at the next manhole downstream of the line being cleaned,

and removal and proper disposal of said materials. The CONTRACTOR'S cleaning operations may also provide a means by which the stormwater main or sewer line can be threaded, i.e., a cable inserted in the line so that the television camera may be pulled through. The CONTRACTOR will not clean upstream sections of pipe once that section of pipe has been televised and accepted as complete.

2. Site Visit: The CONTRACTOR will conduct a physical reconnaissance of the area to be cleaned in order to verify the location of known and/or accepted manholes.

3. The CONTRACTOR shall utilize a magnetic locator to attempt to identify the location of buried manhole covers and notify the CITY representative so that CITY personnel can excavate and bring the manhole up to grade prior to cleaning. Under no circumstances shall the CONTRACTOR excavate buried manholes without prior written authorization from the CITY.

D. Hydraulic Cleaning Methodology:

1. High Velocity Cleaning Methodology: High velocity hydro-cleaning shall consist of cleaning and flushing of the stormwater main or sewer line by means of water pumped into the line at a high velocity. The CONTRACTOR shall accomplish cleaning using approved equipment to deliver water to a self-propelled nozzle to do the necessary cleaning and flushing. The CONTRACTOR will make as many passes as necessary to sufficiently clean the stormwater main or sewer line. The CONTRACTOR will take all precautions to protect the stormwater main or sewer line from damage that might be inflicted by the improper use of cleaning equipment.

2. Hydraulically Propelled Methodology: The CONTRACTOR will take precautions to ensure that the water does not cause damage of flooding to the public or private property being served by the manhole section involved whenever hydraulically propelled cleaning tools, which depend on water pressure to provide their cleaning force, or any tools which retard the flow of water in the stormwater main or sewer line are used.

3. Capture and Removal of Debris: The CONTRACTOR will construct a suitable weir or dam in the downstream manhole in such a manner that both the solids and water shall be trapped when hydraulic cleaning equipment is used, shall be constructed. The CONTRACTOR will pump this trapped solution using a method approved by the CITY, from the manhole into a retention chamber aboveground. The retention chamber shall contain not less than two baffles to ensure complete settlement of the solids before returning the liquid to the stormwater main or sewer line.

E. Mechanical Cleaning Methodology:

1. Rodding: The CONTRACTOR will perform cleaning by rodding with a power-driven continuous steel rod of sufficient length and gauge with the proper cleaning heads or augers, so as to loosen all solids or other materials. It shall also provide a means to thread a cable for the power winch.

2. Bucket Machine: The CONTRACTOR will remove all solids, materials and other debris by means of a clam-shell type bucket and/or other appliances dragged through the stormwater main or sewer line with power winches of suitable size and horsepower.

3. Supplemental Cleaning: The CONTRACTOR will perform a minimum of one pass using hydraulic cleaning methods after all material has been removed by mechanical cleaning, to ensure complete removal of material from the walls of the pipe. The CONTRACTOR will repair any damage to pipes.

4. Capture and Removal of Debris: The CONTRACTOR will capture debris in the downstream manhole in a manner approved in writing by the CITY, or as described above when mechanical cleaning equipment is used. .

F. Special Cleaning Requirements for Cast Iron Pipe: The CONTRACTOR will clean pipes of tuberculation, including rust build-up and mineral deposits after cleaning pipe of normal sewage deposits such as sand and grease by methods above. The CONTRACTOR may choose any equipment necessary to remove the tuberculation for pipe diameters greater than 24-inch, such as a "pig" or rodder; however, no equipment shall be used which may damage the pipe, manholes, street or downstream pump stations. The CONTRACTOR will remove all tuberculations for pipe diameters less than or equal to 24-inch, using a high pressure water blaster capable of delivering a minimum of 40 gallons per minute at a pressure of 10,000 psi. Where practical, the line shall be proofed by pulling a slip lining pulling head for the size of the pipe involved through the pipe to insure that no restrictions remain. The CONTRACTOR may choose a similar proofing device if deemed acceptable, in writing, by CITY.

G. Sanitary Sewer Manhole Modifications: The CONTRACTOR will make any modifications to manholes to facilitate cleaning which will be subject to prior written approval by the CITY. CONTRACTOR shall salvage and reuse all manhole covers and rings that are removed during sewer line and manhole rehabilitation.

H. Material Removal and Cleanup:

1. Material Removal: The CONTRACTOR will remove all sludge, dirt, sand, rocks, grease and other solid or semi-solid material resulting from the cleaning operation at the downstream manhole of the section being cleaned. Passing material from manhole section to manhole section will not be permitted. Under no circumstances will the CONTRACTOR be allowed to accumulate debris, sand, etc., on the site of work beyond the time limit approved by the CITY, except in totally enclosed containers, and only with the prior written approval of the CITY. The CONTRACTOR will remove all solids or semi-solids resulting from the cleaning operations from the site and disposed of at a location approved by the CITY.

2. Root Removal: The CONTRACTOR will remove all roots. The CONTRACTOR will give special attention during the cleaning operation to assure complete removal of roots from joints in lines and manholes. The CONTRACTOR may use chemical root treatment at the option of the CONTRACTOR.

When the CONTRACTOR uses chemicals to aid in removal of roots, the chemical shall be EPA registered and labeled for use in sewer lines and manholes and in compliance with all applicable CITY, State and Federal regulations. All material and mixing/application procedures for chemical root treatment shall be consistent with the latest standards, requirements and recommendations of the manufacturer of the chemical root

treatment material used. The CONTRACTOR shall protect waterways, ponds and other water bodies from chemical contamination.

I. Degree of Cleaning: The CONTRACTOR will remove all dirt, debris, roots and other solid and liquid materials from the sections of stormwater system or sewer system being cleaned to the extent that closed circuit television inspection can be performed. The CONTRACTOR will only perform light cleaning on all stormwater main and sanitary sewer main. A CITY representative shall define the extent of the cleaning to be performed on existing pipes included within a given work order. The level of cleaning is defined as follows:

1. Light Cleaning: The removal of ¼ pipe diameter depth or less of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation will be paid under a separate line item.

2. Medium Cleaning: The removal of greater than ¼ and up to and including ½ pipe diameter depth of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation will be paid under a separate line item.

3. Heavy Cleaning: The removal of greater than ½ pipe diameter depth of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation will be paid under a separate line item

J. Dewatering: When by CITY and CONTRACTOR prior inspection and agreement it is determined that the pipe cannot be cleaned due to infiltration of groundwater, and the CONTRACTOR is required to temporarily halt the infiltration of groundwater by de-watering system means, the cost shall be included in the unit prices for cleaning as an incidental cost..

K. Manhole Clean-up: Clean-up operations shall consist of cleaning all debris out of the manhole and off the ground around the manhole. The CONTRACTOR will remove all debris from the stormwater system and sanitary sewer system and shall disposed of such debris properly off site in areas provided by the CONTRACTOR at the CONTRACTOR'S expense. The CONTRACTOR will provide transportation of debris or other material by the CONTRACTOR in vehicles or equipment which contain the debris or other material in such a manner to minimize objectionable odor and avoid the possibility of dripping, spilling, scattering, leaking or blowing. , The CONTRACTOR will clean up any debris or other material to the satisfaction of the CITY or other authorities having jurisdiction should spillage of debris resulting from overloading of trucks or for any other reason. The CONTRACTOR will ensure that all vehicles transporting debris or other material do not exceed the maximum allowable load limits of any road being used.

L. Restoration: The CONTRACTOR will repair all damage to public and/or private property which occurs as a direct result of the cleaning operations. The cost of restoring any damaged area to conditions prior to cleaning shall be borne by the CONTRACTOR.

M. Additional Cleaning: The CONTRACTOR will re-clean the line at no additional expense to the CITY should subsequent video inspection of cleaned stormwater main or sewers reveal that additional cleaning is required. The CONTRACTOR will provide any additional video inspection or re-setup of video equipment required due to re-cleaning at no additional expense to the CITY.

N. Pre- and Post-Work Inspections

The CONTRACTOR will video tape the stormwater main or sewer lines under the direct supervision of a CITY representative, prior to commencement of any proposed CIPP work and prior to acceptance of any completed CIPP work,. A CITY representative must be on site during the entire inspection procedure period. In the event the CONTRACTOR performs video inspection without a CITY representative present, the video will not be accepted by the CITY and must be re-done in the presence of a CITY representative. The CONTRACTOR will provide one (1) copy of the DVD video and associated video logs to the CITY prior to scheduling the post-cleaning and final inspections. CONTRACTOR shall meet with CITY staff to determine the acceptable method of repair if defects or problems are observed on the video. The CONTRACTOR will make all necessary repairs or correct the noted deficiencies at no cost to the CITY.

The CONTRACTOR will provide mandatory television inspection on all stormwater main and sewer mains that CIPP work has been performed under this contract. Only pan and tilt type cameras will be allowed. The CONTRACTOR will provide two (2) copies each of the written report and DVD video record of the inspection with audible description of run, direction, location and description of any defect or abnormality to the CITY at the time of the inspection. The video will be in color with good clarity. No black and white or poor quality videos will be accepted. The CONTRACTOR will schedule television inspection a minimum of seventy-two (72) hours in advance and a CITY representative is required to be on-site during entire length of each television inspection; otherwise the television inspection will be deemed invalid. The CONTRACTOR will clean all lines prior to videoing in accordance with Technical Specifications.

O. Maintenance of Traffic (MOT)

CONTRACTOR shall furnish all traffic control in accordance with the Florida Department of Transportation (FDOT) specifications as outlined in the "Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System" (latest edition) and the United States Department of Transportation/Federal Highway Administration (USDOT/FHWA) "Manual on Uniform Traffic Control Devices" (latest edition) for all aspects of assigned work.

CONTRACTOR shall perform all construction activity so that access to businesses can be maintained at all times and access to occupied homes can be maintained during non-working hours. The CONTRACTOR will provide written notice prior to access blockage to the blocked business/resident a minimum of forty-eight (48) hours in advance, either mailed or hand-delivered with a copy of each furnished to the CITY.

The CONTRACTOR shall maintain at least one lane of vehicular traffic at all times. The CONTRACTOR shall also provide safety barricades, business entrance signage and flag persons as required to properly maintain traffic flow. The CONTRACTOR shall prepare and submit a traffic maintenance plan for approval by the CITY prior to the start of work if directed by the CITY. The CONTRACTOR will include the cost of all work, materials and costs required for completed traffic control in the unit cost of the traffic control pay items in the pricing sheet.

P. Locates CONTRACTOR is responsible for all utility locates.

Q. Isolation and Bypass Operations

1. CONTRACTOR shall provide all isolation and bypass operations: The CONTRACTOR's objective of flow bypass and/or diversion pumping is to maintain an efficient and uninterrupted level of service to wastewater collection system and stormwater main users while maintenance or construction operations (including rehabilitation, repair or replacement) are being performed on the segment(s) being bypassed and/or from which flow is being diverted by:

a. Ensuring that bypass and diversion pumps are adequately fueled, lubricated and maintained.

b. Ensuring backup spare parts are expeditiously applied to the flow bypass and/or diversion pumping system in the event of component breakdown.

c. Ensure an emergency backup plan is smoothly implemented in the event of system failure.

d. Preventing backup, spillage, flooding or overflow onto streets, yards and unpaved areas or into building, adjacent ditches, stormwater mains and waterways while flow bypass or diversion pumping takes place, and

e. Ensuring that installation, startup and subsequent disassembly of the flow bypass and diversion pumping system is smoothly transitioned.

2. The CONTRACTOR will provide flow bypass and diversion pumping in such a manner so as not to damage private or public property, or create a nuisance or public menace. The CONTRACTOR will enclose the pumped sewage in a hose or pipe that is adequately protected from traffic and shall be redirected into the wastewater collection system. The CONTRACTOR will return flow to the sewer and will remove all temporary equipment after the work is completed. The CONTRACTOR will enclose the pumped storm water in an enclosed hose or pipe that is adequately protected from traffic and shall be redirected into the stormwater system. The CONTRACTOR shall return flow to the stormwater mains and all temporary equipment removed after the work is completed.

3. The CONTRACTOR will provide an experienced bypass/diversion pump maintenance operator/mechanic and/or deputy on site continuously to monitor the operation of the entire bypass/diversion system when pumps are operating. The operator/mechanic shall comprehensively, methodically and continuously:

a. Adjust pump speed as appropriate so as not to adversely impact upstream or downstream flow condition levels

b. Check that the effectiveness and security of bulkheads, dams, diaphragms, plugs, valves, weirs and all other flow control devices are working effectively and according to plan.

c. Check the integrity of hoses and couplings along the entire bypass/diversion system.

d. Monitor lubrication levels and top off as necessary

e. Facilitate minor repairs as required

f. Report to CITY on problems arising.

4. The CONTRACTOR shall plan and execute sewer flow control, bypass and diversion pumping operations. The CONTRACTOR shall be entirely liable for damages to private or public property that may result from his/her operations and for all cleanup, disinfection, damages, and resultant fines in the event of spillage, flooding or overflow.

5. The CONTRACTOR shall immediately stop the overflow and take action to clean up and disinfect the spillage in the event of accidental overflow or spillage. The CONTRACTOR shall notify the CITY immediately and in any event not less than twenty-four (24) hours following the occurrence.

The CONTRACTOR is deemed to be entirely responsible should fines be subsequently imposed as a direct result of the overflow or spillage and the CONTRACTOR shall pay such fines as are imposed by the authorities. The CITY shall pay no fine(s) where it is shown the CONTRACTOR was entirely responsible for any overflow or spillage.

6. The CONTRACTOR shall complete work as efficiently as possible without interruption once by-pass pumping is underway at any given site.

7. The CONTRACTOR will ensure the level of noise emitted from pumps is within local regulations/ordinance parameters.

R. Work Integration

1. Hours of Operation: The CONTRACTOR will conduct all work during CITY acceptable work hours (typically 7:30 a.m. to 6:00 p.m.), Monday through Friday with the exception of CITY-observed events or holidays, unless circumstances prevent such scheduling. Such circumstances may include, but are not limited to, structures with high peak flows, significant negative impact on business or schools or excessive pedestrian and vehicular traffic flow if structure is located in vehicular or pedestrian thoroughfare. In such circumstances, "off hours" work will be required. This work may include late night and/or early morning hours and weekends. Such scheduling shall be agreed upon by both the CONTRACTOR and the CITY prior to the start of work. CONTRACTOR overtime and other CONTRACTOR-related costs shall be borne by the CONTRACTOR.

2. Work Coordination: The CONTRACTOR shall coordinate all work between a single point of contact for the CONTRACTOR and the CITY designated project manager. The CONTRACTOR will conduct discussion of structure conditions before work starts and final payment based on conditions agreed to at time of commencement of work or in subsequently approved change orders.

3. The CONTRACTOR will notify the CITY a minimum of seventy-two (72) hours prior to the commencement of work in order for CITY personnel to be available for onsite activities.

S. Work Product Submittals

1. Bypass Pumping: The CONTRACTOR will provide submittals for the by-pass pumping plan and those plans approved no less than two weeks prior to execution of the work. The CONTRACTOR will not mobilize prior to approval of the pumping plan.

2. Videotaping: CONTRACTOR will submit one copy of each of two video inspections; one prior to the start of work and one after CIPP lining is completed for each

project. The video shall be of *high visual quality with complete and clear annotation on screen* to trace the route of camera travel and accurately determine the pipe condition in compatibility with the route and inspection information in the condition assessment log.

T. Site Restoration

The CONTRACTOR shall restore the work site(s) on a daily basis where practical. The CONTRACTOR will clear all obstructions from roadways, sidewalks, bike paths and other public thoroughfares daily, to the largest extent possible. The CONTRACTOR will not create a public nuisance during restoration activities. The CONTRACTOR will complete all restoration activities within a minimum of fourteen (14) calendar days of work being finished in a work area. Site restoration is ancillary item for the CIPP reconstruction and shall be included in the LF cost.

U. Ordering and Payment

1. Work will be ordered by the City through delivery of a work order request e-mail that includes a due date for the work order proposal to be submitted, a brief description of the work to be done and an aerial map with a schematic detail of the pipe system. The work order request will include a request for a fee and a time for completion. The City's work order request to the Contractor is based on an annual prioritized list of projects or a request from the Field Operations staff. It may or may not include the need for special conditions such as a compressed timeframe for response and the work schedule based upon the urgency/conditions such as an impending or partial road collapse. Acceptance of the work order proposal shall be documented by issuance of a City Purchase Order. Work shall not commence until issuance of an electronic Notice to Proceed (i.e., an email) for the work order.

2. The CONTRACTOR will submit monthly invoices to the CITY inspector for review and agreement prior to submitting to the CITY project manager for final acceptance and processing of payment.

V. Mobilization Mobilization charges shall include movement of equipment and material to and from the site and other costs not included as a separate line item to commence work on a work authorization.

W. Line Reconstruction

1. Sanitary: Includes open cut and installation of SDR-26 PVC Sanitary Sewer. Furnished and Installed. Open cut and Construct Sanitary Sewer line includes all labor, materials, and equipment necessary for dewatering, excavation, sheeting, shoring bracing installation of SDR26 PVC sanitary sewer, rigid fernco connections or manhole boots as required, pipeline identification and warning tape, disposal of excess material and old pipe, suitable backfill, replacement of existing improvements, pavement repair, testing, sodding and cleanup.

2. Sanitary: Incudes open cut installation of C900 Sanitary sewer. Furnished and Installed. Open cut and Construct Sanitary Sewer line includes all labor, materials, and equipment necessary for dewatering, excavation, sheeting, shoring bracing installation of C900 sanitary sewer, rigid fernco connections or manhole boots as required,

pipeline identification and warning tape, disposal of excess material and old pipe, suitable backfill, replacement of existing improvements such as connections, testing, sodding and cleanup.

3. Stormwater: Incudes open cut installation of RCP stormwater pipeline. Furnished and Installed. Open cut and Construct stormwater line, includes all labor, materials, and equipment necessary for dewatering, excavation, sheeting, shoring, bracing installation of RCP stormwater pipeline identification and warning tape, disposal of excess material and old pipe, suitable backfill, replacement of existing improvements such as connections, testing, sodding, pavement repair, brick and mortar installation and any connection to a structure and cleanup. **FDOT** Concrete collars are required on RCP to connect pipe and incidental to installation of the stormwater PVC line.

4. Stormwater: Incudes open cut installation of HDPE stormwater pipeline. Furnished and Installed. Open cut and Construct stormwater line includes all labor, materials, and equipment necessary for dewatering, excavation, sheeting, shoring, bracing installation of HDPE stormwater pipeline identification and warning tape, disposal of excess material and old pipe, suitable backfill, replacement of existing improvements such as connections, testing, sodding, pavement repair, brick and mortar installation and any connection to a structure and cleanup. HDPE collars are incidental to installation of the stormwater HDPE line.

X. Grout Fill Abandoned Lines Grout fill will be required where the City determines it best to replace the entire line in a different alignment. The unit price will be paid by the cubic yard. Payment will be for the furnishing and placement of the grout mixture and will include all necessary excavation, connections, restoration and all other accommodations to properly perform the work.

Y. Manhole Cleaning the CONTRACTOR will remove all dirt, debris, roots and other solid and liquid materials from the sections of stormwater or sewer manhole being cleaned to the extent that closed circuit television inspection can be performed.

EXHIBIT B

	CIPP REHABILITATION - SANITARY SEWER MAINS				
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
A	**8" diameter**				
A-1	6.0 mm normal thickness (.236")	10,000	LF	$ 23.10	$ 231,000.00
A-2	7.5 mm normal thickness (.295")	10,000	LF	$ 25.20	$ 252,000.00
A-3	9.0 mm normal thickness (.354")	5,000	LF	$ 26.00	$ 130,000.00
				TOTAL "A"	$ 613,000.00
B	**10" diameter**				
B-1	6.0 mm normal thickness (.236")	400	LF	$ 27.30	$ 10,920.00
B-2	7.5 mm normal thickness (.295")	400	LF	$ 29.70	$ 11,880.00
B-3	9.0 mm normal thickness (.354")	400	LF	$ 31.00	$ 12,400.00
				TOTAL "B"	$ 35,200.00
C	**12" diameter**				
C-1	6.0 mm normal thickness (.236")	400	LF	$ 30.40	$ 12,160.00
C-2	7.5 mm normal thickness (.295")	400	LF	$ 32.90	$ 13,160.00
C-3	9.0 mm normal thickness (.354")	600	LF	$ 39.30	$ 23,580.00
				TOTAL "C"	$ 48,900.00
D	**15" diameter**				
D-1	6.0 mm normal thickness (.236")	400	LF	$ 38.00	$ 15,200.00
D-2	7.5 mm normal thickness (.295")	400	LF	$ 42.10	$ 16,840.00
D-3	9.0 mm normal thickness (.354")	600	LF	$ 49.10	$ 29,460.00
				TOTAL "D"	$ 61,500.00
E	**18" diameter**				
E-1	6.0 mm normal thickness (.236")	300	LF	$ 37.90	$ 11,370.00
E-2	7.5 mm normal thickness (.0295")	300	LF	$ 45.00	$ 13,500.00
E-3	9.0 mm normal thickness (.354")	300	LF	$ 57.70	$ 17,310.00
E-4	10.5 mm normal thickness (.413")	200	LF	$ 61.20	$ 12,240.00
				TOTAL "E"	$ 54,420.00
F	**21" diameter**				
F-1	6.0 mm normal thickness (.236")	300	LF	$ 44.00	$ 13,200.00
F-2	7.5 mm normal thickness (.295")	300	LF	$ 48.00	$ 14,400.00
F-3	9.0 mm normal thickness (.354")	300	LF	$ 67.50	$ 20,250.00
F-4	10.5 mm normal thickness (.413")	300	LF	$ 73.30	$ 21,990.00
F-5	12.0 mm normal thickness (.472")	200	LF	$ 78.90	$ 15,780.00
F-6	Charge for each 1.5 mm thickness increase per LF exceeding 12.0 mm	100	LF	$ 4.20	$ 420.00
				TOTAL "F"	$ 86,040.00

	CIPP REHABILITATION - SANITARY SEWER MAINS				
ITEM	**DESCRIPTION**	**ESTIMATED QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**EXTENDED PRICE**
G	**24" diameter**				
G-1	9.0 mm normal thickness (.354")	300	LF	$ 70.00	$ 21,000.00
G-2	10.5 mm normal thickness (.413")	300	LF	$ 82.50	$ 24,750.00
G-3	12.0 mm normal thickness (.472")	300	LF	$ 89.90	$ 26,970.00
G-4	13.5 mm normal thickness (.531")	300	LF	$ 94.90	$ 28,470.00
G-5	15.0 mm normal thickness (.591")	200	LF	$ 100.20	$ 20,040.00
G-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	100	LF	$ 4.30	$ 430.00
				TOTAL "G"	$ 121,660.00
H	**27" diameter**				
H-1	9.0 mm normal thickness (.354")	100	LF	$ 74.00	$ 7,400.00
H-2	10.5 mm normal thickness (.413")	100	LF	$ 89.70	$ 8,970.00
H-3	12.0 mm normal thickness(.472")	100	LF	$ 97.90	$ 9,790.00
H-4	13.5 mm normal thickness (.531")	50	LF	$ 104.20	$ 5,210.00
H-5	15.0 mm normal thickness (.591")	50	LF	$ 110.30	$ 5,515.00
H-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	100	LF	$ 3.90	$ 390.00
				TOTAL "H"	$ 37,275.00
I	**30" diameter**				
I-1	9.0 mm normal thickness (.354")	100	LF	$ 76.00	$ 7,600.00
I-2	10.5 mm normal thickness (.413")	100	LF	$ 101.10	$ 10,110.00
I-3	12.0 mm normal thickness (.472")	100	LF	$ 109.50	$ 10,950.00
I-4	13.5 mm normal thickness (.531")	100	LF	$ 115.90	$ 11,590.00
I-5	15.0 mm normal thickness (.591")	100	LF	$ 121.80	$ 12,180.00
I-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	100	LF	$ 5.50	$ 550.00
				TOTAL "I"	$ 52,980.00
J	**36" diameter**				
J-1	10.5 mm normal thickness (.413")	100	LF	$ 90.00	$ 9,000.00
J-2	12.0 mm normal thickness (.472")	100	LF	$ 134.50	$ 13,450.00
J-3	13.5 mm normal thickness (.531")	100	LF	$ 142.80	$ 14,280.00
J-4	15.0 mm normal thickness (.591")	100	LF	$ 150.70	$ 15,070.00
J-5	16.5 mm normal thickness (.650")	100	LF	$ 157.40	$ 15,740.00
J-6	18.0 mm normal thickness (.709")	100	LF	$ 166.10	$ 16,610.00
J-7	Charge for each 1.5 mm thickness increase per LF exceeding 18.0 mm	100	LF	$ 5.60	$ 560.00
				TOTAL "J"	$ 84,710.00

	CIPP REHABILITATION - SANITARY SEWER MAINS				
ITEM	**DESCRIPTION**	**ESTIMATED QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**EXTENDED PRICE**
K	**42" diameter**				
K-1	10.5 mm normal thickness (.413")	100	LF	$ 119.80	$ 11,980.00
K-2	12.0 mm normal thickness (.472")	100	LF	$ 158.80	$ 15,880.00
K-3	13.5 mm normal thickness (.531")	100	LF	$ 167.60	$ 16,760.00
K-4	15.0 mm normal thickness (.591")	100	LF	$ 176.40	$ 17,640.00
K-5	16.5 mm normal thickness (.650")	50	LF	$ 185.20	$ 9,260.00
K-6	18.0 mm normal thickness (.709")	50	LF	$ 192.80	$ 9,640.00
K-7	Charge for each 1.5 mm thickness increase per LF exceeding 18.0 mm	100	LF	$ 7.10	$ 710.00
				TOTAL "K"	$ 81,870.00
	TOTAL "A" THRU "K"				$ 1,277,555.00
	CLEAN & INSPECTION - SANITARY SEWER MAINS				
L	**Light Cleaning and Inspection**				
L-1	8" – 12" diameter	6,000	LF	$ 2.50	$ 15,000.00
L-2	14" – 18" diameter	6,000	LF	$ 5.00	$ 30,000.00
L-3	20" – 24" diameter	6,000	LF	$ 7.00	$ 42,000.00
L-4	27" – 42" diameter	6,000	LF	$ 10.00	$ 60,000.00
L-5	48" – 72" diameter	6,000	LF	$ 12.10	$ 72,600.00
				TOTAL "L"	$ 219,600.00
M	**Medium Cleaning**				
M-1	8" – 12" diameter	6,000	LF	$ 3.70	$ 22,200.00
M-2	14" – 18" diameter	6,000	LF	$ 7.00	$ 42,000.00
M-3	20" – 24" diameter	6,000	LF	$ 10.00	$ 60,000.00
M-4	27" – 42" diameter	6,000	LF	$ 13.10	$ 78,600.00
M-5	48" – 72" diameter	6,000	LF	$ 15.10	$ 90,600.00
				TOTAL "M"	$ 293,400.00
N	**Heavy Cleaning**				
N-1	8" – 12" diameter	6,000	LF	$ 3.30	$ 19,800.00
N-2	14" – 18" diameter	6,000	LF	$ 8.00	$ 48,000.00
N-3	20" – 24" diameter	6,000	LF	$ 12.10	$ 72,600.00
N-4	27" – 42" diameter	6,000	LF	$ 16.10	$ 96,600.00
N-5	48" – 72" diameter	6,000	LF	$ 18.10	$ 108,600.00
		6,000	LF		$ -
				TOTAL "N"	$ 345,600.00
O	**Root Removal**				
O-1	8" – 12" diameter	6,000	LF	$ 1.60	$ 9,600.00
O-2	14" – 18" diameter	6,000	LF	$ 2.60	$ 15,600.00
O-3	20" – 24" diameter	6,000	LF	$ 4.80	$ 28,800.00
O-4	27" – 42" diameter	6,000	LF	$ 5.30	$ 31,800.00
O-5	48" – 72" diameter	6,000	LF	$ 6.30	$ 37,800.00
				TOTAL "O"	$ 123,600.00

	CLEAN & INSPECTION - SANITARY SEWER MAINS				
ITEM	**DESCRIPTION**	**ESTIMATED QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**EXTENDED PRICE**
P	**Tuberculation Cleaning**				
P-1	8" – 12" diameter	6,000	LF	$ 19.00	$ 114,000.00
P-2	14" – 18" diameter	6,000	LF	$ 21.70	$ 130,200.00
P-3	20" – 24" diameter	6,000	LF	$ 22.70	$ 136,200.00
P-4	27" – 42" diameter	6,000	LF	$ 23.30	$ 139,800.00
P-5	48" – 72" diameter	6,000	LF	$ 25.90	$ 155,400.00
				TOTAL "P"	$ 675,600.00
	TOTAL "L" THRU "P"				$ 1,657,800.00
	SANITARY SEWER				
	LATERAL CIPP LINING-TOP HAT/FULL WRAP - UP TO 36"				
Q					
Q-1	Four (4) inch lateral connection per ASTM F1216-16	20	EA	$ 2,009.90	$ 40,198.00
Q-2	Six (6) inch lateral connection per ASTM F1216-16	20	EA	$ 2,009.90	$ 40,198.00
Q-3	Eight (8) inch lateral connection per ASTM F1216-16	20	EA	$ 2,009.90	$ 40,198.00
Q-4	Lateral lining 0 to 30' per ASTM F1216-16	100	LF	$ 79.30	$ 7,930.00
Q-5	Additional Lateral Lining > 30' per ASTM F1216-16	100	LF	$ 37.00	$ 3,700.00
Q-6	Lateral Cutout	20	EA	$ 195.00	$ 3,900.00
Q-4	Lateral Grout	20	EA	$ 390.20	$ 7,804.00
	TOTAL "Q"				$ 143,928.00
	SANITARY SEWER				
	MANHOLE/LIFT STATION REFURBISHMENT				
R					
R-1	Interior Manhole Application (Precast)	2,000	SF	$ 19.00	$ 38,000.00
R-2	Interior Manhole Application (Brick)	2,000	SF	$ 23.30	$ 46,600.00
R-3	Interior Lift Station Application (Precast)	2,000	SF	$ 21.20	$ 42,400.00
R-4	Interior Lift Station Application (Brick)	2,000	SF	$ 26.40	$ 52,800.00
R-5	Bench/Invert Repair	200	EA	$ 528.90	$ 105,780.00
	TOTAL "R"				$ 285,580.00
	SANITARY SEWER				
	CLEANOUT INSTALLATION				
ITEM	**DESCRIPTION**	**ESTIMATED QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**EXTENDED PRICE**
S					
S-1	Four (4) inch cleanout	20	EA	$ 528.90	$ 10,578.00
S-2	Six (6) inch cleanout	20	EA	$ 634.70	$ 12,694.00
S-3	Eight (8) inch cleanout	20	EA	$ 793.40	$ 15,868.00
	TOTAL "S"				$ 39,140.00

	MANHOLE CLEANING				
ITEM	**DESCRIPTION**	**ESTIMATED QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**EXTENDED PRICE**
T	Manhole cleaning	2,000	SF	$ 5.30	$ 10,600.00
	TOTAL "T"				$ 10,600.00
	TOTAL "Q" THRU "T"				$ 479,248.00
	CIPP REHABILITATION - STORMWATER MAINS				
U	**8" diameter**				
U-1	6.0 mm normal thickness (.236")	500	LF	$ 39.50	$ 19,750.00
				TOTAL "U"	$ 19,750.00
V	**10" diameter**				
V-1	6.0 mm normal thickness (.236")	400	LF	$ 45.50	$ 18,200.00
V-2	7.5 mm normal thickness (.295")	400	LF	$ 48.00	$ 19,200.00
				TOTAL "V"	$ 37,400.00
W	**12" diameter**				
W-1	6.0 mm normal thickness (.236")	750	LF	$ 48.80	$ 36,600.00
W-2	7.5 mm normal thickness (.295")	750	LF	$ 51.50	$ 38,625.00
				TOTAL "W"	$ 75,225.00
X	**15" diameter**				
X-1	6.0 mm normal thickness (.236")	1,000	LF	$ 55.00	$ 55,000.00
X-2	7.5 mm normal thickness (.295")	1,500	LF	$ 64.50	$ 96,750.00
X-3	9.0 mm normal thickness (.354")	1,000	LF	$ 76.90	$ 76,900.00
X-4	Charge for each 1.5 mm thickness increase per LF exceeding 9.0 mm	100	LF	$ 2.10	$ 210.00
				TOTAL "X"	$ 228,860.00
Y	**18" diameter**				
Y-1	6.0 mm normal thickness (.236")	1,250	LF	$ 52.20	$ 65,250.00
Y-2	7.5 mm normal thickness (.295")	1,250	LF	$ 67.60	$ 84,500.00
Y-3	9.0 mm normal thickness (.354")	1,250	LF	$ 79.40	$ 99,250.00
Y-4	10.5 mm normal thickness (.413")	1,250	LF	$ 82.90	$ 103,625.00
Y-5	Charge for each 1.5 mm thickness increase per LF exceeding10.5 mm	100	LF	$ 4.20	$ 420.00
				TOTAL "Y"	$ 353,045.00
Z	**21" diameter**				
Z-1	6.0 mm normal thickness (.236")	220	LF	$ 59.70	$ 13,134.00
Z-2	7.5 mm normal thickness (.295")	220	LF	$ 63.50	$ 13,970.00
Z-3	9.0 mm normal thickness (.354")	220	LF	$ 90.10	$ 19,822.00
Z-4	10.5 mm normal thickness (.413")	220	LF	$ 96.10	$ 21,142.00
Z-5	12.0 mm normal thickness (.472")	200	LF	$ 104.40	$ 20,880.00
Z-6	Charge for each 1.5 mm thickness increase per LF exceeding 12.0 mm	100	LF	$ 4.20	$ 420.00
				TOTAL "Z"	$ 89,368.00

	CIPP REHABILITATION - STORMWATER MAINS				
ITEM	**DESCRIPTION**	**ESTIMATED QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**EXTENDED PRICE**
AA	**24" diameter**				
AA-1	9.0 mm normal thickness (.354")	700	LF	$ 95.00	$ 66,500.00
AA-2	10.5 mm normal thickness (.413")	700	LF	$ 106.70	$ 74,690.00
AA-3	12.0 mm normal thickness (.472")	700	LF	$ 116.80	$ 81,760.00
AA-4	13.5 mm normal thickness (.531")	700	LF	$ 122.00	$ 85,400.00
AA-5	15.0 mm normal thickness (.591")	700	LF	$ 127.50	$ 89,250.00
AA-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	100	LF	$ 4.30	$ 430.00
				TOTAL "AA"	$ 398,030.00
BB	**27" diameter**				
BB-1	9.0 mm normal thickness (.354")	220	LF	$ 100.00	$ 22,000.00
BB-2	10.5 mm normal thickness (.413")	220	LF	$ 113.70	$ 25,014.00
BB-3	12.0 mm normal thickness (.472")	220	LF	$ 124.60	$ 27,412.00
BB-4	13.5 mm normal thickness (.531")	220	LF	$ 131.20	$ 28,864.00
BB-5	15.0 mm normal thickness (.591")	220	LF	$ 137.60	$ 30,272.00
BB-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	100	LF	$ 4.50	$ 450.00
				TOTAL "BB"	$ 134,012.00
CC	**30" diameter**				
CC-1	9.0 mm normal thickness (.354")	600	LF	$ 100.00	$ 60,000.00
CC-2	10.5 mm normal thickness (.413")	600	LF	$ 113.70	$ 68,220.00
CC-3	12.0 mm normal thickness (.472")	600	LF	$ 123.30	$ 73,980.00
CC-4	13.5 mm normal thickness (.531")	600	LF	$ 129.90	$ 77,940.00
CC-5	15.0 mm normal thickness (.591")	600	LF	$ 135.90	$ 81,540.00
CC-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	100	LF	$ 5.50	$ 550.00
				TOTAL "CC"	$ 362,230.00
DD	**36" diameter**				
DD-1	10.5 mm normal thickness (.413")	500	LF	$ 108.00	$ 54,000.00
DD-2	12.0 mm normal thickness (.472")	500	LF	$ 151.70	$ 75,850.00
DD-3	13.5 mm normal thickness (.531")	500	LF	$ 160.30	$ 80,150.00
DD-4	15.0 mm normal thickness (.591")	500	LF	$ 168.30	$ 84,150.00
DD-5	16.5 mm normal thickness (.650")	250	LF	$ 175.10	$ 43,775.00
DD-6	18.0 mm normal thickness (.709")	250	LF	$ 184.00	$ 46,000.00
DD-7	Charge for each 1.5 mm thickness increase per LF exceeding 18.0 mm	100	LF	$ 5.60	$ 560.00
				TOTAL "DD"	$ 384,485.00

	CIPP REHABILITATION - STORMWATER MAINS				
ITEM	**DESCRIPTION**	**ESTIMATED QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**EXTENDED PRICE**
EE	**42" diameter**				
EE-1	10.5 mm normal thickness (.413")	250	LF	$ 120.00	$ 30,000.00
EE-2	12.0 mm normal thickness (.472")	250	LF	$ 140.00	$ 35,000.00
EE-3	13.5 mm normal thickness (.531")	250	LF	$ 185.80	$ 46,450.00
EE-4	15.0 mm normal thickness (.591")	250	LF	$ 194.80	$ 48,700.00
EE-5	16.5 mm normal thickness (.650")	250	LF	$ 203.80	$ 50,950.00
EE-6	18.0 mm normal thickness (.709")	250	LF	$ 211.50	$ 52,875.00
EE-7	Charge for each 1.5 mm thickness increase per LF exceeding 18.0 mm	100	LF	$ 7.10	$ 710.00
				TOTAL "EE"	$ 264,685.00
FF	**48" diameter**				
FF-1	12.0 mm normal thickness (.472")	200	LF	$ 150.00	$ 30,000.00
FF-2	13.5 mm normal thickness (.531")	200	LF	$ 160.00	$ 32,000.00
FF-3	15.0 mm normal thickness (.591")	200	LF	$ 225.30	$ 45,060.00
FF-4	16.5 mm normal thickness (.650")	200	LF	$ 235.60	$ 47,120.00
FF-5	18.0 mm normal thickness (.709")	200	LF	$ 244.60	$ 48,920.00
FF-6	19.5 mm normal thickness (.768")	100	LF	$ 262.20	$ 26,220.00
FF-7	21.0 mm normal thickness (.827")	100	LF	$ 270.90	$ 27,090.00
FF-8	Charge for each 1.5 mm thickness increase per LF exceeding 21.0 mm	100	LF	$ 8.00	$ 800.00
				TOTAL "FF"	$ 257,210.00
GG	**52" diameter**				
GG-1	10.5 mm normal thickness (.413")	25	LF	$ 145.00	$ 3,625.00
GG-2	12.0 mm normal thickness (.472")	25	LF	$ 155.00	$ 3,875.00
GG-3	13.5 mm normal thickness (.531")	25	LF	$ 165.00	$ 4,125.00
GG-4	15.0 mm normal thickness (.591")	25	LF	$ 196.50	$ 4,912.50
GG-5	16.5 mm normal thickness (.650")	25	LF	$ 204.20	$ 5,105.00
GG-6	18.0 mm normal thickness (.709")	25	LF	$ 262.20	$ 6,555.00
GG-7	19.5 mm normal thickness (.768")	25	LF	$ 279.30	$ 6,982.50
GG-8	21.0 mm normal thickness (.827")	25	LF	$ 290.40	$ 7,260.00
GG-9	22.5 mm normal thickness (.886")	100	LF	$ 302.60	$ 30,260.00
GG-10	Charge for each 1.5 mm thickness increase per LF exceeding 22.5 mm	100	LF	$ 9.60	$ 960.00
				TOTAL "GG"	$ 73,660.00

	CIPP REHABILITATION - STORMWATER MAINS				
ITEM	**DESCRIPTION**	**ESTIMATED QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**EXTENDED PRICE**
HH	**54" diameter**				
HH-1	10.5 mm normal thickness (.413")	25	LF	$ 150.00	$ 3,750.00
HH-2	12.0 mm normal thickness (.472")	25	LF	$ 160.00	$ 4,000.00
HH-3	13.5 mm normal thickness (.531")	25	LF	$ 170.00	$ 4,250.00
HH-4	15.0 mm normal thickness (.591")	25	LF	$ 210.00	$ 5,250.00
HH-5	16.5 mm normal thickness (.650")	25	LF	$ 215.00	$ 5,375.00
HH-6	18.0 mm normal thickness (.709")	25	LF	$ 288.90	$ 7,222.50
HH-7	19.5 mm normal thickness (.768")	25	LF	$ 305.50	$ 7,637.50
HH-8	21.0 mm normal thickness (.827")	25	LF	$ 406.10	$ 10,152.50
HH-9	22.5 mm normal thickness (.886")	100	LF	$ 419.70	$ 41,970.00
HH-10	Charge for each 1.5 mm thickness increase per LF exceeding 22.5 mm	100	LF	$ 9.80	$ 980.00
				TOTAL "HH"	$ 90,587.50
II	**60" diameter**				
II-1	10.5 mm normal thickness (.413")	25	LF	$ 302.40	$ 7,560.00
II-2	12.0 mm normal thickness (.472")	25	LF	$ 319.00	$ 7,975.00
II-3	13.5 mm normal thickness (.531")	25	LF	$ 330.20	$ 8,255.00
II-4	15.0 mm normal thickness (.591")	25	LF	$ 341.20	$ 8,530.00
II-5	16.5 mm normal thickness (.650")	25	LF	$ 350.40	$ 8,760.00
II-6	18.0 mm normal thickness (.709")	25	LF	$ 445.50	$ 11,137.50
II-7	19.5 mm normal thickness (.768")	25	LF	$ 468.90	$ 11,722.50
II-8	21.0 mm normal thickness (.827")	25	LF	$ 483.90	$ 12,097.50
II-9	22.5 mm normal thickness (.886")	100	LF	$ 499.10	$ 49,910.00
II-10	Charge for each 1.5 mm thickness increase per LF exceeding 22.5 mm	100	LF	$ 13.50	$ 1,350.00
				TOTAL "II"	$ 127,297.50
JJ	**72" diameter**				
JJ-1	10.5 mm normal thickness (.413")	25	LF	$ 500.10	$ 12,502.50
JJ-2	12.0 mm normal thickness (.472")	25	LF	$ 506.20	$ 12,655.00
JJ-3	13.5 mm normal thickness (.531")	25	LF	$ 519.70	$ 12,992.50
JJ-4	15.0 mm normal thickness (.591")	25	LF	$ 532.80	$ 13,320.00
JJ-5	16.5 mm normal thickness (.650")	25	LF	$ 546.60	$ 13,665.00
JJ-6	18.0 mm normal thickness (.709")	25	LF	$ 680.50	$ 17,012.50
JJ-7	19.5 mm normal thickness (.768")	25	LF	$ 763.20	$ 19,080.00
JJ-8	21.0 mm normal thickness (.827")	25	LF	$ 781.80	$ 19,545.00
JJ-9	22.5 mm normal thickness (.886")	100	LF	$ 796.30	$ 79,630.00
JJ-10	Charge for each 1.5 mm thickness increase per LF exceeding 22.5 mm	100	LF	$ 14.70	$ 1,470.00
				TOTAL "JJ"	$ 201,872.50
	Total CIPP Rehabilitiation - Stormwater Mains ("U" THRU "JJ")				$ 3,097,717.50

	CLEAN & INSPECTION - STORMWATER MAINS				
ITEM	**DESCRIPTION**	**ESTIMATED QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**EXTENDED PRICE**
KK	**Light Cleaning and inspection**				
KK-1	8"- 12" diameter	6,000	LF	$ 6.00	$ 36,000.00
KK-2	14" - 18" diameter	6,000	LF	$ 8.00	$ 48,000.00
KK-3	20" - 24" diameter	6,000	LF	$ 9.00	$ 54,000.00
KK-4	27" - 42" diameter	6,000	LF	$ 12.10	$ 72,600.00
KK-5	48" - 72" diameter	6,000	LF	$ 16.10	$ 96,600.00
				TOTAL "KK"	$ 307,200.00
LL	**Medium Cleaning**				
LL-1	8" - 12" diameter	6,000	LF	$ 9.00	$ 54,000.00
LL-2	14"- 18" diameter	6,000	LF	$ 11.10	$ 66,600.00
LL-3	20" - 24" diameter	6,000	LF	$ 14.10	$ 84,600.00
LL-4	27" - 42" diameter	6,000	LF	$ 17.10	$ 102,600.00
LL-5	48"- 72" diameter	6,000	LF	$ 20.10	$ 120,600.00
				TOTAL "LL"	$ 428,400.00
MM	**Heavy Cleaning**				
MM-1	8" - 12" diameter	6,000	LF	$ 11.10	$ 66,600.00
MM-2	14" - 18" diameter	6,000	LF	$ 16.10	$ 96,600.00
MM-3	20" - 24" diameter	6,000	LF	$ 20.10	$ 120,600.00
MM-4	27"- 42" diameter	6,000	LF	$ 26.10	$ 156,600.00
MM-5	48"- 72" diameter	6,000	LF	$ 32.20	$ 193,200.00
				TOTAL "MM"	$ 633,600.00
NN	**Root Removal**				
NN-1	8" - 12" diameter	6,000	LF	$ 1.60	$ 9,600.00
NN-2	14" - 18" diameter	6,000	LF	$ 2.60	$ 15,600.00
NN-3	20" - 24" diameter	6,000	LF	$ 4.80	$ 28,800.00
NN-4	27" - 42" diameter	6,000	LF	$ 5.30	$ 31,800.00
NN-5	48"- 72" diameter	6,000	LF	$ 6.30	$ 37,800.00
				TOTAL "NN"	$ 123,600.00
OO	**Tuberculation Cleaning**				
OO-1	8" - 12" diameter	6,000	LF	$ 19.00	$ 114,000.00
OO-2	14" - 18" diameter	6,000	LF	$ 21.70	$ 130,200.00
OO-3	20" - 24" diameter	6,000	LF	$ 22.70	$ 136,200.00
OO-4	27"- 42" diameter	6,000	LF	$ 23.30	$ 139,800.00
OO-5	8" - 72" diameter	6,000	LF	$ 25.90	$ 155,400.00
				TOTAL "OO"	$ 675,600.00
PP	**Stormwater Manhole Cleaining**	2,800	SF	$ 5.30	$ 14,840.00
				TOTAL "PP"	$ 14,840.00
	TOTAL "KK" THRU "PP"				$ 2,183,240.00

	ANCILLARY GENERAL SERVICES				
ITEM	**DESCRIPTION**	**ESTIMATED QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**EXTENDED PRICE**
QQ	**By-Pass Pumping**				
QQ-1	8" diameter	5	LS	$ 317.40	$ 1,587.00
QQ-2	10" diameter	5	LS	$ 317.40	$ 1,587.00
QQ-3	12" diameter	5	LS	$ 1,586.80	$ 7,934.00
QQ-4	15" diameter	5	LS	$ 6,347.00	$ 31,735.00
QQ-5	18" diameter	5	LS	$ 11,107.30	$ 55,536.50
QQ-6	21" diameter	5	LS	$ 12,694.10	$ 63,470.50
QQ-7	24" diameter	5	LS	$ 14,280.80	$ 71,404.00
QQ-8	27" diameter	5	LS	$ 15,867.60	$ 79,338.00
QQ-9	30" diameter	5	LS	$ 17,454.30	$ 87,271.50
QQ-10	36" diameter	5	LS	$ 19,041.10	$ 95,205.50
				TOTAL "QQ"	$ 495,069.00
RR	**Standard Service Reconnection**	**25**	Each	$ 195.00	$ 4,875.00
				TOTAL "RR"	$ 4,875.00
SS	**Traffic Control - FDOT Right of Way**				
SS-1	Flagman	10	Setup	$ 655.90	$ 6,559.00
SS-2	Arrow Board	10	Setup	$ 190.40	$ 1,904.00
SS-3	Barricades	10	Setup	$ 359.70	$ 3,597.00
SS-4	Lane Dividers	10	Setup	$ 15.90	$ 159.00
				TOTAL "SS"	$ 12,219.00
TT	**Traffic Control - City Right of Way**				
TT-1	Flagman	10	Setup	$ 655.90	$ 6,559.00
TT-2	Arrow Board	10	Setup	$ 190.40	$ 1,904.00
TT-3	Barricades	10	Setup	$ 264.50	$ 2,645.00
TT-4	Lane Dividers	10	Setup	$ 15.90	$ 159.00
				TOTAL "TT"	$ 11,267.00
UU	**Traffic Control - County Right of Way**				
UU-1	Flagman	10	Setup	$ 655.90	$ 6,559.00
UU-2	Arrow Board	10	Setup	$ 190.40	$ 1,904.00
UU-3	Barricades	10	Setup	$ 359.70	$ 3,597.00
UU-4	Lane Dividers	10	Setup	$ 15.90	$ 159.00
				TOTAL "UU"	$ 12,219.00

	ANCILLARY GENERAL SERVICES				
ITEM	**DESCRIPTION**	**ESTIMATED QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**EXTENDED PRICE**
VV	**Easement Access**				
VV-1	6" to 12" diameter	100	LF	$ 3.70	$ 370.00
VV-2	14" to 18" diameter	100	LF	$ 4.80	$ 480.00
VV-3	20" to 24" diameter	100	LF	$ 6.10	$ 610.00
VV-4	27" to 30" diameter	100	LF	$ 9.80	$ 980.00
VV-5	36" to 42" diameter	100	LF	$ 10.80	$ 1,080.00
VV-6	48" to 54" diameter	100	LF	$ 16.10	$ 1,610.00
				TOTAL "VV"	$ 5,130.00
WW	**Manhole Cleaning**	2,800	SF	$ 5.30	$ 14,840.00
				TOTAL "WW"	$ 14,840.00
XX	**Grout fill abandoned pipe**	1,000	CY	$ 158.70	$ 158,700.00
				TOTAL "XX"	$ 158,700.00
YY	**Chemical and physical product testing**	10	EA	$ 264.50	$ 2,645.00
				TOTAL "YY"	$ 2,645.00
ZZ	**Erosion and sediment control**				
ZZ-1	Silt Fencing	200	LF	$ 4.20	$ 840.00
ZZ-2	Floating Turbidity Barrier	200	LF	$ 15.90	$ 3,180.00
ZZ-3	Gutter Buddy	100	EA	$ 52.90	$ 5,290.00
				TOTAL "ZZ"	$ 9,310.00
AAA	**Mobilization**	20	Setup	$ 3,578.40	$ 71,568.00
				TOTAL "AAA"	$ 71,568.00
BBB	**Bonds**	100,000	Percentage	$ 0.03	$ 3,000.00
				TOTAL "BBB"	$ 3,000.00
	TOTAL "QQ" THRU "BBB"				$ 800,842.00
	TOTAL ESTIMATED BID AMOUNT				$ 9,496,402.50

	ADDITIVE ALTERNATE No. 1				
	SANITARY SEWER				
	LINE RECONSTRUCTION SDR 26 LESS THAN 10' DEPTH				
CCC					
CCC-1	15"	100	LF	$ 272.00	$ 27,200.00
CCC-2	18"	100	LF	$ 292.20	$ 29,220.00
CCC-3	24"	100	LF	$ 385.60	$ 38,560.00
CCC-4	30"	100	LF	$ 464.10	$ 46,410.00
CCC-5	36"	100	LF	$ 582.90	$ 58,290.00
CCC-6	42"	100	LF	$ 594.10	$ 59,410.00
CCC-7	48"	100	LF	$ 1,193.20	$ 119,320.00
CCC-8	54"	100	LF	$ 1,500.00	$ 150,000.00
CCC-9	60"	100	LF	$ 2,000.00	$ 200,000.00
CCC-10	66"	50	LF	$ 2,500.00	$ 125,000.00
CCC-11	72"	50	LF	$ 3,000.00	$ 150,000.00
				TOTAL "CCC"	$ 1,003,410.00
	SANITARY SEWER				
	LINE RECONSTRUCTION C900 GREATER THAN 10' DEPTH				
DDD					
DDD-1	15"	100	LF	$ 333.30	$ 33,330.00
DDD-2	18"	100	LF	$ 358.30	$ 35,830.00
DDD-3	24"	100	LF	$ 469.00	$ 46,900.00
DDD-4	30"	100	LF	$ 578.50	$ 57,850.00
DDD-5	36"	100	LF	$ 745.00	$ 74,500.00
DDD-6	42"	100	LF	$ 1,391.10	$ 139,110.00
DDD-7	48"	100	LF	$ 1,500.00	$ 150,000.00
DDD-8	54"	100	LF	$ 2,000.00	$ 200,000.00
DDD-9	60"	100	LF	$ 2,500.00	$ 250,000.00
DDD-10	66"	50	LF	$ 3,000.00	$ 150,000.00
DDD-11	72"	50	LF	$ 3,500.00	$ 175,000.00
				TOTAL "DDD"	$ 1,312,520.00

	STORMWATER MAINS				
EEE	**Line Reconstruction (concrete collars are incidental) greater than 8' depth and under roadways**				
EEE-1	15" RCP	250	LF	$ 161.30	$ 40,325.00
EEE-2	18" RCP	250	LF	$ 171.10	$ 42,775.00
EEE-3	24" RCP	250	LF	$ 188.60	$ 47,150.00
EEE-4	30" RCP	250	LF	$ 227.30	$ 56,825.00
EEE-5	36 'RCP	250	LF	$ 256.20	$ 64,050.00
EEE-6	48" RCP	250	LF	$ 324.20	$ 81,050.00
EEE-7	54" RCP	250	LF	$ 386.40	$ 96,600.00
EEE-8	60" RCP	250	LF	$ 424.70	$ 106,175.00
EEE-9	72" RCP	500	LF	$ 548.60	$ 274,300.00
				TOTAL "EEE"	$ 809,250.00
FFF	**HDPE Line Reconstruction less than 8'**				
FFF-1	15" HDPE	250	LF	$ 133.60	$ 33,400.00
FFF-2	18" HDPE	250	LF	$ 142.20	$ 35,550.00
FFF-3	24" HDPE	250	LF	$ 160.60	$ 40,150.00
FFF-4	30" HDPE	250	LF	$ 203.10	$ 50,775.00
FFF-5	36" HDPE	250	LF	$ 209.80	$ 52,450.00
FFF-6	42" HDPE	250	LF	$ 231.70	$ 57,925.00
FFF-7	48" HDPE	250	LF	$ 279.80	$ 69,950.00
FFF-8	54" HDPE	250	LF	$ 310.00	$ 77,500.00
FFF-9	60" HDPE	250	LF	$ 353.50	$ 88,375.00
FFF-10	70" HDPE	500	LF	$ 390.00	$ 195,000.00
				TOTAL "FFF"	$ 701,075.00
	TOTAL "CCC" THRU "FFF"				$ 3,826,255.00

(COMPOSITE EXHIBIT C is not attached but will remain on file in in the Office of the Purchasing Agent and will be available upon request)

THE CITY OF DAYTONA BEACH
OFFICE OF THE PURCHASING AGENT

Post Office Box 2451
Daytona Beach, Florida 32115-2451

Phone (386) 671-8080
Fax (386) 671-8085

RENEWAL OF CONTRACT

June 25, 2020

EMAIL
dpartridge@aegion.com

Insituform Technologies, LLC
Diane Partridge
17988 Edison Avenue

Re: Renewal of 0118-2600
Cured-In-Place Pipe (CIPP)

Dear Diane Partridge:

Insituform Technologies, LLC is currently providing Cured-In-Place Pipe (CIPP) to the City of Daytona Beach under an agreement entered into by the two parties by the above referenced bid. Section 8 of the contract allows the City the option to renew for up to 4 additional one year terms by providing the Contractor written notice at least 60 days before the end of the current term.

The City of Daytona Beach desires to exercise the first renewal option to have this service continued by Insituform Technologies, LLC for the period effective 2/6/2020 through 2/5/2021 under the same terms and conditions.

THE CITY OF DAYTONA BEACH

James V. Chisholm, City Manager

7-1-20
Date

900/1

THE CITY OF DAYTONA BEACH
OFFICE OF THE PURCHASING AGENT

Post Office Box 2451
Daytona Beach, Florida 32115-2451

Phone (386) 671-8080
Fax (386) 671-8085

RENEWAL OF CONTRACT

November 12, 2020

EMAIL
dpartridge@aegion.com

Insituform Technologies, LLC
Diane Partridge
17988 Edison Avenue
Chesterfield, MO 63005

Re: Renewal of 0118-2600
Cured-In-Place Pipe (CIPP)

Dear Diane Partridge:

Insituform Technologies, LLC is currently providing Cured-In-Place Pipe (CIPP) to the City of Daytona Beach under an agreement entered into by the two parties by the above referenced bid. Section 8 of the contract allows the City the option to renew for up to 4 additional one year terms by providing the Contractor written notice at least 60 days before the end of the current term.

The City of Daytona Beach desires to exercise the second of four renewal options to have this service continued by Insituform Technologies, LLC for the period effective 2/6/2021 through 2/5/2022 under the same terms and conditions.

THE CITY OF DAYTONA BEACH

James V. Chisholm, City Manager

11/20/20
Date

9226/10

	CIPP REHABILITATION - SANITARY SEWER MAINS				
ITEM	**DESCRIPTION**	**ESTIMATED QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**EXTENDED PRICE**
A	**8" diameter**				
A-1	6.0 mm normal thickness (.236")	10,000	LF	$ 23.10	$ 231,000.00
A-2	7.5 mm normal thickness (.295")	10,000	LF	$ 25.20	$ 252,000.00
A-3	9.0 mm normal thickness (.354")	5,000	LF	$ 26.00	$ 130,000.00
				TOTAL "A"	$ 613,000.00
B	**10" diameter**				
B-1	6.0 mm normal thickness (.236")	400	LF	$ 27.30	$ 10,920.00
B-2	7.5 mm normal thickness (.295")	400	LF	$ 29.70	$ 11,880.00
B-3	9.0 mm normal thickness (.354")	400	LF	$ 31.00	$ 12,400.00
				TOTAL "B"	$ 35,200.00
C	**12" diameter**				
C-1	6.0 mm normal thickness (.236")	400	LF	$ 30.40	$ 12,160.00
C-2	7.5 mm normal thickness (.295")	400	LF	$ 32.90	$ 13,160.00
C-3	9.0 mm normal thickness (.354")	600	LF	$ 39.30	$ 23,580.00
				TOTAL "C"	$ 48,900.00
D	**15" diameter**				
D-1	6.0 mm normal thickness (.236")	400	LF	$ 38.00	$ 15,200.00
D-2	7.5 mm normal thickness (.295")	400	LF	$ 42.10	$ 16,840.00
D-3	9.0 mm normal thickness (.354")	600	LF	$ 49.10	$ 29,460.00
				TOTAL "D"	$ 61,500.00
E	**18" diameter**				
E-1	6.0 mm normal thickness (.236")	300	LF	$ 37.90	$ 11,370.00
E-2	7.5 mm normal thickness (.0295")	300	LF	$ 45.00	$ 13,500.00
E-3	9.0 mm normal thickness (.354")	300	LF	$ 57.70	$ 17,310.00
E-4	10.5 mm normal thickness (.413")	200	LF	$ 61.20	$ 12,240.00
				TOTAL "E"	$ 54,420.00
F	**21" diameter**				
F-1	6.0 mm normal thickness (.236")	300	LF	$ 44.00	$ 13,200.00
F-2	7.5 mm normal thickness (.295")	300	LF	$ 48.00	$ 14,400.00
F-3	9.0 mm normal thickness (.354")	300	LF	$ 67.50	$ 20,250.00
F-4	10.5 mm normal thickness (.413")	300	LF	$ 73.30	$ 21,990.00
F-5	12.0 mm normal thickness (.472")	200	LF	$ 78.90	$ 15,780.00
F-6	Charge for each 1.5 mm thickness increase per LF exceeding 12.0 mm	100	LF	$ 4.20	$ 420.00
				TOTAL "F"	$ 86,040.00

	CIPP REHABILITATION - SANITARY SEWER MAINS				
ITEM	**DESCRIPTION**	**ESTIMATED QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**EXTENDED PRICE**
G	**24" diameter**				
G-1	9.0 mm normal thickness (.354")	300	LF	$ 70.00	$ 21,000.00
G-2	10.5 mm normal thickness (.413")	300	LF	$ 82.50	$ 24,750.00
G-3	12.0 mm normal thickness (.472")	300	LF	$ 89.90	$ 26,970.00
G-4	13.5 mm normal thickness (.531")	300	LF	$ 94.90	$ 28,470.00
G-5	15.0 mm normal thickness (.591")	200	LF	$ 100.20	$ 20,040.00
G-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	100	LF	$ 4.30	$ 430.00
				TOTAL "G"	$ 121,660.00
H	**27" diameter**				
H-1	9.0 mm normal thickness (.354")	100	LF	$ 74.00	$ 7,400.00
H-2	10.5 mm normal thickness (.413")	100	LF	$ 89.70	$ 8,970.00
H-3	12.0 mm normal thickness(.472")	100	LF	$ 97.90	$ 9,790.00
H-4	13.5 mm normal thickness (.531")	50	LF	$ 104.20	$ 5,210.00
H-5	15.0 mm normal thickness (.591")	50	LF	$ 110.30	$ 5,515.00
H-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	100	LF	$ 3.90	$ 390.00
				TOTAL "H"	$ 37,275.00
I	**30" diameter**				
I-1	9.0 mm normal thickness (.354")	100	LF	$ 76.00	$ 7,600.00
I-2	10.5 mm normal thickness (.413")	100	LF	$ 101.10	$ 10,110.00
I-3	12.0 mm normal thickness (.472")	100	LF	$ 109.50	$ 10,950.00
I-4	13.5 mm normal thickness (.531")	100	LF	$ 115.90	$ 11,590.00
I-5	15.0 mm normal thickness (.591")	100	LF	$ 121.80	$ 12,180.00
I-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	100	LF	$ 5.50	$ 550.00
				TOTAL "I"	$ 52,980.00
J	**36" diameter**				
J-1	10.5 mm normal thickness (.413")	100	LF	$ 90.00	$ 9,000.00
J-2	12.0 mm normal thickness (.472")	100	LF	$ 134.50	$ 13,450.00
J-3	13.5 mm normal thickness (.531")	100	LF	$ 142.80	$ 14,280.00
J-4	15.0 mm normal thickness (.591")	100	LF	$ 150.70	$ 15,070.00
J-5	16.5 mm normal thickness (.650")	100	LF	$ 157.40	$ 15,740.00
J-6	18.0 mm normal thickness (.709")	100	LF	$ 166.10	$ 16,610.00
J-7	Charge for each 1.5 mm thickness increase per LF exceeding 18.0 mm	100	LF	$ 5.60	$ 560.00
				TOTAL "J"	$ 84,710.00

	CIPP REHABILITATION - SANITARY SEWER MAINS				
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
K	**42" diameter**				
K-1	10.5 mm normal thickness (.413")	100	LF	$ 119.80	$ 11,980.00
K-2	12.0 mm normal thickness (.472")	100	LF	$ 158.80	$ 15,880.00
K-3	13.5 mm normal thickness (.531")	100	LF	$ 167.60	$ 16,760.00
K-4	15.0 mm normal thickness (.591")	100	LF	$ 176.40	$ 17,640.00
K-5	16.5 mm normal thickness (.650")	50	LF	$ 185.20	$ 9,260.00
K-6	18.0 mm normal thickness (.709")	50	LF	$ 192.80	$ 9,640.00
K-7	Charge for each 1.5 mm thickness increase per LF exceeding 18.0 mm	100	LF	$ 7.10	$ 710.00
				TOTAL "K"	$ 81,870.00
	TOTAL "A" THRU "K"				$ 1,277,555.00
	CLEAN & INSPECTION - SANITARY SEWER MAINS				
L	**Light Cleaning and Inspection**				
L-1	8" – 12" diameter	6,000	LF	$ 2.50	$ 15,000.00
L-2	14" – 18" diameter	6,000	LF	$ 5.00	$ 30,000.00
L-3	20" – 24" diameter	6,000	LF	$ 7.00	$ 42,000.00
L-4	27" – 42" diameter	6,000	LF	$ 10.00	$ 60,000.00
L-5	48" – 72" diameter	6,000	LF	$ 12.10	$ 72,600.00
				TOTAL "L"	$ 219,600.00
M	**Medium Cleaning**				
M-1	8" – 12" diameter	6,000	LF	$ 3.70	$ 22,200.00
M-2	14" – 18" diameter	6,000	LF	$ 7.00	$ 42,000.00
M-3	20" – 24" diameter	6,000	LF	$ 10.00	$ 60,000.00
M-4	27" – 42" diameter	6,000	LF	$ 13.10	$ 78,600.00
M-5	48" – 72" diameter	6,000	LF	$ 15.10	$ 90,600.00
				TOTAL "M"	$ 293,400.00
N	**Heavy Cleaning**				
N-1	8" – 12" diameter	6,000	LF	$ 3.30	$ 19,800.00
N-2	14" – 18" diameter	6,000	LF	$ 8.00	$ 48,000.00
N-3	20" – 24" diameter	6,000	LF	$ 12.10	$ 72,600.00
N-4	27" – 42" diameter	6,000	LF	$ 16.10	$ 96,600.00
N-5	48" – 72" diameter	6,000	LF	$ 18.10	$ 108,600.00
		6,000	LF		$ -
				TOTAL "N"	$ 345,600.00
O	**Root Removal**				
O-1	8" – 12" diameter	6,000	LF	$ 1.60	$ 9,600.00
O-2	14" – 18" diameter	6,000	LF	$ 2.60	$ 15,600.00
O-3	20" – 24" diameter	6,000	LF	$ 4.80	$ 28,800.00
O-4	27" – 42" diameter	6,000	LF	$ 5.30	$ 31,800.00
O-5	48" – 72" diameter	6,000	LF	$ 6.30	$ 37,800.00
				TOTAL "O"	$ 123,600.00

	CLEAN & INSPECTION - SANITARY SEWER MAINS				
ITEM	**DESCRIPTION**	**ESTIMATED QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**EXTENDED PRICE**
P	**Tuberculation Cleaning**				
P-1	8" – 12" diameter	6,000	LF	$ 19.00	$ 114,000.00
P-2	14" – 18" diameter	6,000	LF	$ 21.70	$ 130,200.00
P-3	20" – 24" diameter	6,000	LF	$ 22.70	$ 136,200.00
P-4	27" – 42" diameter	6,000	LF	$ 23.30	$ 139,800.00
P-5	48" – 72" diameter	6,000	LF	$ 25.90	$ 155,400.00
				TOTAL "P"	$ 675,600.00
	TOTAL "L" THRU "P"				$ 1,657,800.00
	SANITARY SEWER				
	LATERAL CIPP LINING-TOP HAT/FULL WRAP - UP TO 36"				
Q					
Q-1	Four (4) inch lateral connection per ASTM F1216-16	20	EA	$ 2,009.90	$ 40,198.00
Q-2	Six (6) inch lateral connection per ASTM F1216-16	20	EA	$ 2,009.90	$ 40,198.00
Q-3	Eight (8) inch lateral connection per ASTM F1216-16	20	EA	$ 2,009.90	$ 40,198.00
Q-4	Lateral lining 0 to 30' per ASTM F1216-16	100	LF	$ 79.30	$ 7,930.00
Q-5	Additional Lateral Lining > 30' per ASTM F1216-16	100	LF	$ 37.00	$ 3,700.00
Q-6	Lateral Cutout	20	EA	$ 195.00	$ 3,900.00
Q-4	Lateral Grout	20	EA	$ 390.20	$ 7,804.00
	TOTAL "Q"				$ 143,928.00
	SANITARY SEWER				
	MANHOLE/LIFT STATION REFURBISHMENT				
R					
R-1	Interior Manhole Application (Precast)	2,000	SF	$ 19.00	$ 38,000.00
R-2	Interior Manhole Application (Brick)	2,000	SF	$ 23.30	$ 46,600.00
R-3	Interior Lift Station Application (Precast)	2,000	SF	$ 21.20	$ 42,400.00
R-4	Interior Lift Station Application (Brick)	2,000	SF	$ 26.40	$ 52,800.00
R-5	Bench/Invert Repair	200	EA	$ 528.90	$ 105,780.00
	TOTAL "R"				$ 285,580.00
	SANITARY SEWER				
	CLEANOUT INSTALLATION				
ITEM	**DESCRIPTION**	**ESTIMATED QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**EXTENDED PRICE**
S					
S-1	Four (4) inch cleanout	20	EA	$ 528.90	$ 10,578.00
S-2	Six (6) inch cleanout	20	EA	$ 634.70	$ 12,694.00
S-3	Eight (8) inch cleanout	20	EA	$ 793.40	$ 15,868.00
	TOTAL "S"				$ 39,140.00

	MANHOLE CLEANING				
ITEM	**DESCRIPTION**	**ESTIMATED QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**EXTENDED PRICE**
T	Manhole cleaning	2,000	SF	$ 5.30	$ 10,600.00
	TOTAL "T"				$ 10,600.00
	TOTAL "Q" THRU "T"				$ 479,248.00
	CIPP REHABILITATION - STORMWATER MAINS				
U	**8" diameter**				
U-1	6.0 mm normal thickness (.236")	500	LF	$ 39.50	$ 19,750.00
				TOTAL "U"	$ 19,750.00
V	**10" diameter**				
V-1	6.0 mm normal thickness (.236")	400	LF	$ 45.50	$ 18,200.00
V-2	7.5 mm normal thickness (.295")	400	LF	$ 48.00	$ 19,200.00
				TOTAL "V"	$ 37,400.00
W	**12" diameter**				
W-1	6.0 mm normal thickness (.236")	750	LF	$ 48.80	$ 36,600.00
W-2	7.5 mm normal thickness (.295")	750	LF	$ 51.50	$ 38,625.00
				TOTAL "W"	$ 75,225.00
X	**15" diameter**				
X-1	6.0 mm normal thickness (.236")	1,000	LF	$ 55.00	$ 55,000.00
X-2	7.5 mm normal thickness (.295")	1,500	LF	$ 64.50	$ 96,750.00
X-3	9.0 mm normal thickness (.354")	1,000	LF	$ 76.90	$ 76,900.00
X-4	Charge for each 1.5 mm thickness increase per LF exceeding 9.0 mm	100	LF	$ 2.10	$ 210.00
				TOTAL "X"	$ 228,860.00
Y	**18" diameter**				
Y-1	6.0 mm normal thickness (.236")	1,250	LF	$ 52.20	$ 65,250.00
Y-2	7.5 mm normal thickness (.295")	1,250	LF	$ 67.60	$ 84,500.00
Y-3	9.0 mm normal thickness (.354")	1,250	LF	$ 79.40	$ 99,250.00
Y-4	10.5 mm normal thickness (.413")	1,250	LF	$ 82.90	$ 103,625.00
Y-5	Charge for each 1.5 mm thickness increase per LF exceeding10.5 mm	100	LF	$ 4.20	$ 420.00
				TOTAL "Y"	$ 353,045.00
Z	**21" diameter**				
Z-1	6.0 mm normal thickness (.236")	220	LF	$ 59.70	$ 13,134.00
Z-2	7.5 mm normal thickness (.295")	220	LF	$ 63.50	$ 13,970.00
Z-3	9.0 mm normal thickness (.354")	220	LF	$ 90.10	$ 19,822.00
Z-4	10.5 mm normal thickness (.413")	220	LF	$ 96.10	$ 21,142.00
Z-5	12.0 mm normal thickness (.472")	200	LF	$ 104.40	$ 20,880.00
Z-6	Charge for each 1.5 mm thickness increase per LF exceeding 12.0 mm	100	LF	$ 4.20	$ 420.00
				TOTAL "Z"	$ 89,368.00

	CIPP REHABILITATION - STORMWATER MAINS				
ITEM	**DESCRIPTION**	**ESTIMATED QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**EXTENDED PRICE**
AA	**24" diameter**				
AA-1	9.0 mm normal thickness (.354")	700	LF	$ 95.00	$ 66,500.00
AA-2	10.5 mm normal thickness (.413")	700	LF	$ 106.70	$ 74,690.00
AA-3	12.0 mm normal thickness (.472")	700	LF	$ 116.80	$ 81,760.00
AA-4	13.5 mm normal thickness (.531")	700	LF	$ 122.00	$ 85,400.00
AA-5	15.0 mm normal thickness (.591")	700	LF	$ 127.50	$ 89,250.00
AA-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	100	LF	$ 4.30	$ 430.00
				TOTAL "AA"	$ 398,030.00
BB	**27" diameter**				
BB-1	9.0 mm normal thickness (.354")	220	LF	$ 100.00	$ 22,000.00
BB-2	10.5 mm normal thickness (.413")	220	LF	$ 113.70	$ 25,014.00
BB-3	12.0 mm normal thickness (.472")	220	LF	$ 124.60	$ 27,412.00
BB-4	13.5 mm normal thickness (.531")	220	LF	$ 131.20	$ 28,864.00
BB-5	15.0 mm normal thickness (.591")	220	LF	$ 137.60	$ 30,272.00
BB-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	100	LF	$ 4.50	$ 450.00
				TOTAL "BB"	$ 134,012.00
CC	**30" diameter**				
CC-1	9.0 mm normal thickness (.354")	600	LF	$ 100.00	$ 60,000.00
CC-2	10.5 mm normal thickness (.413")	600	LF	$ 113.70	$ 68,220.00
CC-3	12.0 mm normal thickness (.472")	600	LF	$ 123.30	$ 73,980.00
CC-4	13.5 mm normal thickness (.531")	600	LF	$ 129.90	$ 77,940.00
CC-5	15.0 mm normal thickness (.591")	600	LF	$ 135.90	$ 81,540.00
CC-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	100	LF	$ 5.50	$ 550.00
				TOTAL "CC"	$ 362,230.00
DD	**36" diameter**				
DD-1	10.5 mm normal thickness (.413")	500	LF	$ 108.00	$ 54,000.00
DD-2	12.0 mm normal thickness (.472")	500	LF	$ 151.70	$ 75,850.00
DD-3	13.5 mm normal thickness (.531")	500	LF	$ 160.30	$ 80,150.00
DD-4	15.0 mm normal thickness (.591")	500	LF	$ 168.30	$ 84,150.00
DD-5	16.5 mm normal thickness (.650")	250	LF	$ 175.10	$ 43,775.00
DD-6	18.0 mm normal thickness (.709")	250	LF	$ 184.00	$ 46,000.00
DD-7	Charge for each 1.5 mm thickness increase per LF exceeding 18.0 mm	100	LF	$ 5.60	$ 560.00
				TOTAL "DD"	$ 384,485.00

	CIPP REHABILITATION - STORMWATER MAINS				
ITEM	**DESCRIPTION**	**ESTIMATED QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**EXTENDED PRICE**
EE	**42" diameter**				
EE-1	10.5 mm normal thickness (.413")	250	LF	$ 120.00	$ 30,000.00
EE-2	12.0 mm normal thickness (.472")	250	LF	$ 140.00	$ 35,000.00
EE-3	13.5 mm normal thickness (.531")	250	LF	$ 185.80	$ 46,450.00
EE-4	15.0 mm normal thickness (.591")	250	LF	$ 194.80	$ 48,700.00
EE-5	16.5 mm normal thickness (.650")	250	LF	$ 203.80	$ 50,950.00
EE-6	18.0 mm normal thickness (.709")	250	LF	$ 211.50	$ 52,875.00
EE-7	Charge for each 1.5 mm thickness increase per LF exceeding 18.0 mm	100	LF	$ 7.10	$ 710.00
				TOTAL "EE"	$ 264,685.00
FF	**48" diameter**				
FF-1	12.0 mm normal thickness (.472")	200	LF	$ 150.00	$ 30,000.00
FF-2	13.5 mm normal thickness (.531")	200	LF	$ 160.00	$ 32,000.00
FF-3	15.0 mm normal thickness (.591")	200	LF	$ 225.30	$ 45,060.00
FF-4	16.5 mm normal thickness (.650")	200	LF	$ 235.60	$ 47,120.00
FF-5	18.0 mm normal thickness (.709")	200	LF	$ 244.60	$ 48,920.00
FF-6	19.5 mm normal thickness (.768")	100	LF	$ 262.20	$ 26,220.00
FF-7	21.0 mm normal thickness (.827")	100	LF	$ 270.90	$ 27,090.00
FF-8	Charge for each 1.5 mm thickness increase per LF exceeding 21.0 mm	100	LF	$ 8.00	$ 800.00
				TOTAL "FF"	$ 257,210.00
GG	**52" diameter**				
GG-1	10.5 mm normal thickness (.413")	25	LF	$ 145.00	$ 3,625.00
GG-2	12.0 mm normal thickness (.472")	25	LF	$ 155.00	$ 3,875.00
GG-3	13.5 mm normal thickness (.531")	25	LF	$ 165.00	$ 4,125.00
GG-4	15.0 mm normal thickness (.591")	25	LF	$ 196.50	$ 4,912.50
GG-5	16.5 mm normal thickness (.650")	25	LF	$ 204.20	$ 5,105.00
GG-6	18.0 mm normal thickness (.709")	25	LF	$ 262.20	$ 6,555.00
GG-7	19.5 mm normal thickness (.768")	25	LF	$ 279.30	$ 6,982.50
GG-8	21.0 mm normal thickness (.827")	25	LF	$ 290.40	$ 7,260.00
GG-9	22.5 mm normal thickness (.886")	100	LF	$ 302.60	$ 30,260.00
GG-10	Charge for each 1.5 mm thickness increase per LF exceeding 22.5 mm	100	LF	$ 9.60	$ 960.00
				TOTAL "GG"	$ 73,660.00

	CIPP REHABILITATION - STORMWATER MAINS				
ITEM	**DESCRIPTION**	**ESTIMATED QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**EXTENDED PRICE**
HH	**54" diameter**				
HH-1	10.5 mm normal thickness (.413")	25	LF	$ 150.00	$ 3,750.00
HH-2	12.0 mm normal thickness (.472")	25	LF	$ 160.00	$ 4,000.00
HH-3	13.5 mm normal thickness (.531")	25	LF	$ 170.00	$ 4,250.00
HH-4	15.0 mm normal thickness (.591")	25	LF	$ 210.00	$ 5,250.00
HH-5	16.5 mm normal thickness (.650")	25	LF	$ 215.00	$ 5,375.00
HH-6	18.0 mm normal thickness (.709")	25	LF	$ 288.90	$ 7,222.50
HH-7	19.5 mm normal thickness (.768")	25	LF	$ 305.50	$ 7,637.50
HH-8	21.0 mm normal thickness (.827")	25	LF	$ 406.10	$ 10,152.50
HH-9	22.5 mm normal thickness (.886")	100	LF	$ 419.70	$ 41,970.00
HH-10	Charge for each 1.5 mm thickness increase per LF exceeding 22.5 mm	100	LF	$ 9.80	$ 980.00
				TOTAL "HH"	$ 90,587.50
II	**60" diameter**				
II-1	10.5 mm normal thickness (.413")	25	LF	$ 302.40	$ 7,560.00
II-2	12.0 mm normal thickness (.472")	25	LF	$ 319.00	$ 7,975.00
II-3	13.5 mm normal thickness (.531")	25	LF	$ 330.20	$ 8,255.00
II-4	15.0 mm normal thickness (.591")	25	LF	$ 341.20	$ 8,530.00
II-5	16.5 mm normal thickness (.650")	25	LF	$ 350.40	$ 8,760.00
II-6	18.0 mm normal thickness (.709")	25	LF	$ 445.50	$ 11,137.50
II-7	19.5 mm normal thickness (.768")	25	LF	$ 468.90	$ 11,722.50
II-8	21.0 mm normal thickness (.827")	25	LF	$ 483.90	$ 12,097.50
II-9	22.5 mm normal thickness (.886")	100	LF	$ 499.10	$ 49,910.00
II-10	Charge for each 1.5 mm thickness increase per LF exceeding 22.5 mm	100	LF	$ 13.50	$ 1,350.00
				TOTAL "II"	$ 127,297.50
JJ	**72" diameter**				
JJ-1	10.5 mm normal thickness (.413")	25	LF	$ 500.10	$ 12,502.50
JJ-2	12.0 mm normal thickness (.472")	25	LF	$ 506.20	$ 12,655.00
JJ-3	13.5 mm normal thickness (.531")	25	LF	$ 519.70	$ 12,992.50
JJ-4	15.0 mm normal thickness (.591")	25	LF	$ 532.80	$ 13,320.00
JJ-5	16.5 mm normal thickness (.650")	25	LF	$ 546.60	$ 13,665.00
JJ-6	18.0 mm normal thickness (.709")	25	LF	$ 680.50	$ 17,012.50
JJ-7	19.5 mm normal thickness (.768")	25	LF	$ 763.20	$ 19,080.00
JJ-8	21.0 mm normal thickness (.827")	25	LF	$ 781.80	$ 19,545.00
JJ-9	22.5 mm normal thickness (.886")	100	LF	$ 796.30	$ 79,630.00
JJ-10	Charge for each 1.5 mm thickness increase per LF exceeding 22.5 mm	100	LF	$ 14.70	$ 1,470.00
				TOTAL "JJ"	$ 201,872.50
	Total CIPP Rehabilitiation - Stormwater Mains ("U" THRU "JJ")				$ 3,097,717.50

	CLEAN & INSPECTION - STORMWATER MAINS				
ITEM	**DESCRIPTION**	**ESTIMATED QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**EXTENDED PRICE**
KK	**Light Cleaning and inspection**				
KK-1	8"- 12" diameter	6,000	LF	$ 6.00	$ 36,000.00
KK-2	14" - 18" diameter	6,000	LF	$ 8.00	$ 48,000.00
KK-3	20" - 24" diameter	6,000	LF	$ 9.00	$ 54,000.00
KK-4	27" - 42" diameter	6,000	LF	$ 12.10	$ 72,600.00
KK-5	48" - 72" diameter	6,000	LF	$ 16.10	$ 96,600.00
				TOTAL "KK"	$ 307,200.00
LL	**Medium Cleaning**				
LL-1	8" - 12" diameter	6,000	LF	$ 9.00	$ 54,000.00
LL-2	14"- 18" diameter	6,000	LF	$ 11.10	$ 66,600.00
LL-3	20" - 24" diameter	6,000	LF	$ 14.10	$ 84,600.00
LL-4	27" - 42" diameter	6,000	LF	$ 17.10	$ 102,600.00
LL-5	48"- 72" diameter	6,000	LF	$ 20.10	$ 120,600.00
				TOTAL "LL"	$ 428,400.00
MM	**Heavy Cleaning**				
MM-1	8" - 12" diameter	6,000	LF	$ 11.10	$ 66,600.00
MM-2	14" - 18" diameter	6,000	LF	$ 16.10	$ 96,600.00
MM-3	20" - 24" diameter	6,000	LF	$ 20.10	$ 120,600.00
MM-4	27"- 42" diameter	6,000	LF	$ 26.10	$ 156,600.00
MM-5	48"- 72" diameter	6,000	LF	$ 32.20	$ 193,200.00
				TOTAL "MM"	$ 633,600.00
NN	**Root Removal**				
NN-1	8" - 12" diameter	6,000	LF	$ 1.60	$ 9,600.00
NN-2	14" - 18" diameter	6,000	LF	$ 2.60	$ 15,600.00
NN-3	20" - 24" diameter	6,000	LF	$ 4.80	$ 28,800.00
NN-4	27" - 42" diameter	6,000	LF	$ 5.30	$ 31,800.00
NN-5	48"- 72" diameter	6,000	LF	$ 6.30	$ 37,800.00
				TOTAL "NN"	$ 123,600.00
OO	**Tuberculation Cleaning**				
OO-1	8" - 12" diameter	6,000	LF	$ 19.00	$ 114,000.00
OO-2	14" - 18" diameter	6,000	LF	$ 21.70	$ 130,200.00
OO-3	20" - 24" diameter	6,000	LF	$ 22.70	$ 136,200.00
OO-4	27"- 42" diameter	6,000	LF	$ 23.30	$ 139,800.00
OO-5	8" - 72" diameter	6,000	LF	$ 25.90	$ 155,400.00
				TOTAL "OO"	$ 675,600.00
PP	**Stormwater Manhole Cleaining**	2,800	SF	$ 5.30	$ 14,840.00
				TOTAL "PP"	$ 14,840.00
	TOTAL "KK" THRU "PP"				$ 2,183,240.00

	ANCILLARY GENERAL SERVICES				
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
QQ	By-Pass Pumping				
QQ-1	8" diameter	5	LS	$ 317.40	$ 1,587.00
QQ-2	10" diameter	5	LS	$ 317.40	$ 1,587.00
QQ-3	12" diameter	5	LS	$ 1,586.80	$ 7,934.00
QQ-4	15" diameter	5	LS	$ 6,347.00	$ 31,735.00
QQ-5	18" diameter	5	LS	$ 11,107.30	$ 55,536.50
QQ-6	21" diameter	5	LS	$ 12,694.10	$ 63,470.50
QQ-7	24" diameter	5	LS	$ 14,280.80	$ 71,404.00
QQ-8	27" diameter	5	LS	$ 15,867.60	$ 79,338.00
QQ-9	30" diameter	5	LS	$ 17,454.30	$ 87,271.50
QQ-10	36" diameter	5	LS	$ 19,041.10	$ 95,205.50
				TOTAL "QQ"	$ 495,069.00
RR	Standard Service Reconnection	25	Each	$ 195.00	$ 4,875.00
				TOTAL "RR"	$ 4,875.00
SS	Traffic Control - FDOT Right of Way				
SS-1	Flagman	10	Setup	$ 655.90	$ 6,559.00
SS-2	Arrow Board	10	Setup	$ 190.40	$ 1,904.00
SS-3	Barricades	10	Setup	$ 359.70	$ 3,597.00
SS-4	Lane Dividers	10	Setup	$ 15.90	$ 159.00
				TOTAL "SS"	$ 12,219.00
TT	Traffic Control - City Right of Way				
TT-1	Flagman	10	Setup	$ 655.90	$ 6,559.00
TT-2	Arrow Board	10	Setup	$ 190.40	$ 1,904.00
TT-3	Barricades	10	Setup	$ 264.50	$ 2,645.00
TT-4	Lane Dividers	10	Setup	$ 15.90	$ 159.00
				TOTAL "TT"	$ 11,267.00
UU	Traffic Control - County Right of Way				
UU-1	Flagman	10	Setup	$ 655.90	$ 6,559.00
UU-2	Arrow Board	10	Setup	$ 190.40	$ 1,904.00
UU-3	Barricades	10	Setup	$ 359.70	$ 3,597.00
UU-4	Lane Dividers	10	Setup	$ 15.90	$ 159.00
				TOTAL "UU"	$ 12,219.00

	ANCILLARY GENERAL SERVICES				
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
VV	**Easement Access**				
VV-1	6" to 12" diameter	100	LF	$ 3.70	$ 370.00
VV-2	14" to 18" diameter	100	LF	$ 4.80	$ 480.00
VV-3	20" to 24" diameter	100	LF	$ 6.10	$ 610.00
VV-4	27" to 30" diameter	100	LF	$ 9.80	$ 980.00
VV-5	36" to 42" diameter	100	LF	$ 10.80	$ 1,080.00
VV-6	48" to 54" diameter	100	LF	$ 16.10	$ 1,610.00
				TOTAL "VV"	$ 5,130.00
WW	**Manhole Cleaning**	2,800	SF	$ 5.30	$ 14,840.00
				TOTAL "WW"	$ 14,840.00
XX	**Grout fill abandoned pipe**	1,000	CY	$ 158.70	$ 158,700.00
				TOTAL "XX"	$ 158,700.00
YY	**Chemical and physical product testing**	10	EA	$ 264.50	$ 2,645.00
				TOTAL "YY"	$ 2,645.00
ZZ	**Erosion and sediment control**				
ZZ-1	Silt Fencing	200	LF	$ 4.20	$ 840.00
ZZ-2	Floating Turbidity Barrier	200	LF	$ 15.90	$ 3,180.00
ZZ-3	Gutter Buddy	100	EA	$ 52.90	$ 5,290.00
				TOTAL "ZZ"	$ 9,310.00
AAA	**Mobilization**	20	Setup	$ 3,578.40	$ 71,568.00
				TOTAL "AAA"	$ 71,568.00
BBB	**Bonds**	100,000	Percentage	$ 0.03	$ 3,000.00
				TOTAL "BBB"	$ 3,000.00
	TOTAL "QQ" THRU "BBB"				$ 800,842.00
	TOTAL ESTIMATED BID AMOUNT				$ 9,496,402.50

	ADDITIVE ALTERNATE No. 1				
	SANITARY SEWER				
	LINE RECONSTRUCTION SDR 26 LESS THAN 10' DEPTH				
CCC					
CCC-1	15"	100	LF	$ 272.00	$ 27,200.00
CCC-2	18"	100	LF	$ 292.20	$ 29,220.00
CCC-3	24"	100	LF	$ 385.60	$ 38,560.00
CCC-4	30"	100	LF	$ 464.10	$ 46,410.00
CCC-5	36"	100	LF	$ 582.90	$ 58,290.00
CCC-6	42"	100	LF	$ 594.10	$ 59,410.00
CCC-7	48"	100	LF	$ 1,193.20	$ 119,320.00
CCC-8	54"	100	LF	$ 1,500.00	$ 150,000.00
CCC-9	60"	100	LF	$ 2,000.00	$ 200,000.00
CCC-10	66"	50	LF	$ 2,500.00	$ 125,000.00
CCC-11	72"	50	LF	$ 3,000.00	$ 150,000.00
				TOTAL "CCC"	$ 1,003,410.00
	SANITARY SEWER				
	LINE RECONSTRUCTION C900 GREATER THAN 10' DEPTH				
DDD					
DDD-1	15"	100	LF	$ 333.30	$ 33,330.00
DDD-2	18"	100	LF	$ 358.30	$ 35,830.00
DDD-3	24"	100	LF	$ 469.00	$ 46,900.00
DDD-4	30"	100	LF	$ 578.50	$ 57,850.00
DDD-5	36"	100	LF	$ 745.00	$ 74,500.00
DDD-6	42"	100	LF	$ 1,391.10	$ 139,110.00
DDD-7	48"	100	LF	$ 1,500.00	$ 150,000.00
DDD-8	54"	100	LF	$ 2,000.00	$ 200,000.00
DDD-9	60"	100	LF	$ 2,500.00	$ 250,000.00
DDD-10	66"	50	LF	$ 3,000.00	$ 150,000.00
DDD-11	72"	50	LF	$ 3,500.00	$ 175,000.00
				TOTAL "DDD"	$ 1,312,520.00

	STORMWATER MAINS				
EEE	**Line Reconstruction (concrete collars are incidental) greater than 8' depth and under roadways**				
EEE-1	15" RCP	250	LF	$ 161.30	$ 40,325.00
EEE-2	18" RCP	250	LF	$ 171.10	$ 42,775.00
EEE-3	24" RCP	250	LF	$ 188.60	$ 47,150.00
EEE-4	30" RCP	250	LF	$ 227.30	$ 56,825.00
EEE-5	36 'RCP	250	LF	$ 256.20	$ 64,050.00
EEE-6	48" RCP	250	LF	$ 324.20	$ 81,050.00
EEE-7	54" RCP	250	LF	$ 386.40	$ 96,600.00
EEE-8	60" RCP	250	LF	$ 424.70	$ 106,175.00
EEE-9	72" RCP	500	LF	$ 548.60	$ 274,300.00
				TOTAL "EEE"	$ 809,250.00
FFF	**HDPE Line Reconstruction less than 8'**				
FFF-1	15" HDPE	250	LF	$ 133.60	$ 33,400.00
FFF-2	18" HDPE	250	LF	$ 142.20	$ 35,550.00
FFF-3	24" HDPE	250	LF	$ 160.60	$ 40,150.00
FFF-4	30" HDPE	250	LF	$ 203.10	$ 50,775.00
FFF-5	36" HDPE	250	LF	$ 209.80	$ 52,450.00
FFF-6	42" HDPE	250	LF	$ 231.70	$ 57,925.00
FFF-7	48" HDPE	250	LF	$ 279.80	$ 69,950.00
FFF-8	54" HDPE	250	LF	$ 310.00	$ 77,500.00
FFF-9	60" HDPE	250	LF	$ 353.50	$ 88,375.00
FFF-10	70" HDPE	500	LF	$ 390.00	$ 195,000.00
				TOTAL "FFF"	$ 701,075.00
	TOTAL "CCC" THRU "FFF"				$ 3,826,255.00

EXHIBIT B

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Insituform Technologies LLC does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

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

A true and correct copy of Insituform Technologies LLC proof of registration in the E-Verify system is attached to this Affidavit.

Diane Partridge

Print Name: Diane Partridge
Contracting and Attesting Officer

Date: 1/13/2021

STATE OF ~~FLORIDA~~ MISSOURI

COUNTY OF ST. LOUIS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1/13/2021 (date) by Diane Partridge ~~Contracting and Attesting Officer~~ (name of officer or agent, title of officer or agent) of Insituform Technologies, LLC (name of corporation acknowledging), a Delaware (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced personally known (type of identification) as identification.

[Notary Seal] Notary Public

JANA LAUSE
My Commission Expires
~~December 5, 2021~~
St. Louis County
Commission # 13805615

Name typed, printed or stamped

My Commission Expires: 12/5/2021

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=9333594&GUID=8B625993-3063-4175-9639-1F66482935E6* is a secure document that has been embedded in this document. Double click the pushpin to view.



ORIGINAL

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with **Insituform Technologies LLC., 17988 Edison Ave, Chesterfield, MO 63005** (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking " contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with City of Daytona Beach - FL, said contract being identified as: Contract No. 0118-2600; Cured In-Place (CIPP) (referred to as the "original government contract"). Work assigned under this contract may include, but is not limited to, the following types of projects:

a) Stormwater main and sanitary sewer main cleaning
b) Stormwater main and sanitary sewer main pre- and post- work video inspections
c) Easement access
d) Maintenance of Traffic (MOT)
e) Isolation and by-pass pumping
f) Cured-In Place Pipe reconstruction
g) Chemical and physical product testing
h) Hydraulic capacity testing
i) Reinstatement of services and pressure grouting
j) Erosion and sediment control
k) Site restoration

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

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

Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties sign by and between the City of Cocoa, FL and Insituform Technologies LLC. The term of said agreement shall be for the period effective date of signature through 9/30/2021.

The City of Cocoa intends to utilize said agreement for Fiscal Year 2021 and shall not exceed the budgeted amount of $400,000, any change orders to this amount must be approved by City Council.

a. Insurance Requirements (As Applicable):

Liability Insurance

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

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

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

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

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

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

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

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

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

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

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

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

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

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

COMPREHENSIVE BUILDER RISK INSURANCE

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

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

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

a. Any other provisions that will be modified:

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

b. Address change for the City of Cocoa:

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

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

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

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

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

Insituform Technologies, LLC

Entered this 13 day of Jan 2021

Diane Partridge, Contracting and Attesting Officer

(Print Name / Title)

Diane Partridge

(Signature)

1/13/2021

(Date)

CITY OF COCOA

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

By: _____, Mayor (For purchases in excess of the City Manager's purchase order authority).

Attested By: -- City Clerk

INSITUFORM TECHNOLOGIES, LLC

PRESIDENT APPOINTMENT OF
CONTRACTING AND ATTESTING OFFICERS

The undersigned, being the President of Insituform Technologies, LLC, a Delaware Limited Liability Company (the "Company"), and pursuant to the authority set forth in the Limited Liability Company Operating Agreement of the Company, hereby determines that:

1. Christlanda Adkins, Gina Gurrieri, Janet Hass, Jana Lause, Diane Partridge, Whittney Schulte, and Ursula Youngblood are appointed as Contracting and Attesting Officers of the Company, each with the authority, individually and in the absence of the others, subject to the control of the Board of Managers of the Company, to: (i) certify and attest to the signature of any officer of the Company; (ii) enter into and bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company; (iii) execute and to deliver documents on behalf of the Company; and (iv) take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.

2. Any person previously appointed or serving as a Contracting and Attesting Officer of the Company prior to the date hereof and who is not named above is hereby removed from any such appointment.

Dated: March 6, 2020

Ralph E. Western
President

RESOLUTION NO. 2021-034

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

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 27th day of April, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2021 - 21-070-T

SELECT ADJUSTMENT TYPE: PROJECT TRANSFER | REQUESTING DEPARTMENT #: UT - 4125 | DATE PREPARED: 04/06/21

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 65,405)	424-4125-536.63-00	WS19MH	Infrastructure	$ 675,000	$ 675,000	$ 609,595	$ 116,667
$ 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
($ 65,405)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 65,405	424-4125-536.63-00	WS0904	Infrastructure	$ 675,000	$ 675,000	$ 740,405	$ 116,667
$ 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
$ 65,405	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Transfer project funds for Insituform change order. The change order will be presented for Council approval at the April 27, 2021 meeting. Agenda item 21-263.

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 04/27/21 *RESOLUTION #:*

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.

4/6/21	Melinda Keesee — Digitally signed by Melinda Keesee Date: 2021.04.06 11:01:18 -04'00'	4/8/21	Colleen Campbell — Digitally signed by Colleen Campbell Date: 2021.04.08 10:46:05 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
	John "Jack" Walsh — Digitally signed by John "Jack" Walsh Date: 2021.04.06 11:28:20 -04'00'	4/8/21	Lora Howell — Digitally signed by Lora Howell Date: 2021.04.08 11:11:34 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/18/20 - IT

Legislation Details (With Text)

File #:	21-266	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	3/26/2021			**In control:**	City Council
On agenda:	4/27/2021			**Final action:**	

Title: Authorizing Staff to submit Renewal of Consumptive Use Water Permit (CUP) #50245 with St. Johns River Water Management District; In furtherance of the professional services required by the City to renew the CUP, Approve Task Order 2021-19 with Water Resource Associates for Consulting Professional Services to Assist the City of Cocoa with the Renewal of the Consumptive Use Permit (CUP) #50245; Approve de la Parte & Gilbert, P.A. as Special Counsel subconsultant for CUP Renewal Through the City Attorney's Agreement, by Exemption to Competitive Bid; and Authorizing the City Manager to approve and contract with Other Consultants as deemed necessary to support the CUP Renewal. (Utilities Director)

Sponsors:

Indexes:

Code sections:

Attachments: TO-WRA 2021-19 $84,550 - UT-ADMIN.pdf
PROPOSAL.pdf
NEGOTIATED AGREEMENT WITH 2021 RATE SCHEDULE.pdf
WRA COI - Exp 5-31-21.pdf
TRACK SHEET.pdf
DG - Cocoa Permit Engagement Letter.PDF
ECP_DE LA PARTE_$50,000_UT_ADMIN.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 26, 2021
Agenda Date: April 27, 2021
Prepared By: Norma E. Hernandez, Administrative Secretary
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
Authorizing Staff to submit Renewal of Consumptive Use Water Permit (CUP) #50245 with St. Johns River Water Management District; In furtherance of the professional services required by the City to renew the CUP, Approve Task Order 2021-19 with Water Resource Associates for Consulting Professional Services to Assist the City of Cocoa with the Renewal of the Consumptive Use Permit (CUP) #50245; Approve de la Parte & Gilbert, P.A. as Special Counsel subconsultant for CUP Renewal Through the City Attorney's Agreement, by Exemption to Competitive Bid; and Authorizing the City Manager to approve and contract with Other Consultants as deemed necessary to support the CUP Renewal.

BACKGROUND:

In November 2003 the St. Johns River Water Management District (SJRWMD) issued Consumptive Water Use Permit (CUP) No. 50245 to the City of Cocoa. The CUP was issued as a 20-year duration permit that requires the City to submit compliance reports at 5-year intervals, pursuant to Section 373.236(5), Florida Statutes. The CUP is coming up for renewal. The CUP permits the City to withdraw water from its aquifer wells and surface water from Taylor Creek Reservoir. The water is then treated at the Dyal Water Treatment Plant and distributed to the City's current and future water customers.

On April 27, 2010, the City entered into an agreement with WRA to provide consulting professional services and assist with the completion of the elements necessary to implement the TCR project, and other water supply and water resource related tasks.

The CUP renewal will require a team of engineering, legal and other professionals with certain technical expertise related to the CUP process and environmental permitting. This team must also be ready to serve as subject matter experts for any legal challenges that could occur during the CUP renewal process. Therefore, it is critical that the team be specifically chosen by the City based on their experience with the City of Cocoa's water system and familiarity with the CUP process. Additionally, there is always the potential in the CUP process that an evidentiary administrative proceeding will occur, it is extremely important that consultants working to support the CUP application work under the direction and supervision of legal counsel presenting the CUP renewal application for approval throughout all legal proceedings.

Because the CUP is set to expire in November 2023, the City requested a proposal from WRA to assist with the CUP renewal. In addition, Staff and the City Attorney are recommending that the City retain Ed de la Parte of de la Parte and Gilbert, P.A. to serve as special counsel in accordance with the attached engagement letter for legal services necessary to obtain CUP approval. Mr. de la Parte has successfully represented the City in a previous contested CUP renewal and currently serves as special counsel for the City related to several more recent technical issues pertaining to implementing the TCR/SJR Joint Project permit application being pursued jointly with Orange County, TOHO, OUC and East Central Florida Utility (Deseret Ranch). The CUP renewal also is important to pursuing the implementation of the Joint Project.

Staff is requesting City Council approval of Task Order 2021-19 with WRA for professional consulting services for the renewal of the Consumptive Use Permit #5024. In addition, Staff is requesting the authorization to use the special services budget of $120,000 and the consulting services budget of $125,000 less any previous encumbrances subject to the City Manager approval to be available for the project.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Task Order for WRA

Amount Requested	$84,550
Account Number	421-4010-536.31-00, WS0919
Account Name	Professional Services

Original PO 77901 $1,750

Task Order/Change Order to PO $84,550.

Total PO for WRA $86,300.

Exemption to Competitive Bid for Special Council de la Parte & Gilbert

Amount Requested	$50,000
Account Number	421-4010-536.31-00, WS0919
Account Name	Professional Services

The Budget Balance for Project WS0919 is $108,700. This budget amount may be used for additional Consultants, if necessary, with the approval of the City Manager without further approval of the City Council.

PREVIOUS ACTION:

In November 2003 the St. Johns River Water Management District (SJRWMD) issued Consumptive Use Permit (CUP) No. 50245 to the City of Cocoa. The CUP was issued as a 20-year duration permit that requires the City to submit compliance reports at 5-year intervals, pursuant to Section 373.236(5), Florida Statutes.

On April 27, 2010, the City entered into an agreement with WRA to provide consulting professional services and assist with the completion of the elements necessary to implement the TCR project, and other water supply and water resource related tasks.

RECOMMENDED MOTION:

Authorizing Staff to submit Renewal of Consumptive Use Water Permit (CUP) #50245 with St. Johns River Water Management District; In furtherance of the professional services required by the City to renew the CUP, Approve Task Order 2021-19 with Water Resource Associates for Consulting Professional Services to Assist the City of Cocoa with the Renewal of the Consumptive Use Permit (CUP) #50245; Approve de la Parte & Gilbert, P.A. as Special Counsel subconsultant for CUP Renewal Through the City Attorney's Agreement, and by Exemption to Competitive Bid; and Authorizing the City Manager to approve and contract with Other Consultants as deemed necessary to support the CUP Renewal.

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Task Order Request Form

P-Form 2021.09 Revised 03/30/2021

Water Resource Consultant Services	2021-19
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 03/30/21 City Bid Number: Negotiated AMOUNT: $ 84,550.00

Vendor Name: Water Resource Associates Quote/Proposal Number: N/A

Dept. Number/Division Name: 4010/Administration

Project Name: Water Treatment Expansion Project Number: WS0919

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

AMENDMENT

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

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

Total number of Amendments including this one: _____

Scope of Services; Justification for Amendment

Consulting professional will assist the City of Cocoa with the renewal of the Consumptive Use Permit (CUP). Tasks include:
- Impact Evaluation I
- Population Demand Estimate
- Impact Evaluation II
- Impact Evaluation III
- Technical Memorandum
- Meetings and Coordination

Design is Construction Related: ☐ YES ☐ NO ☑ N/A Good Faith Estimate of Construction Value: _____

Documentation for Good Faith Estimate Attached and Valid: ☐ YES ☐ NO ☑ N/A

Reference if applicable: Florida Statutes 287.055, Consultants Competitive Negotiation Act (CCNA)

_____ Requestor

_____ Department Director

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

Task Order : ☐ Approved ☐ Disapproved

Refer to this Task # on all documentation: **2021-19**

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

_____ Purchasing & Contracts Division Manager

_____ City Manager (Purchases not to exceed $50K)

_____ Mayor (Purchases that exceed $50K)

1) Requestor: Completes form and forwards all supporting documentation to Department Director.

2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafl.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)

3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.

4) Purchasing Manager reviews and approves, uploads approved Task Order Form.

5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding $50K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over $50K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.

6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.

March 22, 2021

To: **John Walsh, P.E.**

Utility Director City of Cocoa

RE: **WRA Scope and Budget Proposal**

City of Cocoa CUP Renewal

As requested, please find the attached scope of work and budget for completing the City of Cocoa CUP Renewal. The subconsultant, Water Sciences' services are included in the proposal. Water Sciences work will be performed by Michael Alfieri, PG. Project management and application preparation and negotiation will be performed by Mark Farrell, P.E.

Assumption:

The currently permitted withdrawal from the Taylor Creek Reservoir will not require further modeling or environmental evaluation based on existing permit. This was the condition for the 2015 Cocoa CUP review by the SJRWMD.

Task 1a. – Impact Evaluation I – End of Permit Demand Scenario

With the proposed rule changes for the CFWI, a revision of the existing planning model, the East Central Florida Transient model (2014), was completed in 2019. The new planning model, the East Central Florida Transient Expanded (ECFTX) model (2019), expands the model grid westward to the coast. This planning model takes approximately 31 hours to converge and was not intended for regulatory use in consumptive use permit evaluations. As such, WRA proposes the following three withdrawal scenarios to be initially evaluated using the East Central Florida Transient-Steady State (ECFT-SS; 2015) groundwater model. Only the City of Cocoa's withdrawals will be adjusted within the model and evaluated over three model scenarios below. No hydrogeologic parameters will be adjusted.

1. Run 1 – Base model scenario representing end-of-permit (EOP) allocations for all permit holders including City of Cocoa.
2. Run 2 - Cocoa Off and EOP allocations for all non-Cocoa permit holders.
3. Run 3 - All withdrawals from permitted users will be turned off in this scenario.

These simulations are designed to estimate the drawdown impacts owing to project and cumulative withdrawals.

Approximate Time to Complete: 1 week

7978 Cooper Creek Boulevard
University Park, Florida 34201
Phone: 941-275-9721

4260 W. Linebaugh Avenue
Tampa, Florida 33624
Phone: 813-265-3130

2401 First Street, Suite 201
Ft. Myers, Florida 33901
Phone: 239-333-2004

www.wraengineering.com

Task 1b. – Population Demand Estimate

WRA previously completed population demand estimates for the City of Cocoa. Using prior population demand estimates generated by WRA, WRA will update the demand estimate using the most recent population estimates generated by the Bureau of Economic and Business Research (BEBR; https://www.bebr.ufl.edu/population/data). It is expected that the City will provide the last ten years' worth of water use, as it will be used along with the BEBR population estimate to determine the City's per capita over that timeframe. This will be projected out over the proposed thirty-year permit timeframe request and be compared to the CFWI proposed 100 gpcd rule. The population estimate and per capita will then be provided to the team for review and comment. This work item is the crux for the additional work items below, and the team will need to agree with the population, demand, and per capita estimates, prior to moving forward with additional modeling.

Approximate Time to Complete: 2-3 weeks

Task 1c. – Impact Evaluation II – End of Permit Demand Scenario

Four withdrawal scenarios will be evaluated using the ECFT-SS groundwater model in a fashion similar to Work Item No. 1, but for the projected demand for 2025 and 2051 utilizing the per capita rate per person agreed upon in Task 2. As before, no hydrogeologic parameters will be adjusted within the model and only the City of Cocoa's withdrawals will be adjusted within the model. The four model evaluations are presented below.

1. Run 1 – Base model scenario representing EOP allocations for all permit holders. In this scenario, Cocoa wells will be pumping at the 2025 EOP allocation.
2. Run 2 – Base model scenario representing EOP allocations for all permit holders. In this scenario, Cocoa wells will be pumping at the 2051 EOP allocation.
3. Run 3 - Cocoa Off; EOP allocations for all non-Cocoa permit holders.
4. Run 4 - All withdrawals from permitted users will be turned off in this scenario.

Like before, the model results will be compiled in ArcMap. Post processing of model results will be carried out to determine the contribution of the City of Cocoa 2025 and 2051 EOP allocations to the cumulative drawdown. DRAFT model drawdown figures will be provided to at the completion of Work Item No. 3.

Approximate Time to Complete :2 weeks

Task 1d. - Impact Evaluation III - End of Permit Impact Assessment

Based on the approval of the DRAFT model results from Tasks 1 and 3, WRA will evaluate impacts to existing legal uses and natural systems. Focus will be placed on evaluating existing legal uses and natural systems for Task 3. A list of minimum flow and levels (MFLs) of interest to the District will be provided to the City prior to commencement of this work item. This task may require site visit for natural system evaluations.

Approximate Time to Complete: 2-3 weeks

Task 1e. – Technical Memorandum

On approval of the DRAFT model results from Tasks 1 through 4, WRA will provide a technical memorandum documenting the work completed, which then could be used as an attachment to the CUP early renewal application.

Approximate Time to Complete: 2 weeks

Task 1f. – Meetings and Coordination

We estimate up to 18 meetings during the course of this project. Meetings will be completed via video conferencing and conference calls.

SUMMARY SCOPE
AND FEE

With written authorization, complete the following work items as documented in the cover letter:

- **Tasks 1a-f …….$84,300**
- **Expenses for copies and mileage…….(Estimated budget $250)**

Any additional charges to be pre-authorized by Client.

Sincerely,



Mark D. Farrell, P.E.
Principal

TASK	Position	Principal	Sr. Hydrogeologist	Hydrologist	Environmental Scientist	GIS Technician	Admin Support	TOTAL
	Rate/Hr	$220	$185	$150	$125	$85	$60	
Task 1		20	40	30	8	6	6	$18,170
Task 2		30					10	$7,200
Task 3		20	40	40	20	10	5	$21,450
Task 4		15	18	10	24	14	5	$12,620
Task 5		15	30	8	8	4	14	$12,230
Task 6		40	12		12		6	$12,880
							Subtotal	$84,300
							Expenses	$250
							Total	$84,550

DURATION OF WORK SCHEDULE								
	NTP	Week 1			Week 18	SJRWMD Board Mtg		
Task 1 a-f						CUP Issuance		

7978 Cooper Creek Boulevard
University Park, Florida 34201
Phone: 941-275-9721

4260 W. Linebaugh Avenue
Tampa, Florida 33624
Phone: 813-265-3130

2401 First Street, Suite 201
Ft. Myers, Florida 33901
Phone: 239-333-2004

www.wraengineering.com

ATTACHMENT C
2021 FEE SCHEDULE

Charges for work performed by **WRA** on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. Changes within a calendar year will not be made on a project in progress without prior notification.

PROFESSIONAL SERVICES RATES (per hour)

Engineering	Principal	$220.00
	Senior Professional Engineer	$165.00
	Senior Construction Engineer	$165.00
	Senior Facilitator	$160.00
	Project Manager	$160.00
	Professional Engineer	$150.00
	Construction Engineer	$130.00
	Civil Engineer	$130.00
Geology and Hydrology	Senior Professional Hydrogeologist	$185.00
	Senior Hydrologist	$150.00
Environmental	Environmental Manager	$165.00
	Senior Environmental Scientist	$125.00
	Staff Environmental Scientist	$100.00
	Environmental Scientist	$75.00
GIS	Senior GIS Analyst	$125.00
	GIS Analyst	$85.00
Design and Planning	Sr. Landscape Architect	$140.00
	Senior Planner	$140.00
	CADD Designer	$95.00
	Technician	$75.00
Survey	Professional Surveyor	$140.00
	Survey Crew (2 person)	$115.00
	Survey CADD Technician	$95.00
Administrative	Permit Coordinator	$80.00
	Administrative Assistant	$60.00

OTHER DIRECT CHARGES

Copying (B/W Prints)	$0.20 per page
Copying (Color Prints)	$0.45 per page
Drawings (B/W & Color Prints)	$2.00 per sheet
Mylars	$10.00 per sheet
Mileage	$0.56 per mile
Postage/Courier/Overnight Delivery	Actual Cost + 15%
Subcontractors	Actual Cost + 15%

Approved by Council 10/27/2020
Item # IX.6

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

Water Resource Consultant Services

AMENDMENT # 7

This SEVENTH Amendment to the purchase agreement for Water Resource Consultant Services is made and entered into as of September 30, 2020 by and between the **City of Cocoa** and **Water Resource Associates, Inc., 4260 West Linebaugh Avenue, Tampa, Florida 33624.**

The agreement entered into on April 27, 2010 is hereby amended to renew for twelve (12) additional months, at the same rates, terms, and conditions commencing on October 1, 2020 and terminating on September 30, 2021.

The parties hereto duly execute this SEVENTH Amendment to become effective as of the date and year first above written.

WATER RESOURCE ASSOCIATES, INC.	CITY OF COCOA
By: Mark D. Farrell, P.E	By: Jake Williams, Jr.
(Name) Printed	(Name) Printed
President	Mayor
(Title)	(Title)
10/07/2020	10/27/2020
Signature Date	Signature Date

CC: Carie Shealy, City Clerk
John "Jack" Walsh, P.E., Utilities Director
Diane Kozlak, Senior Buyer & Contract Agent

EXHIBIT -A

WATER RESOURCE ASSOCIATES
7th AMENDMENT FEE SCHEDULE

Charges for work performed by Water Resource Associates (WRA) on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. Charges within a calendar year will not be made on a project in progress without prior notification.

PROFESSIONAL SERVICES RATES (PER HOUR)*

Principal	$200.00
Senior Facilitator	$180.00
Senior Professional Engineer	$165.00
Senior Professional Geologist	$160.00
Senior Hydrologist	$160.00
Senior Construction Engineer	$160.00
Project Manager	$150.00
Professional Engineer	$140.00
Senior Environmental Scientist	$140.00
Civil Engineer	$135.00
Geologist	$135.00
Construction Engineer	$130.00
Senior Planner	$130.00
Environmental Scientist	$120.00
CADD Designer	$ 85.00
Technician	$ 70.00
Administrative Assistant	$ 55.00

OTHER DIRECT CHARGES

Copying (B/W Prints)	$ 0.20 per page
Copying (Color Prints)	$ 0.45 per page
Drawings (B/W Prints)	$ 2.00 per page
Drawings (Color Prints)	$ 15.00 per page
Mylar's	$ 25.00 per sheet
Mileage	$ Mileage at current IRS per mile rates

Postage/Courier and Overnight Delivery Charges/Subcontractors (Actual Cost + 15%)

Approved by Council 9/11/2018
Item VIII.5

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

Water Resource Consultant Services
AMENDMENT #6

This SIXTH Amendment to the purchase agreement for Water Resource Consultant Services is made and entered into as of August 13, 2018 by and between the City of Cocoa and **Water Resource Associates, Inc., 4260 West Linebaugh Avenue, Tampa, Florida 33624.**

The agreement, entered into on April 27, 2010 is hereby amended to renew for twenty-four (24) additional months, per the schedule of rates in Exhibit-A (attached). All terms and conditions remain the same commencing on September 30, 2018 and terminating on September 29, 2020.

The parties hereto duly execute this SIXTH Amendment to become effective as of the date and year first above written.

WATER RESOURCE CONSULTANT SERVICES	**CITY OF COCOA**
By: **Mark D. Farrell, P.E.**	By: **John Titkanich**
(Name) Printed	(Name) Printed
President	**City Manager**
(Title)	(Title)
8/22/18	9/11/18
Signature Date	Signature Date

cc: Carie Shealy, City Clerk
John "Jack" Walsh P.E., Utilities Director
Tammy Eastburn, Procurement Card Coordinator

EXHIBIT - A

WATER RESOURCE ASSOCIATES
6th AMENDMENT FEE SCHEDULE

Charges for work performed by **Water Resource Associates (WRA)** on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. *Charges within a calendar year will not be made on a project in progress without prior notification.*

PROFESSIONAL SERVICES RATES (PER HOUR)*

Principal	$200.00
Senior Facilitator	$180.00
Senior Professional Engineer	$165.00
Senior Professional Geologist	$160.00
Senior Hydrologist	$160.00
Senior Construction Engineer	$160.00
Project Manager	$150.00
Professional Engineer	$140.00
Senior Environmental Scientist	$140.00
Civil Engineer	$135.00
Geologist	$135.00
Construction Engineer	$130.00
Senior Planner	$130.00
Environmental Scientist	$120.00
CADD Designer	$ 85.00
Technician	$ 70.00
Administrative Assistant	$ 55.00

OTHER DIRECT CHARGES

Copying (B/W Prints)	$ 0.20 per page
Copying (Color Prints)	$ 0.45 per page
Drawings (B/W Prints)	$ 2.00 per page
Drawings (Color Prints)	$ 15.00 per page
Mylar's	$ 25.00 per sheet
Mileage	$ Mileage at current IRS per mile rates

Postage/Courier and Overnight Delivery Charges/Subcontractors (Actual Cost + 15%)

Approved by Council 5/9/17
Item VIII.5 for 17 months
Multi-Year

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

Water Resource Consultant Services
AMENDMENT #5

This amendment to the purchase agreement for Water Resource Consultant Services is made and entered into as of April 19, 2017 by and between the City of Cocoa and **Water Resource Associates, Inc., 4260 West Linebaugh Avenue, Tampa, Florida 33624.**

The agreement, entered into on April 27, 2010 is hereby amended to renew for seventeen (17) additional months, with the revised schedule of rates in Exhibit-A (attached). **All terms and conditions remain the same commencing on April 27, 2017 and terminating on September 30, 2018.**

The parties hereto duly execute this amendment to become effective as of the date and year first above written.

WATER RESOURCE CONSULTANT SERVICES	**CITY OF COCOA**
By: Mark D. Farrell, P.E.	**By: Henry U. Parrish III**
(Name) Printed	(Name) Printed
President	**Mayor**
(Title)	(Title)
Signature 4/20/17 Date	Signature 5/09/17 Date

CC: Joan Clark, City Clerk
John "Jack" Walsh P.E., Utilities Director
Tammy Eastburn, Procurement Card Coordinator

EXHIBIT - A

WATER RESOURCE ASSOCIATES
5th AMENDMENT FEE SCHEDULE

Charges for work performed by **Water Resource Associates (WRA)** on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. *Charges within a calendar year will not be made on a project in progress without prior notification.*

PROFESSIONAL SERVICES RATES (PER HOUR)*

Principal	$200.00
Senior Facilitator	$180.00
Senior Professional Engineer	$165.00
Senior Professional Geologist	$160.00
Senior Hydrologist	$160.00
Senior Construction Engineer	$160.00
Project Manager	$150.00
Professional Engineer	$140.00
Senior Environmental Scientist	$140.00
Civil Engineer	$135.00
Geologist	$135.00
Construction Engineer	$130.00
Senior Planner	$130.00
Environmental Scientist	$120.00
CADD Designer	$ 85.00
Technician	$ 70.00
Administrative Assistant	$ 55.00

OTHER DIRECT CHARGES

Copying (B/W Prints)	$ 0.20 per page
Copying (Color Prints)	$ 0.45 per page
Drawings (B/W Prints)	$ 2.00 per page
Drawings (Color Prints)	$ 15.00 per page
Mylar's	$ 25.00 per sheet
Mileage	$ 0.575 per mile
Postage/Courier and Overnight Delivery Charges/Subcontractors	(Actual Cost + 15%)

Approved by Council: 4/12/2016
Item V.2

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

Water Resource Consultant Services
AMENDMENT #4

This amendment to the purchase agreement for Water Resource Consultant Services is made and entered into as of March 16, 2016 by and between the **City of Cocoa** and **Water Resource Associates, LLC, 4260 West Linebaugh Avenue, Tampa, Florida 33624.**

The agreement, entered into on April 27, 2010 is hereby amended to renew for twelve (12) additional months, with the revised schedule of rates in Exhibit-A (attached). All terms and conditions remain the same commencing on April 27, 2016 and terminating on April 26, 2017.

The parties hereto duly execute this amendment to become effective as of the date and year first above written.

WATER RESOURCE CONSULTANT SERVICES

By: Mark D. Farrell, P.E.
(Name) Printed

President
(Title)

Signature

Date 3/17/16

CITY OF COCOA

By: Henry U. Parrish III
(Name) Printed

Mayor
(Title)

Signature

Date 04/12/2016

CC: Joan Clark, City Clerk
John "Jack" Walsh P.E., Utilities Director
Tammy Eastburn, Procurement Card Coordinator

EXHIBIT - A

WATER RESOURCE ASSOCIATES
4TH AMENDMENT FEE SCHEDULE

Charges for work performed by **WRA** on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. Changes within a calendar year will not be made on a project in progress without prior notification.

PROFESSIONAL SERVICES RATES (per hour)

Principal	$200.00
Senior Facilitator	$180.00
Senior Professional Engineer	$165.00
Senior Professional Geologist	$165.00
Senior Hydrologist	$160.00
Senior Construction Engineer	$160.00
Project Manager	$150.00
Professional Engineer	$140.00
Senior Environmental Scientist	$140.00
Civil Engineer	$135.00
Geologist	$135.00
Construction Engineer	$130.00
Senior Planner	$130.00
Staff Environmental Scientist	$90.00
Environmental Scientist	$65.00
CADD Designer	$85.00
Technician	$70.00
Administrative Assistant	$55.00

OTHER DIRECT CHARGES

Copying (B/W Prints)	$0.20 per page
Copying (Color Prints)	$0.45 per page
Drawings (B/W & Color Prints)	$2.00 per sheet
Mylars	$10.00 per sheet
Mileage	$0.54 per mile
Postage/Courier and Overnight Delivery Charges/Subcontractors	(Actual cost + 15%)

Approved by Council
03/24/2015 Item #V.2

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

Water Resource Consultant Services
AMENDMENT #3

This amendment to the purchase agreement for Water Resource Consultant Services is made and entered into as of February 19, 2015 by and between the City of Cocoa and **Water Resource Associates, Inc., 4260 West Linebaugh Avenue, Tampa, Florida 33624.**

The agreement, entered into on April 27, 2010 is hereby amended to renew for twelve (12) additional months, with the revised schedule of rates in Exhibit-A (attached). All terms and conditions remain the same commencing on April 27, 2015 and terminating on April 26, 2016.

The parties hereto duly execute this amendment to become effective as of the date and year first above written.

WATER RESOURCE CONSULTANT SERVICES

By: Mark D. Farrell, P.E.
(Name) Printed

President
(Title)

Signature Date

CITY OF COCOA

By: Henry U. Parrish III
(Name) Printed

Mayor
(Title)

Signature Date

CC: Joan Clark, City Clerk
John "Jack" Walsh P.E., Utilities Director
Tammy Eastburn, Procurement Card Coordinator

EXHIBIT - A

WATER RESOURCE ASSOCIATES
3RD AMENDMENT FEE SCHEDULE

Charges for work performed by **Water Resource Associates (WRA)** on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. *Charges within a calendar year will not be made on a project in progress without prior notification.*

PROFESSIONAL SERVICES RATES (PER HOUR)*

Principal	$200.00
Senior Facilitator	$180.00
Senior Professional Engineer	$165.00
Senior Professional Geologist	$160.00
Senior Hydrologist	$160.00
Senior Construction Engineer	$160.00
Project Manager	$150.00
Professional Engineer	$140.00
Senior Environmental Scientist	$140.00
Civil Engineer	$135.00
Geologist	$135.00
Construction Engineer	$130.00
Senior Planner	$130.00
Environmental Scientist	$120.00
CADD Designer	$ 85.00
Technician	$ 70.00
Administrative Assistant	$ 55.00

OTHER DIRECT CHARGES

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Copying (Color Prints)	$ 0.45 per page
Drawings (B/W Prints)	$ 2.00 per page
Drawings (Color Prints)	$ 15.00 per page
Mylar's	$ 25.00 per sheet
Mileage	$ 0.575 per mile
Postage/Courier and Overnight Delivery Charges/Subcontractors	(Actual Cost + 15%)

Approved By Council
04/22/2014 Item VIII.6

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

Water Resource Consultant Services
AMENDMENT #2

This amendment to the purchase agreement for Water Resource Consultant Services is made and entered into as of March 17, 2014 by and between the City of Cocoa and **Water Resource Associates, Inc., 4260 West Linebaugh Avenue, Tampa, Florida 33624.**

The agreement, entered into on April 27, 2010 is hereby amended to renew for twelve (12) additional months, with the revised schedule of rates in Exhibit-A (attached). All terms and conditions remain the same commencing on April 27, 2014 and terminating on April 26, 2015.

The parties hereto duly execute this amendment to become effective as of the date and year first above written.

WATER RESOURCE CONSULTANT SERVICES

By: Mark D. Farrell, P.E.
(Name) Printed

President
(Title)

Signature 3/19/14 Date

CITY OF COCOA

By: Henry U. Parrish III
(Name) Printed

Mayor
(Title)

Signature 4/22/2014 Date

CC: Joan Clark, City Clerk
John "Jack" Walsh P.E., Utilities Director
Tammy Eastburn, Procurement Card Coordinator

EXHIBIT - A

WATER RESOURCE ASSOCIATES – 2014 FEE SCHEDULE

Charges for work performed by **Water Resource Associates (WRA)** on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. Charges within a calendar year will not be made on a project in progress without prior notification.

PROFESSIONAL SERVICES RATES (PER HOUR) *

Principal	$200.00
Senior Facilitator	$180.00
Senior Professional Engineer	$165.00
Senior Professional Geologist	$160.00
Senior Hydrologist	$160.00
Senior Construction Engineer	$160.00
Project Manager	$150.00
Professional Engineer	$140.00
Senior Environmental Scientist	$140.00
Civil Engineer	$135.00
Geologist	$135.00
Construction Engineer	$130.00
Senior Planner	$130.00
Environmental Scientist	$120.00
CADD Designer	$ 85.00
Technician	$ 70.00
Administrative Assistant	$ 55.00

OTHER DIRECT CHARGES

Copying (B/W Prints)	$ 0.20 per page
Copying (Color Prints)	$ 0.45 per page
Drawings (B/W Prints)	$ 2.00 per page
Drawings (Color Prints)	$ 15.00 per page
Mylar's	$ 25.00 per sheet
Mileage	$ 0.565 per mile
Postage/Courier and Overnight Delivery Charges/Subcontractors	(Actual Cost + 15%)

Approved By Council on 04/09/2013 Item V.3

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

Water Resource Consultant Services
AMENDMENT #1

This amendment to the purchase agreement for Water Resource Consultant Services is made and entered into as of March 11, 2013 by and between the **City of Cocoa** and **Water Resource Associates, Inc., 4260 West Linebaugh Avenue, Tampa, Florida 33624.**

The agreement, entered into on April 27, 2010 is hereby amended to renew for twelve (12) additional months, with the revised schedule of rates in Exhibit-A (attached). All terms and conditions remain the same commencing on April 27, 2013 and terminating on April 26, 2014.

The parties hereto duly execute this amendment to become effective as of the date and year first above written.

WATER RESOURCE CONSULTANT SERVICES

By: Mark D. Farrell, P.E.
(Name) Printed

President
(Title)

Signature 3/20/2013 Date

CITY OF COCOA

By: Henry U. Parrish III
(Name) Printed

Mayor
(Title)

Signature 3-9-13 Date

CC: Joan Clark, City Clerk
John "Jack" Walsh P.E., Utilities Director
Tammy Eastburn, Procurement Card Coordinator

*** EXHIBIT-A ***

WATER RESOURCE ASSOCIATES - 2013 FEE SCHEDULE

Charges for work performed by **Water Resource Associates** on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. Changes within a calendar year will not be made on a project in progress without prior notification.

PROFESSIONAL SERVICES RATES (per hour)*

Principal	$200.00
Senior Facilitator	$180.00
Senior Professional Engineer	$165.00
Senior Professional Geologist	$160.00
Senior Hydrologist	$160.00
Senior Construction Engineer	$160.00
Project Manager	$150.00
Professional Engineer	$140.00
Senior Environmental Scientist	$140.00
Civil Engineer	$135.00
Geologist	$135.00
Construction Engineer	$130.00
Senior Planner	$130.00
Environmental Scientist	$120.00
CADD Designer	$85.00
Technician	$70.00
Administrative Assistant	$55.00

OTHER DIRECT CHARGES

Copying (B/W Prints)	$0.20 per page
Copying (Color Prints)	$0.45 per page
Drawings (B/W Prints)	$2.00 per sheet
Drawings (Color Prints)	$15.00 per sheet
Mylars	$25.00 per sheet
Mileage	$0.565 per mile
Postage/Courier and Overnight Delivery Charges/Subcontractors	(Actual cost + 15%)

Approved by Council on
04/27/2010 Item VIII.3

AGREEMENT FOR
WATER RESOURCE CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this 27th day of April 2010, by and between the **CITY OF COCOA, FLORIDA,** a Florida Municipal Corporation, hereinafter referred to as "City", located at 65 Stone Street, Cocoa, Florida 32922, and **WATER RESOURCE ASSOCIATES, INC.,** a Florida corporation, authorized to conduct business in the State of Florida, whose address is 4260 West Linebaugh Avenue, Tampa, Florida 33624 hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, City has a need to obtain non-engineering related consulting services regarding water resource permitting and projects from time to time on an as-needed, task oriented basis; and

WHEREAS, this is not an engineering or construction services agreement governed by the Florida's Consultants' Competitive Negotiation Act, Section 287.055, *Florida Statutes;* and

WHEREAS, Consultant is willing to provide such services to the City under the terms and conditions stated herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term of this Agreement by mutual agreement. Such an extension shall only be by written amendment to this Agreement.

1.2 The terms and conditions of any Task Order, as described in Section 2 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

1.3 Definitions. The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this

Agreement, as amended from time to time, which shall constitute authorization for the Consultant to provide the Consultanting services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

b. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.

c. "Consultant" shall mean Water Resource Services, Inc., a Florida Corporation, and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Section 119.011(1), *Florida Statutes.*

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Consultant or Consultant's independent professional associates and consultants which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, or any other actual and direct expenses the City agrees to reimburse by Task Order.

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the water resource and permitting work agreed to by the parties in a Task Order related to the City's Dyal Water Treatment Facility.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 3.0 herein, which sets forth the Work to be performed by Consultant under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4 Engagement. The City hereby engages the Consultant and Consultant agrees to perform the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2.0 DESCRIPTION OF SERVICES; RATE SCHEDULE

2.1 The City may make request of Consultant to perform water resource and permitting consulting services on a "task" basis. In general, such services may include, but not be limited to, water resource consultations, planning, evaluations, feasibility studies, and design studies, regulatory agency permitting and approvals, environmental resource permitting, and associated potable water project coordination activities. The City will communicate with Consultant, verbally or in writing, a general description of the task to be performed. The Consultant will generate a detailed Scope of

Work document, prepare a Schedule, add a fee component (e.g. straight hourly rate for work performed, a not to exceed fee amount, or a lump sum fee amount) with a detailed cost breakdown to accomplish the task, and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the fee shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all subconsultant work and the Task Proposal shall include the written price proposals from all subconsultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the Consultant through a Task Order may include any consulting services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

The City will issue a notice to proceed to the Consultant in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the Consultant shall perform the services set forth in the Task Order.

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other consulting companies to provide professional consultant services.

2.3 The maximum hourly rates and certain direct charges that can be charged under this Agreement by Consultant are set forth in **EXHIBIT "A,"** which is attached hereto and fully incorporated herein by this reference.

3.0 CHANGES IN THE SCOPE OF WORK

3.1 City may make changes in the Services at any time by giving written notice to Consultant. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and Consultant will negotiate any change in total cost or schedule modifications. If the City and the Consultant approve any change, the Task Order will be modified in writing to reflect the changes; and Consultant shall be compensated for said services in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by City's and Consultant's designated representative.

3.2 All of City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

4.0 SCHEDULE

4.1 Consultant shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. Consultant shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should Consultant fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

4.2 No extension for completion of services shall be granted to Consultant without City's prior written consent, except as provided in Sections 3.1 and 19.1 herein.

4.3 Any cost caused by defective or ill-timed services shall be borne by the party responsible therefore.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONSULTANT

5.1 **General Services.** For basic and additional Services performed by Consultant's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Consultant an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

5.2 **Additional Services Performed by Professional Associates and Consultants.** For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Consultant to render additional Services pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Consultant an amount equal to that billed Consultant by the independent professional associates and consultants. Prior to payment by the City, the Consultant shall submit to the City a copy of any written invoice received by Consultant from all independent professional associates and consultants which clearly evidences the amount billed by the independent professional associates and consultants for additional Services and any Reimbursable Expenses.

5.3 **Witness Services.** For witness or expert services rendered by Consultant's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the Consultant or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order. All witness or expert witness services shall be subject to the direction of the City Attorney and must be coordinated and approved by the City Attorney in advance. When performing such services for the City, Consultant

shall be bound by any attorney-work product public records exemption laws and rules.

5.4 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Local Government Prompt Payment Act s.218.70 et. seq., Florida Statutes.

5.5 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with in efficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Consultant.

5.6 Errors and Deficiencies. Consultant shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Consultant's services provided under this Agreement.

5.7 Payment Offsets. To the extent that Consultant owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Consultant for any money owed to the City by Consultant.

5.8 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Consultant shall remain liable to the City in accordance with applicable law for all damages to the City caused by Consultant's performance of any services provided under this Agreement.

5.9 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Consultant, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Consultant shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. Consultant's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

6.0 RIGHT TO INSPECTION

6.1 City or its affiliates shall at all times have the right to review or observe the Services performed by Consultant.

6.2 No inspection, review, or observation shall relieve Consultant of its responsibility under this Agreement.

7.0 PROGRESS MEETING

7.1 City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. Consultant's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

8.0 SAFETY

8.1 Consultant shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, resident project representatives (and assistants) while performing Services provided hereunder.

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, City shall grant Consultant reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

10.1 **Liability Amounts.** During the term of this Agreement, Consultant shall be responsible for providing the types of insurance and limits of liability as set forth below.

a. **Professional Liability.** Proof of professional liability insurance shall be provided to the City for the minimum amount of $1,000,000 as the combined single limit per claim and $1,000,000 in the aggregate.

b. The Consultant shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence to protect the Consultant from claims of property damages and personal injury which may arise from any Services performed under this Agreement whether such Services are performed by the Consultant or by anyone directly employed by or contracting with the Consultant.

c. The Consultant shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $50,000 property damage as the combined single limit for each occurrence to protect the Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant.

d. The Consultant shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in article 10.1.b and 10.1.c herein, as its interest may appear, from time to time.**

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Consultant by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Consultant shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Consultant. The Consultant shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. Unless agreed to by the City to the contrary, the City shall be named on the insurance policies included in article 10.1.b and 10.1.c as "additional insured." The Consultant shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Consultant in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Consultant in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Consultant shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

10.4 Independent Associates and Consultants. All independent associates and consultants employed by Consultant to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

11.1 Consultant shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Services under this Agreement.

12.0 REPRESENTATIONS

12.1 Consultant represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound Consultanting practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Consultant shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Consultant's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Consultant shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to reviews, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Consultant's designated representative shall have the authority to act on Consultant's behalf with respect to the Services. In addition, Consultant's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to the Services. The Consultant shall review laws, codes, and regulations applicable to Consultant's Services. The Consultant's services and design shall comply with all applicable requirements imposed by all public authorities. The Consultant represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Consultant for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Paragraph 2.2 herein, Consultant shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Consultant represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal top complete the services set forth in the Task Order in a good professional

and workmanlike manner in conformance with the requirements of this Agreement.

12.2 Consultant represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

13.0 GUARANTEE AGAINST INFRINGEMENT

13.1 Consultant guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademarks infringement. Notwithstanding any other provision of this Agreement, Consultant shall indemnify, hold harmless, and defend City, its officers, directors, employees, attorneys, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, Services, or other item provided under this Agreement. Notwithstanding the foregoing, Consultant may elect to provide non-infringing services.

14.0 DOCUMENTS

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

a. Reuse of Documents. All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Consultant and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at anytime. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Consultant, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Consultant.

b. **Ownership of Documents.** The City and the Consultant agree that upon payment of fees due to the Consultant by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Consultant in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Consultant waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Consultant in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Consultant or not.

c. **Preexisting Ownership Rights to Documents.** Notwithstanding any provisions to the contrary contained in this Agreement, Consultant shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to computer programs, software, standard details, figures, templates and specifications.

15.0 ASSIGNMENT

15.1 Consultant shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

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

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

15.4 If any part of this Agreement is subcontracted by Consultant, prior to the commencement of any Work by the subcontractor, Consultant shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth by the City.

16.0 INDEPENDENT CONTRACTOR

16.1 At all times during the term of this Agreement, Consultant shall be considered an independent contractor and not an employee of the City.

17.0 DEFAULT BY CONSULTANT AND CITY'S REMEDIES

17.1 The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement:

17.2 Consultant defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Consultant shall have such time as is reasonably necessary to remedy the default, provided the Consultant promptly takes and diligently pursues such actions as are necessary therefor; or

17.3 Consultant is adjudicated bankrupt or makes any assignment for the benefit of creditors or Consultant becomes insolvent, or is unable or unwilling to pay its debts; or

17.4 Consultant has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

17.5 Consultant has committed any act of fraud upon the City; or

17.6 Consultant has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

17.7 Consultant has assigned this Agreement or any Task Order without the City's prior written consent.

17.8 Notwithstanding the aforementioned, in the event of a default by Consultant, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Consultant, terminate this Agreement for convenience, without penalty, upon thirty (30) days advance written notice. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

19.0 FORCE MAJEURE

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

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

21.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

22.0 SEVERABILITY

22.1 In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise by fully enforceable.

23.0 WAIVER AND ELECTION OF REMEDIES

23.1 Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

23.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

24.0 THIRD PARTY RIGHTS

24.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

25.0 PROHIBITION AGAINST CONTINGENT FEES

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

26.0 ENTIRE AGREEMENT

26.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Consultant with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

27.0 NO JOINT VENTURE

27.1 Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

28.0 ATTORNEY'S FEES

28.1 Should either party bring an action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party the costs and expenses of such action including, but not limited to, reasonable attorneys' fees, whether at settlement, trial or on appeal.

29.0 COUNTERPARTS

29.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

30.0 DRAFTING

30.1 City and Consultant each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

31.0 NOTICE

31.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Consultant:

Mark D. Farrell
4260 West Linebaugh Avenue
Tampa, Florida 32922
(813) 265-3130

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, Florida 32922
(321) 433-8686

31.2 Either party may change the notice address by providing the other party written notice of the change.

32.0 SOVEREIGN IMMUNITY

32.1 Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than one hundred thousand dollars ($100,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of two hundred thousand dollars ($200,000.00). This paragraph shall survive termination of this Agreement.

33.0 CORPORATE REPRESENTATIONS BY CONSULTANT

33.1 Consultant hereby represents and warrants to the City the following:

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

b. The undersigned representative of Consultant has the power, authority, and legal right to execute and deliver this Agreement on behalf of Consultant.

34.0 INDEMNIFICATION

34.1 Consultant shall indemnify and hold harmless the City, and its officers (including its City Attorneys) 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 Consultant and other persons employed by the Consultant in the performance of the Agreement and any Task Order.

34.2 Consultant shall also indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by Consultant's breach and caused by other persons employed by the Consultant in the performance of the Agreement and any Task Order.

The indemnity provisions set forth in Paragraphs 34.1 and 34.2 shall be considered separate and independent indemnity provisions.

35.0 CONSULTANT'S PERSONNEL AT CONSTRUCTION SITE

35.1 If the Services of Consultant are required for any specific construction site, the presence or duties of Consultant's personnel at the construction site, whether as onsite representatives or otherwise, do not make Consultant or Consultant's personnel in any way responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. Consultant and Consultant's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Consultant's own personnel.

35.2 The presence of Consultant's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). Consultant neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Consultant is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

37.0 ADDITIONAL ASSURANCES

37.1 The Consultant for itself and its Subconsultants, if any, certifies that:

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

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

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

d. The undersigned is authorized to execute this Agreement on behalf of the Consultant and said signature shall bind the Consultant to this Agreement. No further action is required by the Consultant to enter into this Agreement other than Consultant's undersigned representative execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:
CITY OF COCOA *

By: Michael C. Blake
Michael C. Blake
Print Name/Title: Mayor

CONSULTANT:

By:

Print Name/Title: Mark D Francel, Pres

ATTEST:

By: Jan Clark
City Clerk

*** THIS AGREEMENT IS ONLY VALID AGAINST THE CITY UPON APPROVAL BY THE CITY COUNCIL OF COCOA AND SIGNATURE BY EITHER THE MAYOR OR CITY MANAGER.**

Exhibit A

WATER RESOURCE ASSOCIATES - 2010 FEE SCHEDULE

Charges for work performed by **Water Resource Associates** on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. Changes within a calendar year will not be made on a project in progress without prior notification.

PROFESSIONAL SERVICES RATES (per hour)*

Principal	$195.00
Senior Facilitator	$160.00
Senior Professional Engineer	$160.00
Senior Professional Geologist	$160.00
Senior Hydrologist	$160.00
Project Manager	$150.00
Professional Engineer	$140.00
Senior Environmental Scientist	$130.00
Senior Planner	$130.00
Engineer	$125.00
Geologist	$125.00
Planner	$100.00
Environmental Scientist	$100.00
CADD Designer	$85.00
Technician	$70.00
Administrative Assistant	$55.00

OTHER DIRECT CHARGES

Copying (B/W Prints)	$0.20 per page
Copying (Color Prints)	$0.45 per page
Drawings (B/W Prints)	$2.00 per sheet
Drawings (Color Prints)	$15.00 per sheet
Mylars	$25.00 per sheet
Mileage	$0.55 per mile
Postage/Courier and Overnight Delivery Charges/Subcontractors	(Actual cost + 15%)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/28/2013

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 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
Lassiter-Ware Insurance of Tampa Bay
4401 West Kennedy Blvd
Suite 200
Tampa FL 33609

RECEIVED FEB 28 2013

CONTACT NAME: Jude Sutton
PHONE (A/C, No, Ext): (800) 845-8437 FAX (A/C, No): (888) 883-8680
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Indemnity Co of Conn	25682
INSURER B: Travelers Indemnity Co of Amer	25666
INSURER C: Hudson Specialty Ins. Co.	37079
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Water Resource Associates, Inc. DBA WRA
4260 West Linebaugh Avenue
Tampa FL 33624

COVERAGES CERTIFICATE NUMBER: 12-14 Cert 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			6802A199206TCT12	5/31/2012	5/31/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			6802A199206TCT12	5/31/2012	5/31/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		IDTBHUB8339L63912	12/15/2012	12/15/2013	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability Claims Made			ESB2826131302	3/1/2013	3/1/2014	EACH CLAIM AGGREGATE	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The Certificate Holder is an additional insured under the terms and conditions of the Professional Liability policy with respect to work performed by the named insured as required by written contract. WRA #0689

CERTIFICATE HOLDER

The City of Cocoa
65 Stone Street
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

P Schmaltz/JOANR Patricia Lara Schmaltz

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AGREEMENT FOR
WATER RESOURCE CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this 27th day of April 2010, by and between the **CITY OF COCOA, FLORIDA,** a Florida Municipal Corporation, hereinafter referred to as "City", located at 65 Stone Street, Cocoa, Florida 32922, and **WATER RESOURCE ASSOCIATES, INC.,** a Florida corporation, authorized to conduct business in the State of Florida, whose address is 4260 West Linebaugh Avenue, Tampa, Florida 33624 hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, City has a need to obtain non-engineering related consulting services regarding water resource permitting and projects from time to time on an as-needed, task oriented basis; and

WHEREAS, this is not an engineering or construction services agreement governed by the Florida's Consultants' Competitive Negotiation Act, Section 287.055, *Florida Statutes;* and

WHEREAS, Consultant is willing to provide such services to the City under the terms and conditions stated herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term of this Agreement by mutual agreement. Such an extension shall only be by written amendment to this Agreement.

1.2 The terms and conditions of any Task Order, as described in Section 2 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

1.3 Definitions. The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this

Agreement, as amended from time to time, which shall constitute authorization for the Consultant to provide the Consultanting services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

b. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.

c. "Consultant" shall mean Water Resource Services, Inc., a Florida Corporation, and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Section 119.011(1), *Florida Statutes.*

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Consultant or Consultant's independent professional associates and consultants which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, or any other actual and direct expenses the City agrees to reimburse by Task Order.

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the water resource and permitting work agreed to by the parties in a Task Order related to the City's Dyal Water Treatment Facility.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 3.0 herein, which sets forth the Work to be performed by Consultant under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4 Engagement. The City hereby engages the Consultant and Consultant agrees to perform the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2.0 DESCRIPTION OF SERVICES; RATE SCHEDULE

2.1 The City may make request of Consultant to perform water resource and permitting consulting services on a "task" basis. In general, such services may include, but not be limited to, water resource consultations, planning, evaluations, feasibility studies, and design studies, regulatory agency permitting and approvals, environmental resource permitting, and associated potable water project coordination activities. The City will communicate with Consultant, verbally or in writing, a general description of the task to be performed. The Consultant will generate a detailed Scope of

Work document, prepare a Schedule, add a fee component (e.g. straight hourly rate for work performed, a not to exceed fee amount, or a lump sum fee amount) with a detailed cost breakdown to accomplish the task, and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the fee shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all subconsultant work and the Task Proposal shall include the written price proposals from all subconsultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the Consultant through a Task Order may include any consulting services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

The City will issue a notice to proceed to the Consultant in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the Consultant shall perform the services set forth in the Task Order.

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other consulting companies to provide professional consultant services.

2.3 The maximum hourly rates and certain direct charges that can be charged under this Agreement by Consultant are set forth in **EXHIBIT "A,"** which is attached hereto and fully incorporated herein by this reference.

3.0 CHANGES IN THE SCOPE OF WORK

3.1 City may make changes in the Services at any time by giving written notice to Consultant. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and Consultant will negotiate any change in total cost or schedule modifications. If the City and the Consultant approve any change, the Task Order will be modified in writing to reflect the changes; and Consultant shall be compensated for said services in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by City's and Consultant's designated representative.

3.2 All of City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

4.0 SCHEDULE

4.1 Consultant shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. Consultant shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should Consultant fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

4.2 No extension for completion of services shall be granted to Consultant without City's prior written consent, except as provided in Sections 3.1 and 19.1 herein.

4.3 Any cost caused by defective or ill-timed services shall be borne by the party responsible therefore.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONSULTANT

5.1 General Services. For basic and additional Services performed by Consultant's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Consultant an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

5.2 Additional Services Performed by Professional Associates and Consultants. For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Consultant to render additional Services pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Consultant an amount equal to that billed Consultant by the independent professional associates and consultants. Prior to payment by the City, the Consultant shall submit to the City a copy of any written invoice received by Consultant from all independent professional associates and consultants which clearly evidences the amount billed by the independent professional associates and consultants for additional Services and any Reimbursable Expenses.

5.3 Witness Services. For witness or expert services rendered by Consultant's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the Consultant or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order. All witness or expert witness services shall be subject to the direction of the City Attorney and must be coordinated and approved by the City Attorney in advance. When performing such services for the City, Consultant

shall be bound by any attorney-work product public records exemption laws and rules.

5.4 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Local Government Prompt Payment Act s.218.70 et. seq., Florida Statutes.

5.5 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with in efficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Consultant.

5.6 Errors and Deficiencies. Consultant shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Consultant's services provided under this Agreement.

5.7 Payment Offsets. To the extent that Consultant owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Consultant for any money owed to the City by Consultant.

5.8 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Consultant shall remain liable to the City in accordance with applicable law for all damages to the City caused by Consultant's performance of any services provided under this Agreement.

5.9 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Consultant, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Consultant shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. Consultant's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

6.0 RIGHT TO INSPECTION

6.1 City or its affiliates shall at all times have the right to review or observe the Services performed by Consultant.

6.2 No inspection, review, or observation shall relieve Consultant of its responsibility under this Agreement.

7.0 PROGRESS MEETING

7.1 City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. Consultant's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

8.0 SAFETY

8.1 Consultant shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, resident project representatives (and assistants) while performing Services provided hereunder.

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, City shall grant Consultant reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

10.1 Liability Amounts. During the term of this Agreement, Consultant shall be responsible for providing the types of insurance and limits of liability as set forth below.

a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the minimum amount of $1,000,000 as the combined single limit per claim and $1,000,000 in the aggregate.

b. The Consultant shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence to protect the Consultant from claims of property damages and personal injury which may arise from any Services performed under this Agreement whether such Services are performed by the Consultant or by anyone directly employed by or contracting with the Consultant.

c. The Consultant shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $50,000 property damage as the combined single limit for each occurrence to protect the Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant.

d. The Consultant shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in article l0.l.b and l0.l.c herein, as its interest may appear, from time to time.**

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Consultant by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Consultant shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Consultant. The Consultant shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. Unless agreed to by the City to the contrary, the City shall be named on the insurance policies included in article l0.l.b and l0.l.c as "additional insured." The Consultant shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Consultant in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Consultant in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Consultant shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

10.4 Independent Associates and Consultants. All independent associates and consultants employed by Consultant to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

11.1 Consultant shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Services under this Agreement.

12.0 REPRESENTATIONS

12.1 Consultant represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound Consultanting practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Consultant shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Consultant's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Consultant shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to reviews, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Consultant's designated representative shall have the authority to act on Consultant's behalf with respect to the Services. In addition, Consultant's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to the Services. The Consultant shall review laws, codes, and regulations applicable to Consultant's Services. The Consultant's services and design shall comply with all applicable requirements imposed by all public authorities. The Consultant represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Consultant for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Paragraph 2.2 herein, Consultant shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Consultant represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal top complete the services set forth in the Task Order in a good professional

and workmanlike manner in conformance with the requirements of this Agreement.

12.2 Consultant represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

13.0 GUARANTEE AGAINST INFRINGEMENT

13.1 Consultant guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademarks infringement. Notwithstanding any other provision of this Agreement, Consultant shall indemnify, hold harmless, and defend City, its officers, directors, employees, attorneys, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, Services, or other item provided under this Agreement. Notwithstanding the foregoing, Consultant may elect to provide non-infringing services.

14.0 DOCUMENTS

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

a. Reuse of Documents. All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Consultant and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at anytime. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Consultant, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Consultant.

b. Ownership of Documents. The City and the Consultant agree that upon payment of fees due to the Consultant by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Consultant in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Consultant waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Consultant in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Consultant or not.

c. Preexisting Ownership Rights to Documents. Notwithstanding any provisions to the contrary contained in this Agreement, Consultant shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to computer programs, software, standard details, figures, templates and specifications.

15.0 ASSIGNMENT

15.1 Consultant shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

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

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

15.4 If any part of this Agreement is subcontracted by Consultant, prior to the commencement of any Work by the subcontractor, Consultant shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth by the City.

16.0 INDEPENDENT CONTRACTOR

16.1 At all times during the term of this Agreement, Consultant shall be considered an independent contractor and not an employee of the City.

17.0 DEFAULT BY CONSULTANT AND CITY'S REMEDIES

17.1 The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement:

17.2 Consultant defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Consultant shall have such time as is reasonably necessary to remedy the default, provided the Consultant promptly takes and diligently pursues such actions as are necessary therefor; or

17.3 Consultant is adjudicated bankrupt or makes any assignment for the benefit of creditors or Consultant becomes insolvent, or is unable or unwilling to pay its debts; or

17.4 Consultant has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

17.5 Consultant has committed any act of fraud upon the City; or

17.6 Consultant has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

17.7 Consultant has assigned this Agreement or any Task Order without the City's prior written consent.

17.8 Notwithstanding the aforementioned, in the event of a default by Consultant, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Consultant, terminate this Agreement for convenience, without penalty, upon thirty (30) days advance written notice. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

19.0 FORCE MAJEURE

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

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

21.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

22.0 SEVERABILITY

22.1 In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise by fully enforceable.

23.0 WAIVER AND ELECTION OF REMEDIES

23.1 Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

23.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

24.0 THIRD PARTY RIGHTS

24.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

25.0 PROHIBITION AGAINST CONTINGENT FEES

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

26.0 ENTIRE AGREEMENT

26.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Consultant with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

27.0 NO JOINT VENTURE

27.1 Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

28.0 ATTORNEY'S FEES

28.1 Should either party bring an action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party the costs and expenses of such action including, but not limited to, reasonable attorneys' fees, whether at settlement, trial or on appeal.

29.0 COUNTERPARTS

29.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

30.0 DRAFTING

30.1 City and Consultant each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

31.0 NOTICE

31.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Consultant:

Mark D. Farrell
4260 West Linebaugh Avenue
Tampa, Florida 32922
(813) 265-3130

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, Florida 32922
(321) 433-8686

31.2 Either party may change the notice address by providing the other party written notice of the change.

32.0 SOVEREIGN IMMUNITY

32.1 Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than one hundred thousand dollars ($100,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of two hundred thousand dollars ($200,000.00). This paragraph shall survive termination of this Agreement.

33.0 CORPORATE REPRESENTATIONS BY CONSULTANT

33.1 Consultant hereby represents and warrants to the City the following:

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

b. The undersigned representative of Consultant has the power, authority, and legal right to execute and deliver this Agreement on behalf of Consultant.

34.0 INDEMNIFICATION

34.1 Consultant shall indemnify and hold harmless the City, and its officers (including its City Attorneys) 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 Consultant and other persons employed by the Consultant in the performance of the Agreement and any Task Order.

34.2 Consultant shall also indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by Consultant's breach and caused by other persons employed by the Consultant in the performance of the Agreement and any Task Order.

The indemnity provisions set forth in Paragraphs 34.1 and 34.2 shall be considered separate and independent indemnity provisions.

35.0 CONSULTANT'S PERSONNEL AT CONSTRUCTION SITE

35.1 If the Services of Consultant are required for any specific construction site, the presence or duties of Consultant's personnel at the construction site, whether as onsite representatives or otherwise, do not make Consultant or Consultant's personnel in any way responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. Consultant and Consultant's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Consultant's own personnel.

35.2 The presence of Consultant's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). Consultant neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Consultant is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

37.0 ADDITIONAL ASSURANCES

37.1 The Consultant for itself and its Subconsultants, if any, certifies that:

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

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

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

d. The undersigned is authorized to execute this Agreement on behalf of the Consultant and said signature shall bind the Consultant to this Agreement. No further action is required by the Consultant to enter into this Agreement other than Consultant's undersigned representative execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:
CITY OF COCOA *

By: _____
Michael C. Blake
Print Name/Title: Mayor

CONSULTANT:

By: _____
Print Name/Title: Mark D Famell, Pres

ATTEST:

By: _____
City Clerk

*** THIS AGREEMENT IS ONLY VALID AGAINST THE CITY UPON APPROVAL BY THE CITY COUNCIL OF COCOA AND SIGNATURE BY EITHER THE MAYOR OR CITY MANAGER.**

Exhibit "A"

WATER RESOURCE ASSOCIATES - 2010 FEE SCHEDULE

Charges for work performed by **Water Resource Associates** on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. Changes within a calendar year will not be made on a project in progress without prior notification.

PROFESSIONAL SERVICES RATES (per hour)*

Principal	$195.00
Senior Facilitator	$160.00
Senior Professional Engineer	$160.00
Senior Professional Geologist	$160.00
Senior Hydrologist	$160.00
Project Manager	$150.00
Professional Engineer	$140.00
Senior Environmental Scientist	$130.00
Senior Planner	$130.00
Engineer	$125.00
Geologist	$125.00
Planner	$100.00
Environmental Scientist	$100.00
CADD Designer	$85.00
Technician	$70.00
Administrative Assistant	$55.00

OTHER DIRECT CHARGES

Copying (B/W Prints)	$0.20 per page
Copying (Color Prints)	$0.45 per page
Drawings (B/W Prints)	$2.00 per sheet
Drawings (Color Prints)	$15.00 per sheet
Mylars	$25.00 per sheet
Mileage	$0.55 per mile
Postage/Courier and Overnight Delivery Charges/Subcontractors	(Actual cost + 15%)

WRA Water Resource Associates

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/18/2012

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 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 Lassiter-Ware Insurance of Tampa Bay 4401 West Kennedy Blvd Suite 200 Tampa FL 33609	CONTACT NAME: Jude Sutton PHONE (A/C, No, Ext): (800) 845-8437 FAX (A/C, No): (888) 883-8600 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 00037526
INSURED Water Resource Associates, Inc. 4260 West Linebaugh Avenue Tampa FL 33624	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Travelers Indemnity Co of Conn — 25682 INSURER B: Travelers Indemnity Co of Amer — 25666 INSURER C: Hudson Specialty Ins. Co. — 37079 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 12-13 Renewal Cert **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			6802A199206TCT12	5/31/2012	5/31/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		IDTBHUB8339L63911	12/15/2011	12/15/2012	X WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	PROFESSIONAL LIABILITY CLAIMS MADE			ESB2826131201	3/1/2012	3/1/2013	EACH CLAIM ANNUAL AGGREGATE	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

The Certificate Holder is an additional insured under the terms and conditions of the Professional Liability policy with respect to work performed by the named insured as required by written contract. WRA #0689

CERTIFICATE HOLDER

The City of Cocoa
65 Stone Street
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

P Schmaltz/JUDES — Patricia Marie Schmaltz

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/29/2020

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

Lassiter-Ware Insurance of Tampa Bay
1300 N. Westshore Blvd.
Suite 110
Tampa FL 33607

CONTACT NAME: Wendy Tyree
PHONE (A/C, No, Ext): (800) 845-8437 **FAX (A/C, No):** (888) 883-8680
E-MAIL ADDRESS: wendyt@lassiterware.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Phoenix Insurance Company	25623
INSURER B : Travelers Property Casualty Company of America	25674
INSURER C : Travelers Indemnity Co.of Amer	25666
INSURER D : Crum & Forster Specialty Insurance Co	44520.
INSURER E :	
INSURER F :	

INSURED

Water Resource Associates, LLC d/b/a WRA
4260 W. Linebaugh Avenue
Tampa FL 33624

COVERAGES **CERTIFICATE NUMBER:** 20-21 Cert **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:	Y		6801J3577632047	05/31/2020	05/31/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BA5J70274A20GRP	05/31/2020	05/31/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 10,000
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP7E7779832047	05/31/2020	05/31/2021	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB7J5934452042V	05/31/2020	05/31/2021	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability (Claims-Made) Contractors Pollution Liability			PKC109930	05/31/2020	05/31/2021	Each Claim Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Cocoa is an additional insured under the terms and conditions of the Contractors Pollution Liability policy with respect to work performed by the named insured as required by written contract.

CERTIFICATE HOLDER

The City of Cocoa
65 Stone Street
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

Patricia Anne Schmaltz

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~ TRACK SHEET ~

Continuing Services Agreement Contract

Commodity/Service:	**WATER RESOURCE CONSULTANT SERVICES**	**Agreement shall terminate on the 3rd anniversary of effective date. The parties shall have the option to extend the term of this agreement by mutual agreement. By written amendment to this agreement**
Vendor/Contractor:	Water Resource Associates, Inc. - V #9251	
Department Name:	Utilities	*Balances Verified By: Diane Kozlak*
Department Requestor :	Jack Walsh	*Date Verified: 03/24/2021*
Quote/Bid/Proposal No:	**N/A -- Negotiated Agreement**	**RENEWALS LEFT - 99**
Total # of Task Orders Issued for this Contract:	**19**	**EXPIRES: 9/30/2022**

Contract Date: 04/27/10 - 04/26/13 - Contract Signed by Mayor on 04/27/10

Approved By Council 4/27/2010 Item VIII.3 - Resolution #2010-044 (Waiving Competitive Bidding)

1st Amendment --- Approved By Council 04.09.2013 Item V.3 From 04/27/2013 -- To 04/26/2014

2nd Amendment - Approved By Council 04.22.2014 Item VIII.6 From 04/27/2013 -- To 04/26/2015

3rd Amendment -- Approved By Council 03.24.2015 Item V.2 From 04/27/2013 -- To 04/26/2016

4th Amendment -- Approved by Council 04.12.2016 Item V.2 From 04/27/2016 -- To 04/26/2017

5th Amendment -- Approved by Council 05.09.2017 Item VIII.5 From 04.27/2017 -- To 09/30/2018

6th Amendment - Approved by Council 09.11.2018 Item VIII.5 From 09/30/2018 -- To 09/29/2020

7th Amendment -- Approved by Council 10.27.2020 Item VI.3 From 10/01/2020 -- To 09/30/2021

Revised Rate Sheet for 2021 Approved by Council 03/23/2021, Item V.A3

PO AMOUNT CURRENTLY ENCUMBERED:	**($0.00)**
PO AMOUNT CURRENTLY PAID:	**$636,359.00**
TOTAL:	**$636,359.00**

TASK NO:	TASK DETAILS	ENCUMBERED	PAID
TASK #1	UT-PO#2010-54126...Dated...07/26/2010...$25,000...Project #WS0919...Approved by Council 07/13/10 Consulting, planning & support services for Cocoa water supply enhancement project. Amount liquidated: $2,059 (Closeout for Year End)	0.00	22,941.22
	(RE-ISSUE) PO#2011-54874...Dated...11/08/2010...$2,059...(Re-Issue of PO#54126 above) Change Order #1...Dated...12/15/2010...ADD $3,100 to PO#54874, Project #WS0919 Amount liquidated: $89.75 on 01/05/2011 (Closeout for New World Transition)	0.00	5,069.25
	(RE-ISSUE) PO# 2011-543...Dated...02/08/2011...$89.75 (Re-Issued for PO# 54874 above) change Order #1...Dated...04/28/2011...ADD $49,910.25 Amount liquidated: $35.00 on 09/30/2011	0.00	49,965.00
TASK #2	UT-ENG-PO#2010-54413...Dated 09/23/2010...$23,780...Approved By Council 04/27/10 SJRWMD Five-year consumptive use permit compliance review...Project #ws0919 NEW WORLD PURCHASE ORDER NOT-RE-ISSUED AS OF 11/08/2011	0.00	0.00

TASK NO:	TASK DETAILS	ENCUMBERED	PAID
TASK #3	UT-ENG-PO#2011-54893...Dated 11/10/2010...$103,638...Approved By Council 11/09/10 sjrwmd Five-year consumptive use permit compliance review phase II remaining balance as of 12/16/10...$87,454.60 liquidated 1/5/11 for New World Transition	0.00	16,180.40
	(RE-ISSUE) PO# 2011-581...$87,454.60 (Re-Issued for PO#54893 above) AMOUNT LIQUIDATED: $44,201.55 ON 9/30/2011	0.00	43,253.05
TASK #4	UT-ENG-PO#2012-946...Dated 01/31/2012...$100K...Approved By Council 01/10/2012 Item V.2 Signed By Michael Blake, Mayor on 01/10/2012 **Project No. WS0919** Taylor Creek Project (TCR) assist with completion of the elements necessary to implement the TCR project and other water supply and water resource related task. Contract Signed by: Michael C. Blake, Mayor on 01/10/2012 **ENDING BALANCE ON 9/28/2012 $19,474.98** (New World) **ENDING BALNCE ON 11/16/2012 $19,474.98** **Never re-issued a new PO for FY2013*	0.00	80,525.02
TASK #5	UT-ENG-PO#2012-1334...Dated 03/22/2012...$100k... Approved By Council on 03/13/2012 Item VIII.3 Consultant will perform the necessary services to prepare and submit a Consumptive use permit (CUP) application for the development of an alternative water supply from the Taylor Creek Res. Contract Signed By: Brenda Fettrow, City Manager on 03/13/2012 **ENDING BALANCE ON 9/28/2012 $3,519.37** (New World) **ENDING BALANCE ON 11/16/2012 $3,519.37** **Never re-issued a new PO for FY2013*	0.00	96,480.63
TASK #6	**UT-ENG PO#2013-60933-21137**...Dated 01/17/13...$22,550.....Water Supply Program Consulting Services to address on-going issues related to the City's water supply and resource related issues Estimated 110 hours. Within the City Manager's spending authority **PROJECT #WS0919** Approved By: Brenda Fettrow, City Manager on 12/13/2012	0.00	22,550.00
TASK #7	**UT-ENG PO#2013-60932-21136**...Dated 01/17/13...(CUP) Renewal Consumptive use permit Consulting Services will assist the City of Cocoa with completion of the elements necessary to implement the TCR Project and other water supply and water resource related task. $27,325 Within the City Manager's spending authority **PROJECT #WS0919** Approved By: Brenda Fettrow, City Manager on 12/13/2012 **ENDING BALANCE ON 11/18/2013 $13,014.12 (Naviline)**	0.00	14,310.88
TASK #8	**UT-ENG PO#2014-62866-23592**...Dated 12/4/13 Within City Manager signing authority completion of the elements necessary to implement the Taylor Creek Reservoir (TCR) discuss ongoing issues with City's water supply and resource related issued. and provide (CUP) review and engineering for the City as necessary. Approved by: John Titkanich, Jr. AICP, City Manager on 11/7/2013 **CHANGE ORDER #1 ADD $49,500** for same project required to complete task **#WS0919** **CHANGE ORDER #2 LIQUIDATED $30K** per requestor liquidate funding **LIQUIDATED $52,473.10 on final payment for FY2014**	0.00	16,526.90
	(RE-ISSUE) PO#2015-65272-26399...date 12/19/14...$52,473.10 Continuance of PO#62866 *PO# is still open on 3/08/2016 - BALANCE $21,458.92*	0.00	31,014.18

TASK NO:	TASK DETAILS	ENCUMBERED	PAID
TASK #9	**UT-ENG PO#2014-62853-23593**...Dated 11/26/13 Within City Mangers signing authority completion of the elements necessary to implement the Taylor Creek Reservoir (TCR) will prepare the 10 year review of the City's consumptive use permit (CUP) for review and approval by the St. Johns River Water Management District. **Project #WS1CUP** Approved by: John Titkanich, Jr. AICP, City Manager on 11/7/2013 ***ENDING BALANCE ON 11/14/2015 $3.30 (Liquidated to close out FY2014) last check run***	0.00	13,016.70
TASK #10 WS0919	**UT-PO#2016-67057-28918**...10/22/15...$49,500 within the City Managers signing authority Consulting for water supply & resources, provide cup review, negotiate, attend mediations with parties conducted by District. Approved By: John A. Titkanich, City Manager on 10/14/2015 ***ENDING BALANCE FOR FY2016 CLOSE OUT $3,028.58-LIQUIDATED***	0.00	46,471.42
TASK #11	**FN-PO#2016-68007-30084** date 4/4/16...$93K approved by Council on VIII.4 3/22/16 Water meter audit & billing management by verification and accuracy Approved By: John A. Titkanich, City Manager on 3/22/16 **CO#1** MOVE FUNDING AROUND LINES 1,2,4,& 5 ***ENDING BALANCE FOR FY2016 CLOSE OUT $8,436.60-LIQUIDATED***	0.00	84,563.40
	PO#2017-70138-32417 (CONTINUANCE OF PO#68007)	0.00	6,128.37
	PO#2017-70052-32553 (CONTINUANCE OF PO#68007) **ENDING BALANCE OF $447.03 - LIQUIDATED ON 12/28/2017**	0.00	1,861.20
2017-12 WS0919	**UT-PO#2017-69464-31876** date 11/30/16 $49,500 within the CM's signing authority Professional services to assist the City with necessary on-going issues related to the city's water supply & related resource issues.	0.00	49,500.00
2018-13	**UT-PO#2018-72490-35688** date 4/4/18 within the CM's signing authority Professional Services rendered ***NO TASK ORDER COMPLETED*** *Requested Norma on 4/12/18 complete the task order for this.*	0.00	6,977.05
2018-14	**PO#2018-72622-35850** date 5/2/18 within the CM'S SIGNING AUTHORITY ***NO TASK ORDER COMPLETED***	0.00	6,580.60
2018-15	**PO#2018-72672-35904** date 5/15/18 approved by council 11/14/17 VIII.8 ***NO TASK ORDER COMPLETED - LQUIDATED $53,111.53***	0.00	9,488.47
2019-16	**PO#2019-73590-37248** date 10/23/18 within the CM's signing authority ***NO TASK ORDER COMPLETED - LIQUIDATED $41,019.74***	0.00	8,500.26
2020-17	**PO#2020-75833-39876** date 12/19/19 $25,140.00 within the CM's signing authority Consulting Services TCR project and other water supply related task 50-year demand data for CUP application **10/30/20 PO LIQUIDATED FOR YEAR END $20,685.00**	0.00	4,455.00
2021-18	**PO#2020-XXXX-XXXX** date // $35,200.00 within the CM's signing authority Consulting Services TCR project and other water supply related task 50-year demand data for CUP application	0.00	0.00
2021-19	**PO#2020-XXXX-XXXX** date // $84,550.00 Council Approved CUP Renewal TO # provided to Norma 03/26/21		

David M. Caldevilla
Edward P. de la Parte, Jr.
Richard A. Gilbert

de la Parte & Gilbert, P.A.
ATTORNEYS AT LAW

Donald C. Greiwe
Patrick J. McNamara
Nicolas Q. Porter

Louis A. de la Parte, Jr.
Founder (1929-2008)

April 19, 2021

Via U.S. Mail and Email

Mr. Anthony A. Garganese, Esq.
City Attorney
City of Cocoa
111 N. Orange Avenue
Suite 2000
Orlando, FL 32801
agarganese@orlandolaw.net

Re: **Legal Representation – City of Cocoa CUP Renewal**

Dear Mr. Garganese,

This letter will serve to confirm that the City of Cocoa (the "Client") has retained de la Parte & Gilbert, P.A. (the "Firm") to provide legal services in support of the renewal of the Client's existing consumptive use permit. The terms of our representation are contained in this letter. Please have Client acknowledge its acceptance of those terms by having the letter executed, where indicated below, and returning the signed original to me. Please keep a copy of the signed letter for your files.

I will be primarily responsible for this legal representation. I will be involved as necessary to ensure that work is performed to the Client's satisfaction. We will associate other lawyers, law clerks and paralegals in the Firm to assist us in representing the interests of the Client, as we deem appropriate In exchange for our work, the Client shall pay the Firm for its services at a discounted hourly rate, as follows:

Attorney	*Discounted Rate*
Edward de la Parte, Jr.	$300.00
Patrick J. McNamara	$300.00
David Caldevilla	$300.00
Nicolas Q. Porter	$300.00
Donald Griewe	$225.00

The Firm will limit the use of its own paralegals and any work so performed will not be billed beyond an hourly rate of $120.00. Upon written request of the Firm, the aforesaid rates for legal services may be periodically adjusted by mutual written agreement.

It is difficult to keep exact time records for relatively brief services rendered during the Firm's representation such as telephone calls or reviewing incoming and brief correspondence. Experience indicates no matter how brief the telephone call or short the correspondence, the Firm's involvement requires a minimum of one tenth of an hour or more due to the interruptive nature of the services. Accordingly, the Client will be billed in tenth of an hour increments for the greater of the actual time expended, with a minimum entry for the task of one tenth of an hour.

As you know, the Firm has a long standing attorney-client relationship with the Orlando Utilities Commission ("OUC") regarding water resource issues. OUC has consented to the above-referenced legal services. However, it is possible that a conflict will arise in the future between OUC and Client regarding this or other matters. In such event, since OUC is a client of the Firm, I would be required to cease work for the Client. Furthermore, such a conflict would require the Firm to withdraw from work under this engagement letter. If this occurs, I will notify you in writing as soon as I am aware of the conflict. By executing this engagement letter, the Client knowingly gives its informed consent to these terms after considering the advice of yourself, as the Client's independent legal counsel.

To protect our relationship and to comply with professional obligations, the Firm has addressed the potential conflict of interest with OUC above and we have determined that, apart from OUC, we are unaware of any other potential conflict of interest. The Client agrees to inform us of any additional potential conflicts of interest which it may discover during the course of our engagement. It is understood that the Firm may accept the representation of other persons, government entities and companies in other matters whose general interest may be adverse to the Client so long as there is no actual and direct conflict of interest in the Firm doing so. If future conflicts develop, which we are unable to resolve, either the Firm or the Client may terminate this engagement on reasonable written notice, subject to the Client's obligation to pay the Firm according to the terms of this agreement and to any obligations of the Firm to first obtain court approval to do so.

In addition to the compensation described above, the Client shall reimburse the Firm for all costs and expenses incurred in the course of the representation. Chargeable costs include expenses, disbursements, and associated administrative charges for document duplication (30¢ per page black & white; 50¢ per standard sized page color); telefacsimiles ($1 per page); Westlaw (invoiced amount or $6 per minute, whichever is less); mileage (IRS mileage rate); and reimbursement for taxes; travel; computer research fees; fees paid to experts, court reporters and other third parties; filing fees; recording fees; certification fees; registration fees; postage charges; overnight delivery charges; courier and messenger charges; and other extraordinary costs necessitated by the time constraints associated with the representation.

Unless the Client advises otherwise in writing, all billing shall be transmitted to the Client through the City Attorney at the address stated above. Invoices will be monthly, together with any costs and expenses incurred. You agree to carefully examine each invoice rendered within ten (10) days after receipt and advise me thereafter in writing of any questions

or discrepancies or objections which have after reviewing the invoice. Payment of the invoice by the Client or, or failure to object to the invoice in writing within thirty (30) days of each invoice, will be deemed acceptance by the Client of the work performed and the appropriateness of the invoice. Unless the invoice is objected in writing, payment is due within thirty (30) days of the invoice date. In the event that any invoice is not paid within thirty (30) days, then a late charge of one and one-half (1½%) percent is payable on demand for any statement balance that is not paid within thirty (30) days after the date of the invoice.

If a collection action or any other litigation arises regarding this Agreement, venue will be in Brevard County, Florida and the parties hereby waive their right to a jury trial. However, before any litigation is filed, the parties agree to negotiate in good faith to resolve the dispute and, if negotiations fail, then the parties shall mediate the dispute with a mutually agreed to certified mediator. The cost of the mediator shall be evenly split between the parties.

Further, the Firm reserves the right to forward large cost statements directly to the Client for payment in order to save paperwork and time. You will be required to pay these statements directly to the vendor and your failure to pay these statements according to the schedule described above will subject the Client to the same late charges and attorney's fees, as if they had been paid directly by the Firm.

The Client may, on written notice to the Firm, terminate this agreement at any stage of the Firm's services, with or without cause. The Firm may terminate this agreement with or without cause at any stage of its services, subject to reasonable written notice to the Client. It is further agreed that the Firm may cease work upon the matter and may, after reasonable notification to the Client, withdraw from providing legal services if the Firm's monthly invoices or requests for deposits to the Trust Account are not being paid within thirty (30) days of the date of each invoice or request. Upon my withdrawal, the Client will be obligated to pay the attorney's fees and costs, and expenses owed to my firm for services rendered under this Agreement at the time of withdrawal, including such reasonable and necessary fees, costs, and expenses, incurred in representing the client's interests in the withdrawal process. On termination, the Client may obtain copies of any documents in the Firm's files on request.

The client agrees that the Firm shall have a charging and an equitable lien against all sums of money and property deposited by the Client in this matter, if any, as security for any legal fees, costs and expenses owed by the Client to the Firm. Additionally, until paid in full, the Firm shall have a retaining lien on any papers delivered by the Client to the Firm.

We appreciate the opportunity to assist you regarding this matter and look forward to working with you and your staff regarding this challenging project. Please do not hesitate to call upon us for additional legal services in the future. If you have any questions concerning the contents of this letter, please contact me.

Sincerely yours,

de la Parte & Gilbert, P. A.

Edward P. de la Parte

Edward P. de la Parte, Jr.

Enclosure

Approved and Accepted by
the City of Cocoa, Florida

_____ _____

Date Name

_____

Title

Exemption to Competitive Purchase

An Exemption to Competitive Purchase shall be approved before routing the purchase requisition for purchases expected to total less than $35,000 in one fiscal year. This form shall be used to justify Emergency, Single-Source, Sole-Source and Standardization purchases.

SECTION A: General

Date: 4/21/21	Account:	421-4010-536.31-00		Amount Requested:	$ 50,000.00		
Dept/Div: *4010 Utility/Administration*	Requester: J. Walsh			Quote Attached:	☒ Yes	☐ No	
Vendor (Name, Phone, Email)	de la Parte and Gilbert			Emergency Purchase:	☐ Yes	☐ No	
Is Vendor Original Equipment Manufacturer (OEM)?	☐ Yes	☒ No	Single Source Purchase (If YES, attach no quote from vendor or email attempt to justify use of single source selection)		☐ Yes	☐ No	
Can multiple vendors provide the same or salient product / service?	☒ Yes	☐ No	Sole Source Purchase (If YES, attach vendor memo, letterhead, stating sole source of product / service with OEM dealer, distributor, reseller authorization)		☒ Yes	☐ No	
Is this purchase or project to be capitalized?	☐ Yes	☒ No	Standardization Purchase (If YES, provide detailed desciption, attach supporting documentation if applicable)		☐ Yes	☒ No	

SECTION B: Justification

Use section to provide a detailed explanation of services or products and why an exemption to competitive purchase is justified. Include the purpose of the services or products and how it directly impacts department operations.

Product or Service Description (Include Model / Part No., if applicable)	de la Parte and Gilbert will provide legal services and act as lead counsel for the consumptive use permit renewal with SJRWMD. If necessary, they will act as lead counsel in any challenges to the CUP and lead a team of experts to legally protect the city's rights.
Describe purpose of product or service.	The City of Cocoa will be renewing its CUP and legal services are necessary in order to protect our current rights and to negotiate terms and conditions to be associated with the new CUP.
What features of product or service makes this unique and exceptional to other comparable products or services?	de la Parte and Gilbert have previously represented the City of Cocoa on previous water matters with respect to the water plant, the Deseret Ranch and other issues concerning the rights of the potable water system. No other attorney has prior history and understanding of the Cocoa system and this is great benefit to the City to use them.
If applicable, describe why this product or service is compatible to existing equipment, instrumentation or services. If not enter N/A.	N/A
If applicable, is this purchase in effort to support standardization of equipment or services? Provide description of how it will benefit department or operations. If not enter N/A.	N/A

SECTION C: Justification of Due Diligence

Use this section to document effort to identify other sources of product or services. This section does not apply for Emergency Products or Services.

Brief description of efforts made to resource other providers of product or services.	de la Parte and Gilbert has worked with the city and has propriatory knowldge that other vendors do not have. In addition, de la Parte and Gilbert specialiize in water rights permitting and law.
Describe consequence to operations if exemption is not declared.	The city needs a specialized water rights attorney to move its CUP forward. Delays to the CUP will also delay the potential agreements to the Taylor Creek Reservoir negotiations with SJRWMD and the other water suppliers.
How will department or program function if product or service is discontinued?	The city would not be able to start the CUP renewal with SJRWMD and impact negotiations with SJRWMD and the other water suppliers for the TCR project.
Describe how pricing was determined to be most responsive, responsible and best value to department.	de la Parte and Gilbert has offered services via their engagement letter outlining their hourly costs and reimbursable expenses. Since the time and effort necessary to complete the CUP process is highly variable and unpredictable, the time and material proposal is recommended and acceptable.

Florida Statute 838.22(2), BRIBERY, MISUE OF PUBLIC OFFICE, which applies to public servants working for municipal government agencies, reads as follows: "It is unlawful for a public servant or a public contractor who has contracted with a governmental entity to assist in a competitive procurement to knowingly and intentionally obtain a benefit for any person or to cause unlawful harm to another by circumventing a competitive solicitation process required by law or rule through the use of a

Requesting Department Director Approval	John "Jack" Walsh	Digitally signed by John "Jack" Walsh Date: 2021.04.21 14:40:18 -04'00'	4/21/21
Purchasing Manager Approval	Heath Hancher	Digitally signed by Heath Hancher Date: 2021.04.21 16:45:36 -04'00'	4/21/21
Finance Director Approval	Rebecca Bowman	Digitally signed by Rebecca Bowman Date: 2021.04.21 17:04:53 -04'00'	
Finance Staff Comments			

Legislation Details (With Text)

File #:	21-269	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	3/29/2021			**In control:**	City Council
On agenda:	4/27/2021			**Final action:**	
Title:	Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase from CST Industries, Inc. of Conroe, Texas, to Replace the Aluminum Dome Cover Parts for Both Sulfureator Tanks at the Wewahootee Water Treatment Plant; To Approve a Resolution Amending the FY2021 Budget; BAF #21-059-A. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Res Sole Source - Sulfureators.pdf ECP - CST Industries - $162,842 - UT-Dyal .pdf SoleSourceLetter.pdf Budget Resolution - Sulfureators - CST Industries.pdf BAF-21-059-A-UT-Repair Sulfureators Roof and Walls (4.27.21)-Agenda 21-269.pdf COI.pdf 146955 Wewahootie WTPV4 Parts-Install.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 29, 2021
Agenda Date: April 27, 2021
Prepared By: Sean B. McFarland, Water Treatment Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase from CST Industries, Inc. of Conroe, Texas, to Replace the Aluminum Dome Cover Parts for Both Sulfureator Tanks at the Wewahootee Water Treatment Plant; To Approve a Resolution Amending the FY2021 Budget; BAF #21-059-A

BACKGROUND:

The two aluminum domes covering the two sulfuraetors at the Wewahootee Plant have reached the end of their useful life due to corrosion/deterioration and are in critical need of replacement. The current condition of the aluminum domes leave the sulfuraetors vulnerable to weather-related damage especially as hurricane season approaches. Should weather-related damage occur, this will result in the shutdown of one or both sulfuraetors which will negatively impact the Wewahootee plant's operating capacity.

The aluminum domes were originally designed, manufactured, and installed by CST Industries, Inc. After researching several options for procurement, City staff have determined that CST Industries, Inc. is in the best position to ensure the proper fit and function and are able to provide the correct parts for future maintenance projects related to the domes. Pursuing a new design, manufacturer, and installer would be cost prohibitive for the City.

Staff recommends the approval of a sole source purchase with CST Industries, Inc. in an amount not to exceed $162,842.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes BAF # 21-059-A
Amount Requested	$162,842
Account Number	424-4020-536.63-00, WS21WS
Account Name	Infrastructure
Source of Funds (Transfers):	421-4020-536.46-00, WS21SW; 421-4020-536.46-00, DY20GN

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase from CST Industries, Inc. of Conroe, Texas, to Replace the Aluminum Dome Cover Parts for Both Sulfureator Tanks at the Wewahootee Water Treatment Plant; To Approve a Resolution Amending the FY2021 Budget; BAF #21-059-A.

RESOLUTION NO. 2021-038

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, WAIVING THE COMPETITIVE BIDDING PROCESS AND SETTING FORTH THE BASIS OF THE CITY MANAGER'S RECOMMENDATION THEREOF BY EXHIBIT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2 of Article XIII of the City Charter of the City of Cocoa and Section 2-4 of the City Code of the City of Cocoa provides that competitive bidding is required for all purchases unless certain requirements are met for exceptions to the bidding requirement; and

WHEREAS, the City Manager has recommended that the competitive bidding requirement be waived for the purchase or public improvement described in Exhibit "A" attached to this Resolution and by this reference incorporated herein; and

WHEREAS, the City Council has determined that competitive bidding for the purchase or public improvement described in Exhibit "A" would not be in the City's best interest.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AS FOLLOWS:

SECTION 1. The purchase or public improvement described in Exhibit "A" is hereby approved and the competitive bidding requirement is hereby waived. The basis for the City Manager's recommendation that a competitive bidding procedure would not be in the City's best interest is attached to this Resolution and by this reference incorporated herein.

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled this 27th day of April, 2021.

_____

ATTEST: MICHAEL C. BLAKE, MAYOR

_____

CARIE SHEALY, MMC, CITY CLERK

EXHIBIT “A”

To Resolution No. 2021-038

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source purchase, for the purpose of replacing the aluminum dome cover parts for both sulfureator tanks at the Wewahootee WTP from CST Industries, Inc. Conroe, Texas.

The Department Director provided supporting documentation toward justification of the waiver, based on sole source, as an exception to the sealed bidding process; and based on this documentation, I support approval of the Resolution.

_____

Stockton Whitten, City Manager

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March 8, 2021

Wewahootee WTP
Cocoa, FL

To Whom It May Concern:

CST Industries, Inc. acquired Coservatek Industries, Inc. in 2008.

CST Industries, Inc. maintains the original equipment drawings and Bills of Material to provide such equipment. This information allows CST to produce the required OEM replacement components insuring accurate fit, function and maintenance procedures. No other manufacturer or business enterprise is legally authorized to claim this advantage.

Please be advised the CST Industries, Inc. is the sole OEM authorized to provide parts and services pertaining to the Wewahootee WTP in Cocoa, Florida. Our Construction subcontractors are authorized by CST Industries, Inc. to install these components.

Respectfully,

Heath Dykes

Project Manager
CST Industries, Inc.
Direct: (713) 351-3786
hdykes@cstindustries.com

RESOLUTION NO. 2021-

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

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 27th day of April, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2021 - 21-059-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT

REQUESTING DEPARTMENT #: UT/Dyal 4020 DATE PREPARED: 03/29/21

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 162,842	424-0000-381.91-21		Transfer from Fund 421	$ 11,484,879	$ 11,608,264	$ 11,771,106	$ 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
$ 162,842	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 162,842	421-4010-581.91-24		Transfer to Fund 424 R&R	$ 11,484,879	$ 11,516,494	$ 11,679,336	$ 31,615
($ 160,000)	421-4020-536.46-00	WS21SW	Repairs & Maintenance	$ 2,324,400	$ 2,417,277	$ 2,257,277	$ 1,412,313
($ 2,842)	421-4020-536.46-00	DT20GT	Repairs & Maintenance	$ 2,324,400	$ 2,417,277	$ 2,414,435	$ 1,412,313
$ 162,842	424-4020-536.63-00	WS21WS	Infrastructure	$ 1,600,000	$ 1,631,615	$ 1,794,457	$ 1,125,602
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 162,842	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The Sulfureators at the Wewahootee Water Plant are used to remove hydrogen sulfide, which is highly corrosive, from the well water. The corrosive atmosphere at the Sulfureators has diminished the integrity of the roofs and the walls for the two Sulfureators. Money is being transfered into 424-4020-536.63-00 to pay for the necessary repairs to the Sulfureator roofs and walls at the Wewahootee Water Plant. Agenda ID # 21-269, going before City Council on 4/27/2021. Please also refer to agenda item 21-270 for additional information for the same project.

Council/Board APPROVAL REQUIRED? *YES* (●) ***NO*** ( ) ***DATE APPROVED:*** 04/27/21 ***RESOLUTION #:***

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

3/11/21	Sean McFarland Digitally signed by Sean McFarland Date: 2021.03.11 09:16:49 -05'00'	4/12/21	Colleen Campbell Digitally signed by Colleen Campbell Date: 2021.04.12 11:33:09 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
	John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2021.04.12 09:24:03 -04'00'	4/12/21	Lora Howell Digitally signed by Lora Howell Date: 2021.04.12 13:12:17 -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 #: _____

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April 22, 2021

Attention: David Veloza

Reference: **(1) 30 ft. dia Aluminum Dome Cover Parts and Replacement**
Cocoa, FL – Weewahootee WTP
CST Covers Inquiry #146955

Dear David,

CST Covers proposes to furnish all labor, materials, and equipment specified below to completely fabricate, deliver, install, and perform labor for the following replacement parts for the 30' covers located in Cocoa FL. The parts and service will be in general accordance with the original project specifications and design and as stated herein. The details and pricing listed below are for both covers with installation performed in sequence with a two (2) week downtime on site between cover one (1) and cover two (2) with two mobilizations Included in base bid.

A. ALUMINUM ROOF COMPLETE AND CONSISTING OF THE FOLLOWING:

1. Replacement Parts: (Existing Domes)
   - 64.25-inch diameter Stack Cap at apex – 1 each per cover (2-total)
   - Triangular dome closure panels – 16 each per cover (32-total)
   - Batten Bars and Silicone Batten Seals – 28 each per cover (56-total)
   - Replacement 36-inch square hatch – 1 each per cover (2-total)
   - Gusset Covers – 12 each per cover (24-total)
   - 316SS Fasteners – As required for batten and appurtenances listed in Section A only
   - Aluminum Flashing – 8 each per cover (16-total)
   - Additional stiffeners per CST standard design – 16 each per cover (32-total)
   - Silicone Sealant – As required for components listed above

B. MISCELLANEOUS ITEMS INCLUDE THE FOLLOWING:

1. Crating and freight to jobsite.

C. PRICE IS BASED & CONTINGENT UPON

1. Tank(s) to be covered being out-of-service, drained and cleaned (by others) during the cover removal and installation.
2. Weather conditions that allow construction procedures to be performed. Temperatures below 40 degrees Fahrenheit and/or precipitation may interrupt the crew's ability to weatherseal (i.e., caulk) the dome(s). Persistent bad weather for any period longer than 48 hours may be grounds for a crew move-in/move-out, which will be charged to the purchaser at the rate stated in the Scope of Work.
3. The dome being considered as "water-tight," not "gas-tight".
4. The area being well drained with adequate space adjacent to the foundation for the storage of material and erection equipment. Area should be accessible and suitable for heavy trucks, cranes, and manlifts for the duration of the project and to allow sufficient bearing for unencumbered 360° access around the structure(s)

for construction equipment. This area must be for the exclusive use of CST Covers' crew and any additional work, not related to the dome (i.e., dike work, pipe racks, etc.), should be installed once the dome structure is in place.

5. Work area(s) not being considered confined space.
6. All walls being level and at a constant elevation (by others).
7. Shipping the materials for all structures at the same time. Should the Purchaser elect to stagger (or sequence) the delivery or installation of the covers, the contract price shall be adjusted to reflect the subsequent packing inefficiencies and resulting increased number of shipping containers and additional crew mobilizations.

D. INSTALLATION:

1. Based on performing the work on a continuous, uninterrupted basis for each cover with two move-in/move-out of equipment and crew. In the unlikely event that additional move-in/move-outs are required, they will be invoiced as contract extras at a rate of $4,500 each plus the cost of any additional equipment mobilization such as crane, scaffolding, man-lift, etc.
2. Groundwork on the dome will require CST Covers being provided with a clear, flat staging area that is at least dome diameter plus 20 feet in size.
3. Perimeter work on the tank will be performed using ladders if needed to access the flashing and anchors.
4. Price is based on Non-Union/Non-Prevailing Wage

E. GENERAL NOTES

1. If the project is tax-exempt, the purchaser must provide CST Covers with a tax-exempt certificate. If the project is not tax-exempt, the purchaser must furnish CST Covers with a resale certificate. Otherwise, CST Covers will charge applicable sales and use taxes to the purchaser as a contract extra.
2. Because CST Covers is not a local contractor, the punch list for the aluminum cover (if any) shall be provided to CST Covers for action while we are still mobilized at the site. Additional mobilizations for punch list(s) generated after we have demobilized shall be considered a contract extra per Section D.1.

F. BASIC ITEMS NOT INCLUDED

1. Supply of any appurtenances not specified herein.
2. Crane, man lifts, and rental equipment for removal/reinstallation of domes. Any required equipment will be coordinated with owner, provided by others, and available for use on site as needed to avoid downtime for CST crew.
3. Replacement hardware and pins for the shoe mounting location.
4. Removal and reinstallation of any materials not provided by CST or specified in this proposal.
5. Extra labor and materials required if the tank dimensions or conditions are different than specified.
6. Existing tank must be level and flat for dome to anchor and seal properly. Unacceptable top of tank conditions may result in additional charges.
7. Staging area, including crane pad, are excluded, and will be provided by others.
8. Building permits, bonds, or taxes other than specified herein.

9. Any work of any other trades, such as electrical, pipefitting, painting, ductwork, or miscellaneous metalwork (e.g., handrails, platforms, etc.) except as specifically noted herein.
10. All stairways, walkways, platforms, handrailing, walkway grating, stairway grating, checkered plate, etc.; (except as specifically noted).
11. Warranty for buyout items (non-CST Covers manufacture) such as louvers, vents, fans, motors, etc. are the responsibility of the manufacturer of the specific item and not included in CST Covers warranty agreement.
12. Field welding.
13. Earthwork or landscaping repair of area used for crane set-up and setting of the dome(s) after completion of the structure(s).

G. TOTAL LUMP SUM PRICE

Lump Sum Pricing for Full Scope as specified above for (2) 30' Domes - Materials & Install: $162,842

Optional Deduct – Second Mobilization: $4,500 *

* Available if work is scheduled to avoid the 2-week delay between each cover. This should be requested prior to initial mobilization to avoid last minute schedule conflicts for the crew.

Optional Deduct – Working in Place: $12,000 **

** Available if parts identified in section A can be replaced with the cover in place on the tank. This deduct avoids labor for CST and additional cost by owner for cranes, matting, ground prep, etc. for the cover removal and reinstallation. This must be exercised at time of issuance of the PO for planning purposes.

H. DESIGN CONSIDERATIONS:

1. Per original cover design

I. VALIDITY:

1. This proposal is offered for your acceptance not later than 90 days after the proposal offer date.
2. The prices quoted are based on the current material costs of metals. Due to the current unprecedented volatility in the metals market, we reserve the right to review pricing for orders received and adjust our price accordingly.

J. TERMS OF PAYMENT:

1. See "CST Industries Terms and Conditions of Sale for CST Industries Product Lines" included with this proposal.

K. SHIPPING INFORMATION:

Point of origin is Conroe, Texas.

L. SCHEDULE: (Subject to workload at time of order.)

Material delivery and installation as mutually agreed after CST Covers has reviewed the customer's proposed CPM schedule for the project. (Note: Delivery is contingent upon availability of materials at the time of order)

CST will provide a tentative completion date of August 6, 2021 with the following condition and clarifications:

- CST will have to receive and execute a purchase order no later than May 10, 2021.
- CST tentative completion date is based on current inventory of raw material extrusions. Inventory is subject to change and completion may be impacted by other orders received and executed prior to this order. Current lead time for batten extrusion is 12 weeks.

M. WARRANTY

CST guarantees the material and installation for the replacement parts per "CST Industries Limited Warranty" included with this proposal.

CST's inability to install per the original design due to non-replaced material that is inconsistent with the original design cannot be covered under warranty nor can fit up be guaranteed. If this occurs, CST will provide documentation and request guidance while on site.

Respectfully Submitted,

Heath Dykes, PMP
Project Manager

713-351-3786 direct
816-787-3611 mobile
hdykes@cstindustries.com
www.cstcovers.com

CST Industries

Terms and Conditions of Sale for CST Industries Product Lines

1. **Offer and Price Increases**. This offer shall constitute an offer to sell goods described herein by CST Industries (Seller). This offer shall be construed as inviting acceptance by Buyer in any reasonable manner. If Seller's steel or other material supplier increases its prices materially to Seller prior to delivery of goods, Seller may increase selling price of the goods by an amount equal to the percentage increase in the cost of Seller's steel or other materials from date of Buyer's acceptance of Seller's offer and the effective date of steel or other material increase to Seller. Seller shall give Buyer 30 days written notice of any such increase; and, unless Buyer shall within such period notify Seller in writing that it is unwilling to accept any such increase, the increased price shall be paid on all goods shipped after such 30-day period. If Buyer shall notify Seller in writing of its dissent, Seller shall have the right to cancel this Offer by giving to Buyer written notice within ten days after receipt by Seller of Buyer's notice. Stenographic and clerical errors are subject to correction by Seller.

2. **Acceptance**. The terms and conditions of this Offer shall apply and become a part of the contract between Seller and Buyer unless specifically changed in writing and signed by an executive officer of Seller. The terms and conditions of this Offer shall in all cases, without exception, control and take precedence over any terms and conditions in Buyer's acceptance. Buyer's acceptance of this Offer shall be prima facie evidence of acceptance by Buyer of Seller's terms and conditions as controlling. Any conflicting terms and conditions in any purchase order, acknowledgement or other document utilized by Buyer in this transaction, are expressly rejected by Seller.

3. **Delivery**. Unless otherwise stated on the face hereof, the price and delivery of all goods, are FOB Seller's factory. Title to the goods shall pass to Buyer when the goods are duly delivered to Carrier at Seller's factory, except where Buyer requests a delay in shipment, in which case the title shall pass to the Buyer when the goods are ready for shipment. If Buyer requests a delay in shipment, then Buyer shall pay Seller's standard storage charges for the period from the scheduled shipment date to the actual date of shipment. Such storage charges shall include insurance coverage for the buyer's stored product.

4. **Risk or Loss**. The risk of loss to the goods shall pass to Buyer when the goods are duly delivered to the Carrier at Seller's factory, except where the Buyer requests a delay in shipment as described above. The processing of freight claims or loss claims is the responsibility of Buyer.

5. **Seller's Limited Warranty.** Refer to the attached Limited Warranty (Tanks and Covers), Document # 283970-000.

6. **Method of Shipment and Freight Charges**. Orders specifically including freight or other transportation charges are based on rates in effect on date of acceptance of this Offer and on the routing of shipment arranged by Seller. Seller will ship goods in accordance with Buyer's routing whenever such routing will not result in an increase in freight or other transportation charges. In the event of such increases, the payment of any additional freight or other transportation charges is guaranteed by Buyer to Seller's satisfaction. The goods shall be packaged for shipment at the lowest acceptable rate by common or other carrier, or any other method deemed necessary or advisable by Seller. Marking shall be in accordance with ordinary commercial practice at place of shipment, unless otherwise designated by Buyer and accepted by Seller.

7. **Force Majeure**. Shipping and delivery dates are approximate and are based upon Seller's ability to obtain all necessary labor, materials and parts and, where applicable, the receipt of all necessary information, plans or specifications from Buyer. Seller shall not be liable for damages resulting from any delay or failure to deliver the goods, or otherwise perform under this Offer, due to circumstances beyond its control and not occasioned by its fault or negligence, including but not being limited to, any act of government, inability to obtain materials, failure of vendors, strikes, labor disputes, civil commotion, acts of God, or other occurrences rendering Seller's performance commercially impracticable, regardless of whether such occurrences are foreseeable. In the event of a production shortage, Seller shall have the right to allocate its available goods among its customers in such a manner as Seller shall desire.

8. **Invoice & Hold**. Due to the custom nature of Seller's products and equipment, the Buyer accepts title on the later of when the units are completed or the promised ship date. Buyer will be invoiced immediately and accept responsibility for payment and any applicable storage fees.

   Storage Fees – Two (2) weeks "grace period" from agreed upon promised ship date – no charge. A charge of $250/tank/week for bolted tanks will be assessed for weeks 3-8. A charge of $750/tank/week for welded tanks will be assessed for weeks 3-8. The maximum storage period is eight (8) weeks. Arrangements must be made for shipments so that the maximum storage period is not exceeded.

9. **Terms of Payment.** Subject to satisfactory credit approval, as set forth in paragraph 11, the following terms apply:

   Negotiated Payment Terms
   * 40% - Material Delivery
   * 25% - Complete Installation Cover #1
   * 25% - Complete Installation Cover #2
   * 10% - Final Acceptance

   Note: Freight invoices are due upon receipt of invoice. A late charge of 1.5% per month will be charged on invoices not paid at maturity.

INTERNATIONAL SALES

Payment - 100% Irrevocable Letter of Credit confirmed by a major U.S. bank, payable at sight upon presentation of clean on-board Bill of Lading (ocean or air) and other shipping documents as required.

10. **Credit Approval**. This Offer is subject to (a) execution by Buyer of such additional contract documents, security agreements, notes or other instruments as Seller shall deem necessary or desirable and (b) Seller's review and acceptance of the financial condition of Buyer. If the financial condition of Buyer at any time does not in the sole judgment of Seller, justify continuance of shipment under the terms of this Offer, Seller reserves the right to ship under reservation, or to require full payment before shipment, delivery or erection. Additionally, Seller may at its discretion file such notices for financial protection under the lien or bond statutes of each state.

11. **Duty Drawback.** The manufacturer reserves all drawback rights for materials it produces and sells to Buyer. If Buyer exports the product which Seller manufactures, it is agreed that evidence of exportation shall be supplied to Seller to facilitate its claim of drawback upon request and without charge to Seller.

12. **Security Interest.** To secure payment for goods, Buyer grants to Seller a security interest in the goods and agrees that Seller shall have the rights and remedies of a secured party under the Uniform Commercial Code. Buyer designates Seller as its attorney-in-fact to execute any financing statements on behalf of Buyer necessary to perfect such security interest.

13. **Taxes.** Seller's prices do not include sales, excise or similar taxes levied by government authority, either foreign or domestic. Consequently, in addition to the prices specified herein, the amount of any present or future sales, use, excise or other similar tax applicable to this transaction, shall be paid by Buyer as part of this sale, or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate acceptable to taxing authorities of the Shipped-To state. On any material picked up by Buyer at the plant, the tax jurisdiction of the FOB state is applicable.

14. **Additional Work and Inspection.** No extra labor, materials or parts will be furnished under this Offer, unless it has been ordered by Buyer on Seller's sales order form, and the prices and terms of sales are approved by Seller. Seller may at its option subcontract labor, material and parts required by this Offer without Buyer's consent. The goods shall be, at Seller's option, subject to inspection and testing during manufacture. Any inspection by Buyer shall be made prior to shipment at Seller's factory or point of shipment. Unless otherwise agreed to, Seller shall not be responsible for unpacking, storage, field assembly of goods, or construction of foundations. Furthermore, Seller shall not be responsible for the choice of use or linings, sealants, and gasket materials not sold hereunder; or the installation, attachment, or connection of piping, conveying and ventilating equipment, or other attachment of accessories or components not sold hereunder.

15. **Infringement.** Seller, at is own expense, shall defend the Buyer against any claims which may be instituted against the Buyer alleging infringement of United States Patents relating to the subject matter of the accompanying sales proposal, provided the Buyer gives Seller immediate notice in writing of any such alleged patent infringement claim and permits Seller, through its own counsel, to defend such claim. In such cases, Buyer shall furnish Seller with all needed information and assistance. The obligations of Seller hereunder shall not extend to any infringement claims arising as a result of the use of the equipment as part of any combination of other devices, machinery or parts.

16. **Cancellation, etc.** Buyer's cancellation of any order is required to be in writing, and Buyer is subject to pay a cancellation fee equal to 25% of the total purchase price plus all non-recoverable costs and expenses.

17. **Law.** The rights and obligations of the parties shall be governed by the domestic laws of the State of Kansas without regard to its conflict of law rules or the United Nations Convention for the International Sale of Goods.

18. **Arbitration**. Any dispute, controversy or claim arising under this agreement shall be settled by arbitration in Kansas City, Kansas, pursuant to the American Arbitration Association rules.

19. **Entire Agreement**. This Offer contains the entire agreement between Seller and Buyer, and no modification of this Offer shall be binding upon Seller unless evidenced by an agreement in writing signed by an executive officer of Seller after the date hereof. No oral or written statements by Seller's sales representatives, or other agents, made after the date hereof shall modify or vary the express terms hereof unless evidenced by an agreement in writing signed by an executive officer of Seller after the date hereof. To the extent any advertising or promotional material of Seller contradicts or disagrees with the terms hereof, Seller and Buyer agree that the terms hereof shall control and that such advertising and/or promotional materials are not part of the agreement between Seller and Buyer.

20. **Confidentiality of Proposal.** All terms and conditions of this Offer shall be held in strict confidentiality by the Buyer and shall not be divulged by the Buyer to any other person or entity without the express prior written approval of Seller.

LIMITED WARRANTY
(Tanks & Covers)

All of the following provisions on this page constitute CST Industries, Inc.'s LIMITED WARRANTY for its products, all of which are part of the terms and conditions of sale.

LIMITED WARRANTY: CST warrants to the original buyer that our products will be free from defects in material and workmanship under normal conditions and use for a period of 12 months from the date of installation or 14 months from the date of shipment, whichever is earlier. This warranty may not be transferred or assigned to any other person or entity other than the original owner of the Project if different from the Buyer. This warranty does not contemplate any future performance by us. This Warranty is contingent upon and will be invalidated by our failure to receive full and timely payment of all invoices relating to the Project.

EXCLUSIONS: This Warranty does not cover products or materials that are not manufactured or sold by us. This warranty does not cover products that have been altered or repaired by anyone other than us without our written consent.
This Warranty excludes damage to or the failure of our products or systems as a result of:

1. Material defects or failures of products not manufactured by us;
2. Fire, flood, high winds, earthquake, lightning strikes, or other catastrophic events or other Acts of God;
3. Vandalism, physical abuse, misuse, neglect, accident, or other physical damage to the products or systems;
4. Exposure to chemicals or other substances, materials, or temperatures that are not anticipated;
5. Physical damage to the integrity of the products including but not limited to, penetrations, crushing, breaking, or other destruction;
6. Any change in use of the products or the project not expressly acknowledged and agreed to by us, including without limitation, the storage of materials with different composition, maximum bulk densities or flow characteristics, or a change in the process;
7. Structural design and operating performance issues, problems or consequences attributable in whole or in part to the correctness of design and operating parameters provided by Buyer or the correctness of interfacing work, material or services provided by Buyer (such as foundations or attached process or control equipment); and
8. Any failure to handle, store, transport, install, maintain, or operate our products in accordance with our instructions, applicable building codes, and standard industry practices. This includes, but is not limited to, proper operation and maintenance, filling and emptying. Ventilation and pressure/vacuum relief devices must be maintained by Buyer to assure that design pressures and vacuums are not exceeded. Grouting, if required, must be installed and properly maintained by Buyer. Tanks, covers, lining/coatings, cover structure or sheeting/panels, sealers and gaskets, etc. must be maintained by Buyer as necessary to protect against damage, wear and corrosion. Buyer must perform tank and cover inspections in accordance with Seller's guidelines and provide written inspection reports to Seller within two (2) months of each required maintenance period. All evidence of tank, cover, or tank lining damage, both internal and external, is to be repaired by Buyer using repair methods specified by Seller.

REMEDY: Your sole and exclusive remedy is limited to our providing you a replacement product or part, repairing the defective product or part, or paying you the prorated value of the defective product or part, at our sole discretion. We will not pay for the labor or other costs to remove or replace the defective product or part, including labor or other costs to remove the contents and/or clean a structure or obtain access to the defective product or part, or freight for shipment of the defective product or part. There may be certain circumstances where we will elect to repair the condition rather than provide you a replacement product or part, as an alternative remedy. In addition, there may be other circumstances that we elect to pay you the prorated value of the defective product or part based on the time remaining on the warranty, as an alternative remedy. This Warranty shall not have failed its essential purpose as long as we are willing to provide comparable replacement product or part or elect one of the alternative remedies.

LIMITATION OF LIABILITY: THE WARRANTY DESCRIBED ABOVE IS THE ONLY WARRANTY MADE BY US AND SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. WE SHALL NOT BE LIABLE FOR ANY OTHER DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LOSS OF REVENUES OR PROFITS, LOST SALES, LOSS OF CONTENTS, LOSS OF USE, ANY INABILITY OF BUYER TO PROVIDE PRODUCT OR SERVICES TO A CUSTOMER, INJURY TO PERSON OR PROPERTY (INCLUDING DAMAGE TO THE BUILDING OR ITS CONTENTS AS A RESULT OF FIRE, EXPLOSION OR OTHERWISE), ENVIRONMENTAL INJURIES, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE. THE TOTAL LIABILITY OF SELLER TO BUYER IN CONTRACT, TORT (INCLUDING FAULT, NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE RESULTING FROM OR ARISING OUT OF ANY CAUSE WHATSOEVER IN CONNECTION WITH THIS SALE SHALL UNDER NO CIRCUMSTANCES EXCEED THE EX-WORKS MATERIAL AMOUNTS ACTUALLY PAID TO US. This limitation of liability shall apply to any claim against us to the fullest extent permitted by law, including without limitation any claim of breach of contract, negligence, misrepresentation, nondisclosure, breach of any duty of good faith and fair dealing, violation of any consumer protection statute, or any tort claims.

CLAIM PROCESS: To make a claim under this Warranty you must follow the claims process set forth in the Warranty Online service, which is available at www.partsonline.cstindustries.com. CST must be notified of all warrantable conditions within ninety (90) days of discovery. For reimbursement, all claims must be filed within forty-five (45) days after you discover the problem. Any action brought by you arising out of or in connection with breach of this Limited Warranty shall be commenced within ninety (90) days after the expiration of Warranty. Once a claim has been made, we have the right to perform an on-site inspection of our products.

Legislation Details (With Text)

File #:	21-273	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	3/30/2021			**In control:**	City Council
On agenda:	4/27/2021			**Final action:**	
Title:	Council approval to apply as necessary for two types of grants through the Florida Fish and Wildlife Conservation Commission for the removal of eligible derelict vessels. Authorize the City Manager to administer the grant process. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	dv-grant-application.pdf dv-grant-guidelines.pdf NWC Boat Removal - Internal Application (Corrected).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 30, 2021
Agenda Date: April 27, 2021
Prepared By: Frank Mirabito, Project Manager
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Council approval to apply as necessary for two types of grants through the Florida Fish and Wildlife Conservation Commission for the removal of eligible derelict vessels. Authorize the City Manager to administer the grant process.

BACKGROUND:

The City of Cocoa has become a popular destination for the boating public and more particularly Historic Cocoa Village. This has unfortunately resulted in the abandonment of vessels presenting hazards to navigation and localized pollution. In November of 2019, the Florida Fish and Wildlife Conservation Commission issued updated guidelines for local municipalities to apply for grants to remove derelict vessels from State waters.

The first type of grant is for bulk vessel removal and is the most common situation involving the removal of derelict vessels. The second type of grant is the rapid removal grant which provides for a more urgent request to remove derelict vessels that are in danger of imminent sinking, breaking apart, or is a critical danger to public safety. If approved, the City may be eligible for reimbursement in the event the City performs a future removal through a qualified contractor. City staff is seeking a pro-active approval of grant application as it can be unpredictable when a vessel may become derelict and a removal may need to take place timely.

Only vessels that have satisfied the state defined legal process shall be eligible for removal and reimbursement under the grant conditions. These grants will reimburse the City of Cocoa for 100% of the funding required to remove derelict vessels.

STRATEGIC PLAN CONNECTION:

Removing derelict vessels will provide boaters with safer navigation in the City of Cocoa and remove pollutants from the Indian River Lagoon.

BUDGETARY IMPACT:

In the event a removal is necessary, the City will expend funds for the removal and seek reimbursement through the eligible grant program.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Council approval to apply as necessary for two types of grants through the Florida Fish and Wildlife Conservation Commission for the removal of eligible derelict vessels. Authorize the City Manager to administer the grant process.

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FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

Derelict Vessel Removal Grant Application

FOR OFFICE USE ONLY

Derelict Vessel Removal Grant Application Number:	Date Received:

I. APPLICANT INFORMATION			
Applicant:			
a) Federal Employer ID No.:			
b) Project Manager Name:		c) Project Manager Title:	
d) Mailing Address			
e) City/State/ZIP			
f) Shipping Address			
g) City/State ZIP			
h) Telephone			
i) FAX			
j) Email			
k) District Numbers:			
l) State House			
m) State Senate			

II. PROJECT SUMMARY	
a) Project Title	
b) Project Goal(s):	
c) Project Cost (Total):	

d) Grant Amount Requested:	
e) Project Type(s): ☐ Bulk Derelict Vessel Grant (See Section V of guidelines for eligibility and restrictions. ☐ Rapid Removal Derelict Vessel Grant (See Section VI of guidelines for eligibility and restrictions).	

Brief Project Summary (including the total number of derelict vessels that you are requesting be removed as part of this project). (Note that a detailed Project Summary/Scope of Work is required as an attachment to this application.

III. JUSTIFICATION FOR RAPID REMOVAL GRANT REQUEST VS. BULK DERELICT VESSEL GRANT REQUEST

Describe how the vessel to be removed meets the rapid removal criteria listed in Section VI of the Derelict Vessel Removal Grant guidelines using specific conditions which demonstrate it is in danger of imminent sinking, breaking apart, or is a critical danger to public safety or the environment.

IV. PROJECTED OUTCOMES

a. How many total derelict vessels are there in the project's jurisdiction? What percentage of the total derelict vessels located within the project's jurisdiction will be removed by this project? (Limited to those listed in the Statewide Derelict Vessel Database).

b. Describe the system to be used in demonstrating complete removal and destruction of the removed vessel(s). Include the procedure to verify contractor's completeness in removal of the vessel(s).

V. BUDGET

Has a detailed cost estimate/proposal been developed for this derelict vessel removal project? If yes, attach a copy of application.

☐ YES ☐ NO

VI. OTHER SOURCE OF FUNDS (STATUS)

a.	☐ Federal	☐ State/Local	☐ Loan	Agency:
b.	Grant Name:			Amount:
c.	Approval Status:	☐ Approved	☐ Pending	Intend to Apply, Date:

VII. LAW ENFORCEMENT CASE DATE

(Include a line for each derelict vessel that you are requesting be removed as a part of this project)

	AGENCY	AGENCY CASE NUMBER	VESSEL REGISTRATION	VESSEL MAKE	VESSEL LENGTH	VESSEL REMOVAL QUOTE
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
					TOTAL	

VIII. APPLICATION ATTACHMENTS CHECKLIST

For mailed applications, include a copy on electronic media with paper copy or you may email entire application to: DVGrant@MyFWC.com

Inc.	Required Attachments
☐	a. Cover Letter: A brief letter explaining overview of project and responsible parties involved.
☐	b. Application: One (1) application with original signature from authorized individual.
☐	c. Project Proposal: a detailed description of the project as described in the application instructions.
☐	d. Delegation of Authority: Formal documentation to show that the person signing the application has the authority to apply for, administer and commit the governing body or not-for-profit organization to the grant project on behalf of the applicant.
☐	e. Detailed Cost Estimate: Cost estimate in the form of a formal bid, written quote from proposed vendor or a detailed cost estimate for the project elements. One (1) tabbed section for each vessel removal requested to include the Derelict Vessel Data Sheet (Attachment "A).

APPLICANT SIGNATURE

Application is hereby made for the activities described herein. I certify that I am familiar with the information contained in the application, and to the best of my knowledge and belief, this information is true, complete, and accurate. I further certify that I possess the authority (see grant guidelines Section IV, 4.4) to sign on behalf of the Applicant and that the Applicant has the ability to undertake the proposed activities in compliance with the FWC Derelict Vessel Removal Grant Program Guidelines.

I also certify that the applicant's governing body is aware of and has authorized the project manager as the official representative of the applicant to act in connection with this application and subsequent project, as well as to provide additional information as may be required. By my signature below, the applicant agrees to comply with all applicable federal, state, and local laws in conjunction with this proposal and the resulting project if approved.

Print/Type Name: _____ Title: _____

Signature: _____ Date: _____

STATE OF FLORIDA, COUNTY OF SELECT ONE

_____ personally, appeared before me this _____ day of _____

20___ who subscribed and swore to the above instrument in my presence.

Notary Public Name: _____ My commission expires: _____

NOTE: Instruction and further information regarding this application and the FWC Derelict Vessel Removal Grant Program can be found in the Program's Guidelines document or by contacting the Program Administrator at: Florida Fish and Wildlife Conservation Commission, Boating and Waterways Section, Derelict Vessel Program, 620 South Meridian Street, Tallahassee, FL 32399-1600 or call (850) 488-5600

Attachment A

(Submit one (1) sheet for each vessel requested in grant application)

Derelict Vessel Data Sheet

Law Enforcement Case Number:	
County of Vessel's Location:	SELECT ONE
Has the vessel's owner or responsible party been charged with a violation of either Section 823.11, F.S. or Section 376.15, F.S.?	SELECT ONE
If the vessel's owner or responsible party has not been charged with a violation of Section 823.11, F.S. or section 376.15, F.S., did law enforcement request that the State Attorney file charges directly?	SELECT ONE
Describe the vessel's location: (example: Vessel is in shallow water within mangroves at boat ramp.	
Vessel Coordinates: (Degrees-Decimal Minutes)	(N) (W)
Has law enforcement officer issued a Letter of Removal Authorization:	SELECT ONE
Vessel Color:	
Vessel Length:	
Vessel Registration:	
Investigating Agency:	
Photo of Vessel: (include photos as attachment in this tab)	SELECT ONE
Select Removal Type:	SELECT ONE
Are there pollutants on the vessel requiring removal?	SELECT ONE
Is the vessel located in or above seagrass or coral?	SELECT ONE
Vessel Removal Cost (Include contractors written quote for the vessel)	
Contractor's Name:	
Contractor's Address:	
Contractor's Phone	

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

Derelict Vessel Removal Grant Program

Instructions for completing the FWC Derelict Vessel Removal Grant Application

GENERAL INSTRUCTIONS

PLEASE READ THE DERELICT VESSEL REMOVAL GRANT PROGRAM GUIDELINES BEFORE PROCEEDING TO THE APPLICATION

- Submit one (1) original of the application with attachments.
- Application may be mailed or emailed to FWC for submissions.
- Staple application in upper left-hand corner, or clip with one binder clip. **Do not place in a spiral binder, three-ring binder, or report cover.**
- Place a tabbed divider between each attachment. Each vessel within the overall project will be a separate section of the application. A Separate removal quote must be given for each vessel in the project. A single quote for all vessels will not be acceptable. The total project cost must be given in the application.
- Make all photocopies of attachments on 8 1/2" x 11" paper.

I. APPLICANT INFORMATION	
a. Applicant:	Enter the name of the governmental entity applying for the grant.
b. Federal Employer ID. No.:	Enter the applicant's Federal Employer Identification (FEID) Number. Payment will be sent to the address associated with this FEID number.
c. Project Manager Name: Title:	Enter the name and title of the person in charge of the project. All correspondence will be sent to this person.
d. Mailing Address:	Enter the mailing address for the Project Manager. All correspondence will be sent to this address.
e. Shipping Address:	Enter the physical address for the Project Manager (no post office boxes) for delivery of overnight mail.
f. Telephone No. Fax No.: Email:	Enter the telephone number, fax number, and email address where the Project Manager may be contacted during regular business hours.
g. District Numbers:	Enter the District numbers for the State House and State Senate.
II. PROJECT SUMMARY	
a. Project Title:	Enter total project monetary cost, including only the eligible project elements for grant funding. Enter the total funds requested from this program.
b. Project Goal(s)	Provide a description of the intended goal(s) of the project in relation to removing derelict vessels from waters of the state to enhance the environment and boater safety.
c. Project Cost:	Enter total project monetary cost, including only eligible project elements for grant funding. Enter the total funds requested from this program.

d. Project Type(s):	Indicate by checking the appropriate box whether this is a Bulk Derelict Vessel Removal Grant application or a Rapid Removal Derelict Vessel Grant Application.
e. Scope of Work/Detailed Project Summary:	Enter project monetary cost, including only the eligible project elements for grant funding. Enter the total funds requested from this program.
III. RAPID REMOVAL PROJECT JUSTIFICATION	
Briefly describe why this project is urgent such that it should not be evaluated and funded under the Bulk Derelict Vessel Removal process. Specifically explain how the vessel is in danger of imminent sinking or breaking apart or is a critical danger to public safety or the environment, such that the vessel should be considered for rapid removal.	
IV. PROJECT OUTCOMES	
a. List the number of total derelict vessels that exist in the project's jurisdiction. List percentage of total active derelict vessels that will be removed by completion of this project. (Use the Statewide Derelict Vessel Database as source of total numbers)	
b. Explain procedures to be used to gauge the effectiveness of the project in order to evaluate contractor's completeness of removal and post environmental damage assessment.	
V. BUDGET	
a. Has a detailed cost estimate been developed for this project?	Indicate whether a preliminary or final cost estimate has been developed. If yes, attach a copy of the estimate to the application.
VI. OTHER SOURCE OF FUNDS (Partnerships)	
a. Funding Source:	Check source of funds: Federal grant, State/Local grant or loan.
b. Grant Name:	Enter name of grant program.
c. Approval Status:	Enter status of grant/loan application. If "Intending to Apply," enter date of application deadline.
VII. Law Enforcement case date (Include a lien for each derelict vessel that you are requesting be removed as part of this project.	
a. Agency:	Enter the name of the governmental agency that conducted the derelict vessel investigation.
b. Agency Case Number:	Enter the investigating agency's case number pertaining to this vessel's law enforcement investigation.
c. Vessel Registration:	Enter the vessel registration number if one exists.
d. Vessel Make;	Enter the make of the derelict vessel, if known.
e. Vessel Length:	Enter the length of the derelict vessel, if known.
f. Vessel Removal Quote:	Enter the removal cost estimate for this specific vessel. **(Each vessel must have its own removal cost estimate)**
VII. APPLICATION ATTACHMENTS	
Please place a tabbed divider between each attachment. Submit one (1) original (with original signature) by paper copy via mail, or email the entire application and supporting documentation to DVGrant@MyFWC.com Completed applications should include: cover letter, application form, delegation of authority, project proposal, contractor quotes, and required attachments as referenced in the Derelict Vessel Grant guidelines.	

Florida Fish and Wildlife Conservation Commission

MyFWC.com

Division of Law Enforcement

Boating and Waterways Section

FWC Derelict Vessel Removal Grant Program

620 South Meridian Street
Tallahassee, FL 32399-1600

Tel: (850) 488-5600
Fax: (850) 488-9284
E-mail: DVgrant@MyFWC.com

FWC Derelict Vessel Removal Grant Program Guidelines

Effective November 2019

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SECTION I PROGRAM DESCRIPTION AND PURPOSE

1.1 Purpose

The Florida Fish and Wildlife Conservation Commission (FWC), pursuant to sections 206.606 and 376.15, F.S., hereby establishes this program to provide grants to local governments and other political subdivisions of the state for reimbursement for the removal of derelict vessels from the public waters of the state.

1.2 Source of Funds

In the event monies are appropriated by the Legislature, and/or if other funding is available for the Derelict Vessel Removal Grant Program for a given fiscal year, FWC shall announce the availability of funding and the application submission period in the *Florida Administrative Register* and on the web at MyFWC.com/DVGrant.

Both the bulk derelict vessel removal and the rapid removal grant opportunities described herein will operate simultaneously during the funding cycle until the end of the posted application period or until available funding is exhausted, whichever occurs first.

SECTION II DEFINITIONS

2.1 Definitions

As used herein, the term:

AGREEMENT: means the written document under which the grantee and FWC mutually agree to carry out respective responsibilities to accomplish the removal of derelict vessels from the waters of the state.

APPLICANT: means an eligible participant that applies to FWC for program funds.

APPLICATION: means a formal request for program funds by an applicant on the form approved by FWC, submitted with all required documentation.

GRANTEE: means an applicant whose application has been selected and approved for a funding award and who is the party responsible for completing the project and reporting project completion to FWC.

DATABASE: means the Statewide Derelict Vessel Database.

DERELICT VESSEL: means a vessel, as defined in section 327.02, F.S., that is left, stored, or abandoned:

1. In a wrecked, junked, or substantially dismantled condition upon any public waters of this state.
2. At a port in this state without the consent of the agency having jurisdiction thereof.
3. Docked, grounded, or beached upon the property of another without the consent of the owner.

FWC: means the Florida Fish and Wildlife Conservation Commission.

PROGRAM ADMINISTRATOR: means the FWC staff member designated by the Director, Division of Law Enforcement (or designee), to manage the FWC Derelict Vessel Removal Grant Program.

PROGRAM FUNDS: means funding available for the FWC Derelict Vessel Removal Grant Program as appropriated by the Florida Legislature or any other available funding directed toward the program.

PROJECT: means a proposal that is approved and funded by the state, undertaken for the purpose of removing derelict vessels from the public waters of the state.

PROJECT COMPLETION: means removal of all derelict vessels identified in the Agreement by the grantee, timely submission of all receipts, reports and images required as proof of such removals, and the closeout of the derelict vessel case in FWC's Derelict Vessel Database, indicating that the project is completed in accordance with the Agreement.

SECTION III ELIGIBILITY

3.1 Eligible Participants

Eligible participants shall include state, county and municipal governments of the state of Florida, Florida water management districts and inland navigation special taxing districts. Non-Governmental Organizations (NGOs) will be required to operate under an agreement with a county or municipality. Grant funds under this program will not be directly awarded to NGOs or private citizens. Applicants who have at least one derelict vessel in their jurisdiction are eligible to apply for grant funding under this program.

3.2 Eligible Uses of Program Funds

Derelict vessel removal grants shall only be used for the costs of removal and disposal of derelict vessels.

Applicant administrative costs will not be paid from grant funds.

Pursuant to section 705.101(3), Florida Statutes, all derelict vessels are also abandoned property. In section 376.15, Florida Statutes, the Florida Legislature has made clear its intent that recipients of grant funding under this program demonstrate commitment to maintain waters free of abandoned and derelict vessels and to seek legal action against those who abandon vessels in the waters of the State. This commitment can be demonstrated by Applicants investing time and resources into thoroughly completing a law enforcement investigation and thoroughly documenting that investigation in the database. Derelict vessels without updated cases in the database will be considered ineligible to receive removal funding from this program. Specific details of what must be included in the database for a vessel to be eligible for removal grant funding under this program are provided herein.

In order to be eligible for removal, vessels included in an application must have been the subject of an investigation completed by a law enforcement officer which met all Constitutional due process requirements. This includes requirements that the owner or responsible party had the opportunity to appear before a criminal court to dispute the vessel's derelict condition and/or the owner or responsible party was notified the vessel was derelict and was offered the opportunity for an appropriate alternative hearing to dispute the determination that the vessel was derelict.

In keeping with the statutory expectation that applicants demonstrate commitment to seek legal action against those who abandon vessels in the waters of the State, for each vessel included on an Application, the Applicant must indicate whether or not the vessel owner or responsible party was charged with a violation of either section 823.11 or section 376.15, Florida Statutes. If the owner or responsible party was not charged, the Applicant must indicate whether a law enforcement officer requested that the State Attorney file charges directly against the owner or responsible party. In order for a vessel to be eligible for removal grant funding under this program, the vessel owner or responsible party must have either been charged with a violation of section 823.11 or section 376.15, Florida Statutes, or a law enforcement officer must have requested that the State Attorney file charges directly and the State Attorney must have declined to do so. The only exception shall be when by diligent search and inquiry law enforcement was unable to identify an owner or responsible party or the responsible party was unable to be located. A diligent search and inquiry shall include, at a minimum, a thorough canvassing of the area where the vessel is located, checking with local police departments and Sheriff's offices, and thoroughly searching for title and registration on any identified registration, documentation, hull identification or engine serial numbers. These identification efforts must be thoroughly documented in the Database.

3.3 Ineligible Uses of Program Funds:

Program funds will only be awarded for projects that are directly associated with the removal and destruction of a derelict vessel from the waters of the state. Costs listed below are some examples of those not eligible for reimbursement under this program:

- The salaries of any government agency personnel involved with the removal projects.

- Costs not related to the actual removal and destruction of a derelict vessel.
- Costs for legal fees.
- The purchase of equipment of any kind.
- Vessel storage costs.

SECTION IV GENERAL INSTRUCTIONS FOR ALL DERELICT VESSEL GRANT APPLICATIONS

4.1 Submission Address

Applications must be delivered on or before the last day of the announced submission period, no later than the close of business, to the following address:

Florida Fish and Wildlife Conservation Commission
Division of Law Enforcement
Boating and Waterways Section
Attn: Derelict Vessel Removal Program OR DVGrant@MyFWC.com
620 South Meridian Street, Room 235
Tallahassee, Florida 32399-1600

4.2 Application Form and Instructions

Applicants must submit applications on FWC's Derelict Vessel Removal Grant Application form (FWC/DERELICT VESSEL-APP (July 2019)). The application form and instructions may be obtained from FWC's Web site at MyFWC.com/DVGrant.

Instructions provided with the application form include information about how to complete each section and the correct format for submission in order for the application to be considered complete. The applicant shall submit the application and all attachments as paper copy or may email the application and all attachments to DVGrant@MyFWC.com.

4.3 Cover Letter

Applications are to be submitted with a cover letter addressed to the FWC Derelict Vessel Removal Grant Program administrator. The cover letter should request consideration of the project and include the total amount requested.

4.4 Authorization to Apply

Applications must include documentation of formal authorization by the appropriate governing body that the individual signing the application form has the authority to apply for and administer the grant on behalf of the governing body.

4.5 Application Number

All grant applications will be assigned an application number by FWC staff once the Application is received. Applicants will use this grant application number for all future correspondence regarding the application and/or project.

4.6 Incomplete Applications

Applications must include, at a minimum, the required attachments as indicated in the application attachments checklist section of the application form. Applications will be reviewed for completeness, eligibility as explained in these guidelines, and compliance with all applicable laws. The applicant will be notified by email if any portion of the application is considered by FWC to be incomplete or if the application is ineligible. The applicant will be given an opportunity within ten **(10)** calendar days from receipt of the email to provide FWC with any necessary information or documentation to complete the application package or document eligibility. Failure to provide the requested information or documentation within this time period will result in the application being rejected.

4.7 Grant Awards Process

Each vessel listed on a grant application will be compared against the Statewide Derelict Vessel Database for accuracy and eligibility.

Grant funding shall be awarded on a "first come, first served" basis. No applicant shall be eligible for more than 25 percent of the funding available in a fiscal year during the first half of that year. At the beginning of the third quarter, an applicant who has already received the maximum 25 percent for the first half of the fiscal year may reapply for additional grant funding up to the amount of the remaining funds available in that year.

The costs of removal and destruction of eligible derelict vessels listed on complete and eligible applications shall be funded 100 percent by this grant program.

Rapid Removal Grant requests will be processed as soon as practicable and shall be expedited to the extent possible.

FWC will accept applications on a continuous basis until available funding has been exhausted or the advertised submission period ends, whichever occurs first.

FWC program staff will update the FWC website to notify applicants of remaining available funds at MyFWC.com/DVgrant. Applicants should check the website or contact FWC directly to ensure funds availability before submitting applications.

4.8 Advanced Funds

FWC will not approve a request for any advance in program funds. The grantee must have the financial capability to process invoices and make timely payments to contractors, vendors or other similar payees prior to receiving program funds for reimbursement of project expenses.

4.9 Pre-Award Costs

Costs for environmental reviews or permitting required to begin a project are allowable as pre-award costs **only** if the application clearly identifies the costs as occurring prior to the application being submitted, and a detailed explanation is provided as to why the cost expenditures were necessary prior to the application being submitted and awarded. Removal operations started before agreement execution will not be eligible for reimbursement.

4.10 Payment of Grant Funds

Payment of grant funds to the Applicant shall be by warrant (check) or direct deposit/electronic funds transfer.

SECTION V APPLICATION PROCESS FOR BULK DERELICT VESSEL REMOVAL GRANTS

5.1 Project Type

Unless conditions of eligibility currently exist that would qualify a specific vessel for removal under the Rapid Removal Grant process, the applicant will utilize the Bulk Derelict Vessel Removal Grant process.

5.2 Applications

The applicant will complete the Derelict Vessel Removal Grant Application and mark the checkbox for Bulk Derelict Vessel Grant. This grant opportunity is designed for the Applicant to remove as many derelict vessels within their jurisdiction as possible within a single coordinated project.

All vessels for which grant funding is sought must have been the subject of an investigation completed by a law enforcement officer who has also made all notifications as required by section 705.103(2), F.S. The Applicant must have received a letter of removal authorization from law enforcement indicating that all Constitutional due process requirements were met in the investigation.

Vessels for which the applicant or another law enforcement or governmental entity have not provided due process, as required by the Florida and Federal Constitutions may not be destroyed and disposed of. They may be relocated or removed from the water without destruction or disposal until such time as due process has been provided in accordance with sections 823.11(3), 376.16(3), and 327.44(3), F.S. The applicant will be solely responsible for all costs incurred for relocation and removal of derelict vessels for which the owner has not received due process. These costs do not qualify for grant funding under this program.

SECTION VI APPLICATION PROCESS FOR RAPID REMOVAL DERELICT VESSEL GRANTS

6.1 Rapid Removal General Process and Criteria for Eligibility

This process is designed for those vessels that have an urgent need for immediate removal. When a derelict vessel is in danger of imminent sinking or breaking apart or is a critical danger to public safety or the environment and these facts can be verified by the investigating officer, it will be eligible for rapid removal.

In addition to meeting all eligibility criteria in section III above, the requirements of this section will apply to a Rapid Removal Grant application.

The FWC program administrator and staff will review the application and, if the burden has been met to show just cause for rapid removal, the award will be issued as soon as practicable based on available funding. FWC program staff will notify the applicant by phone and email whether the project has been awarded. If awarded, FWC will initiate a purchase order to be issued to the grantee for the amount of the vessel removal. As soon as FWC receives proof of project completion, payment will be approved for disbursal to the grantee.

The applicant will complete the Derelict Vessel Removal Grant Application and mark the check box for Rapid Removal Derelict Vessel Grant. The applicant must articulate in their application the justification for elevation to the Rapid Removal Program.

Multiple vessels may be applied for under a single rapid removal grant application as long as they all meet the rapid removal criteria.

6.2 Rapid Removal Timeline:

If a vessel is qualified for rapid removal and the applicant is otherwise eligible, a purchase order will be requested by FWC staff for the project (funds permitting). Once a purchase order has been approved by FWC program staff, the grantee will be emailed permission to begin the work immediately.

A vessel may qualify for rapid removal grant funding even though due process procedures have not yet been provided if it meets all other criteria contained in these Guidelines. Once the applicant is notified of a grant award, the vessel may be immediately removed from the water, but not destroyed. The vessel must be removed from the water without intentionally dismantling or destroying the vessel. The investigating law enforcement officer is responsible for entering the vessel information into the database on/or before the day of application for grant funding. Eligibility for state funding will require an emailed approval by the FWC's Derelict Vessel Program administrator or staff prior to removal of the derelict vessel. Completion of derelict vessel determination and database entries with law enforcement supervisor's approval are required before payment for removal is made.

Once removed from the waters of the state, the vessel must be held in a safe and secure location where the officer can complete the derelict vessel investigation and provide appropriate due process procedures and other required notifications. The grantee will be responsible for storage of the derelict vessel and all related storage costs once on land. After the law enforcement officer

has completed the investigation, provided notifications and an opportunity for due process, the vessel may be destroyed absent a judicial finding that the vessel was not derelict upon the waters of the state.

Once all due process has been provided, law enforcement must provide the grantee a letter indicating that all Constitutional due process requirements were met in the investigation and the vessel may be destroyed and disposed of.

This grant program will cover the costs of removal, transportation to the storage location, transportation to the disposal site, and destruction and disposal only.

SECTION VII GRANT AGREEMENT

7.1 Grant Agreement

Upon approval of a project for funding, the grantee and FWC shall enter into a grant agreement. This grant agreement will describe the responsibilities of both parties and terms and conditions particular to each project, and will require compliance with applicable statutes, rules, and policies. Unless otherwise specified herein or in the Agreement, a project may not commence until the grant agreement is fully executed by all parties.

If it is necessary that the project begin before the Agreement is executed, the grantee must submit a request in writing that includes a detailed justification explaining why it was necessary. If approved, FWC will include a provision in the Agreement authorizing pre-agreement costs only for environmental reviews or permitting. These costs **will not** be reimbursed unless specifically requested by the grantee and approved by FWC. No other pre-agreement costs will be approved except as provided herein.

7.2 Execution of Agreement

Upon receipt of the Agreement from FWC, the grantee must sign the agreement and return it to FWC prior to the commencement of work. Failure to execute the Agreement within thirty **(30)** days will render the grant null and void, unless the grantee requests an extension and provides a detailed justification.

VIII COMPLIANCE REQUIREMENTS

8.1 Statewide Derelict Vessel Database Requirement

Every vessel listed in an application must be entered in the Statewide Derelict Vessel Database. The case must reflect a completed investigation by a sworn law enforcement officer determining the vessel to be derelict.

For each vessel included in a grant application, the case file in the database must include well-articulated investigative notes from the officer supporting the determination of the vessel as derelict. The case file must also include uploaded images of the vessel and the associated conditions supporting the derelict determination. It must also contain a close-up image of the derelict vessel sticker that was placed on the vessel and an image of the vessel with the sticker posted on it. There must be a copy of documentation providing the owner or responsible party with notification of his or her due process rights and providing proof of receipt or delivery to the owner or responsible party. For creation of a database account and training, contact the FWC Boating and Waterways Derelict Vessel Administrator at (850) 488-5600.

8.2 State and Federal Laws, Authorized Disposal Sites, Manatee Protection Plan

Projects must comply with all local, state and federal regulations, including the Manatee Protection Plan; obtain state or federal permits, if necessary; and follow all laws related to procurement for any labor, equipment, materials, facilities, construction and other services related to the project funded. Authorized disposal sites for derelict vessels shall be limited to permitted artificial reef sites, with pre-approval and permitting of a reefing project, and /or a permitted landfill.

8.3 Project Completion Requirement

Failure to complete the project and make final payment request to FWC within the stipulated payment will result in grant termination and possible loss of program funds.

8.4 Timeline and Agreement Changes

The grantee shall inform the FWC Derelict Vessel Program staff of any changes or time delays incurred with the project. If deadlines or other terms of the agreement cannot be met, the grantee must notify FWC immediately and request an amendment to the agreement.

8.5 Federal Law in Hiring Practices

The grantee shall require that qualified project contractors and project staff that are paid using state program funds are hired without regard to race, creed, color, national origin, age, sex, or disability.

8.6 Project Execution Timeline

Work shall begin within sixty **(60)** days of execution of the agreement, unless delay is of no fault of the grantee, or the agreement shall be cancelled.

8.7 Cost Overruns

The grantee shall make every effort to avoid cost overruns on a project. If the total cost of the project exceeds the grant amount, the grantee shall assume liability for all additional costs.

8.8 Agreement Compliance Requirement

A grant agreement will be terminated, and program funds returned to FWC for non-compliance with any of the terms of the agreement or these guidelines, unless the non-compliance is rectified by the grantee.

8.9 Contingency Fees Prohibited

Contingency fees are prohibited. Applicants must agree that they have not, or will not, pay or agree to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the applicant, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of a grant from this Program.

8.10 Employment Verification System

A grantee shall enroll in and use the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification System (http://www.uscis.gov/portal/site/uscis) to verify the employment eligibility of all new employees hired by the grantee during the term of the grant agreement. Additionally, the grantee, in any subcontracts for the performance of work or services pursuant to the grant's scope of work, shall include the requirement that the subcontractor use the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

INTERNAL GRANT APPLICATION FORM

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

DEPARTMENT: Public Works	**DIVISION:** Capital Projects
POINT OF CONTACT: Anthony Hagan	**PROJECT MANAGER:** Frank Mirabito
NAME OF GRANT: FIsh and Wildlife Commission - Derelict Vessel Removal	
CFDA#/CFSA#: N/A	**FUNDING AGENCY:** FWC
AMOUNT REQUESTED: $ To be determined	**GRANT DUE DATE:**

PROJECT DESCRIPTION:

The Florida Fish and Wildlife Commission provides local municipal governments an opportunity, when funding is available, to apply for two types of grants (Bulk Removal and Rapid Removal) related to derelict vessel removal from State Waters.

This is for pre-authorization to apply should the need arise to remove boats from City of Cocoa Waters.

MATCH REQUIRED: Yes **(IF YES, HOW MUCH :) $** 0	**TARGET DATE TO COUNCIL:** 04/27/2021
REIMBURSEMENT GRANT: Yes	**REIMBURSEMENT SCHEDULE:** After Removals Completed

WHAT ARE THE REPORTING REQUIREMENTS?

Police Report per vessel to be removed that determines ownership of the vessel.
For Rapid removal, investigation will be completed while boat is held in storage.

FUTURE REQUIREMENTS TO CONSIDER:

Grant will only be applied for if boat removal is needed.

_____ Department Director

_____ Grants Administrator

_____ Deputy Finance Director

_____ Finance Director

_____ City Manager

Legislation Details (With Text)

File #:	21-301	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	4/12/2021			**In control:**	City Council
On agenda:	4/27/2021			**Final action:**	
Title:	Approve a Resolution Amending the FY 2021 Budget, BAF # 21-068-A, for the Mid-Year, Budget Review and Cleanup, Through the use of Fund Balance Reserves, Contingency and Transfers between Object Classifications, within each Fund. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2021- ADA Compliant.pdf BAF 21-068-A-FN-Mid Year Cleanup (04-27-21) Agenda 21-301.pdf FY21 Budget Adjustment Tracking Sheet .pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 12, 2021
Agenda Date: April 27, 2021
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Approve a Resolution Amending the FY 2021 Budget, BAF # 21-068-A, for the Mid-Year, Budget Review and Cleanup, Through the use of Fund Balance Reserves, Contingency and Transfers between Object Classifications, within each Fund.

BACKGROUND:

After the adopting of the annual budget, circumstances arise which require a comprehensive review of the City's entire budget at the mid-year point. Items such as unbudgeted revenues, additional budget for open Purchase Orders, unexpected accrual payouts due to retirements, project adjustments and miscellaneous expenses do occur.

Attached to this agenda is a Budget Adjustment Tracking Sheet and the Budget Adjustment Form # 21-068-A, with a breakdown of the above-mentioned amendments and transfers **within the FY21 Budget, through the use of Fund Balance Reserves, Contingency, or** transfers within the departments Object Classification lines.

These adjustments effect: General Fund, Law Enforcement Trust, Water/Sewer Fund and the Renewal and Replacement Fund.

Staff requests, City Council approval of the attached Budget Adjustment Form, BAF#21-068-A, for the Mid-Year Review and Budget Cleanup.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

See the Attached Tracking Sheet and BAF#21-068-A, for all of the entries.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a Resolution Amending the FY 2021 Budget, BAF # 21-068-A, for the Mid-Year, Budget Review and Cleanup, Through the use of Fund Balance Reserves, Contingency and Transfers between Object Classifications, within each Fund.

RESOLUTION NO. 2021-039

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

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 27th day of April, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2021 - 21-068-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: FN-1600 | DATE PREPARED: 04/19/21

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 91,453)			General Fund - See tracking sheet	$ 0	$ 0	($ 91,453)	$ 0
($ 176,672)			Water/Sewer Fund - See tracking sheet	$ 0	$ 0	($ 176,672)	$ 0
($ 356,104)			Renewal & Replace Fund- See tracking she	$ 0	$ 0	($ 356,104)	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 624,229)	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 515,594			General Fund - See tracking sheet	$ 0	$ 0	$ 515,594	$ 0
$ 321,216			Water/Sewer Fund - See tracking sheet	$ 0	$ 0	$ 321,216	$ 0
$ 18,260			Law Enforcement Trust - See tracking shee	$ 0	$ 0	$ 18,260	$ 0
$ 356,104			Renewal & Replace Fund - See tracking she	$ 0	$ 0	$ 356,104	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 1,211,174	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

BAF 21-068, Mid Year cleanup - Budget Amendments - See Tracking Sheet Agenda 21-301

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 04/27/21 *RESOLUTION #:*

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

4/19/21	Colleen Campbell Digitally signed by Colleen Campbell Date: 2021.04.19 10:12:38 -04'00'	4/19/21	Colleen Campbell Digitally signed by Colleen Campbell Date: 2021.04.19 10:12:51 -04'00'		Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2021.04.21 16:46:35 -04'00'
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
4/22/21	Lora Howell Digitally signed by Lora Howell Date: 2021.04.22 08:06:59 -04'00'	4/20/21	Lora Howell Digitally signed by Lora Howell Date: 2021.04.20 15:46:02 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

BAF #	Fund	Type	Note:	Division	Account Name	Account #	Amount	Project
	001		**GENERAL FUND**					
			CITY MANAGER OFFICE					
21-068	001	Transfer	Independent review of group insurance contracts (GROOMS)	General Operations	Contingency	001-1600-513.39-00	(15,000)	
21-068	001	Transfer	Independent review of group insurance contracts (GROOMS)	General Operations	Professional Services	001-1600-513.31-00	15,000	
			City Manager Office Department Total			Increase	15,000	
			City Manager Office Department Total			Decrease	(15,000)	
			GENERAL GOVERNMENT					
21-068	001	Amendment	Transfer revenue to cover budget costs for Covid 19	Revenue	Brev Cty Cares CVD19	001-0000-337.60-01	100,474	
21-068	001	Amendment	Transfer revenue to cover budget costs for Covid 19	General Operations	Contingency	001-1600-513.39-00	100,474	
21-068	001	Transfer	Unemployment compensation not covered by CARES funding	General Operations	Unemployment Compensation	001-1600-513.25-00	8,013	
21-068	001	Transfer	Unemployment compensation not covered by CARES funding	General Operations	Contingency	001-1600-513.39-00	(8,013)	
21-068	001	Amendment	TIF revenue rounding error	General Operations	Aids to Govt agency	001-1600-513.81-00	1	
21-068	001	Amendment	TIF revenue rounding error	Fund Balance - Approp Reserves	Fund balance reserves	001-0000-389.99-50	1	
21-068	001	Amendment	Lee Wemmer Park maintenance agreement with BC	General Fund revenue	Contributions and Donations	001-0000-366.00-00	60,000	
21-068	001	Amendment	Lee Wemmer Park maintenance agreement with BC	General Govt	Contingency	001-1600-513.39-00	60,000	
21-068	001	Transfer	Correction of BAF 21-039-A	Revenue	Fund Balance	001-0000-389.99-50	(37,000)	
21-068	001	Transfer	Correction of BAF 21-039-A	Revenue	Contributions and Donations	001-0000-366.00-00	37,000	
			General Government Department Total			Increase	365,962	
			General Government Department Total			Decrease	(45,013)	
			POLICE					
21-068	001	Amendment	4 bulletproof vests purchased with FY20 grant money	Law Enforcement	BulletProof Vest Grant	001-2100-521.52-12	4,684	
21-068	001	Amendment	5 bulletproof vests purchased with FY20 grant money	Fund Balance-Approp. Reserves	Fund Balance	001-0000-389.99-50	4,684	
21-068	001	Amendment	Purch. Cameras for park & ticket writer project	Police Admin/Operations	Salaries & Wages	001-2100-521.12-00	(9,666)	
21-068	001	Amendment	Purch. Cameras for park	Police Admin/Operations	Operating Supplies	001-2100-521.52-14	6,077	GR2103
21-068	001	Amendment	Purch. Ticket Writer Project	Police Admin/Operations	Related Operating Expenses	001-2100-521.56-15	3,589	PD19TW
21-068	001	Transfer	Funds for electrical parts for park (JAG)	Police Admin/Operations	Operating Supplies	001-2100-521.52-00	(277)	
21-068	001	Transfer	Funds for electrical parts for park (JAG)	Police Admin/Operations	JAG Grant	001-2100-521.52-14	277	GR2103
21-068	001	Transfer	Funding for OT account	Police Admin/Operations	Regular Salaries & Wages	001-2101-521.12-00	(20,000)	
21-068	001	Transfer	Covering for OT payouts	Police Admin/Operations	Overtime	001-2101-521.14-00	20,000	
			Police Total			Increase	39,311	
			Police Total			Decrease	(29,943)	
			FIRE DEPARTMENT					
21-068	001	Amendment	To cover accrual payouts to regular salaries	Fund Balance - Approp Reserves	Fund Balance	001-0000-389.99-50	46,912	
21-068	001	Amendment	To cover accrual payouts to regular salaries	Fire Department/Fire Operations	Accrual Payouts	001-2201-522.12-12	46,912	
21-068	001	Transfer	To cover higher than budgeted tax commissions	Fire Department/Fire Operations	Regular Salaries & Wages	001-2201-522.12-00	(1,497)	
21-068	001	Transfer	To cover higher than budgeted tax commissions	Fire Department/Fire Operations	Contract Services	001-2201-522.34-00	1,497	
			Fire Department Department Total			Increase	95,321	
			Fire Department Department Total			Decrease	(1,497)	
			General Fund Total			Increase	*515,594*	
			General Fund Total			Decrease	*(91,453)*	
	141		**Law Enforcement Trust**					
			Law Enforcement Trust					
21-068	141	Transfer	See BAF 20-086-T for PO roll (PO 76804)	Law Enforcement	Restr. Cash Carry Forward	141-0000-389.99-11	9,130	
21-068	141	Transfer	See BAF 20-086-T for PO roll (PO 76804)	Law Enforcement	Training	141-2100-521.55-00	9,130	PD18CS
			Law Enforcement Trust Total			Increase	*18,260*	
			Law Enforcement Trust Total			Decrease	-	

BAF #	Fund	Type	Note:	Division	Account Name	Account #	Amount	Project
	421		**WATER/SEWER FUND**					
21-068	421	Amendment	Encumbrance rollover from prior year- BRANDES design PO# 071959	Utilities Sewer/ Water Reclamation	Fund Bal - Approp reserve	421-0000-389.99-50	45,243	WS1222
21-068	421	Amendment	Encumbrance rollover from prior year- BRANDES design PO# 071960	Utilities Sewer/ Water Reclamation	Infrastructure	421-4120-536.63-00	45,243	WS1222
			Water/Sewer Department Total			Increase	90,486	
			Water/Sewer Department Total			Decrease	-	
			UTILITIES					
21-068	421	Amendment	Project WS16MM moved from the 421 fund to the 424 fund.	Engineering	Infrastructure	421-4055-536.63-00	(27,029)	WS16MM
21-068	421	Amendment	Project WS16MM moved from the 421 fund to the 424 fund.	Administration	Transfer from 421	421-4010-581.91-24	27,029	WS16MM
21-068	424	Amendment	Project WS16MM moved from the 421 fund to the 424 fund.	Revenue	Transfer To 424	424-0000-381.91-21	27,029	WS16MM
21-068	424	Amendment	Project WS16MM moved from the 421 fund to the 424 fund.	Engineering	Infrastructure	424-4055-536.63-00	27,029	WS16MM
21-068	421	Transfer	Correcting GL accounts for PO 77296	Utilities Sewer/ Water Reclamation	Repairs & Maintenance	421-4120-536.46-00	(149,643)	
21-068	421	Transfer	Correcting GL accounts for PO 77296	Utilities Sewer/ Water Reclamation	Professional Services	421-4120-536.31-03	149,043	
21-068	421	Transfer	Correcting GL accounts for PO 77296	Utilities Sewer/ Water Reclamation	IT Related Operating Expenses	421-4120-536.56-15	600	
			Utilities Department Total			Increase	230,730	
			Utilities Department Total			Decrease	(176,672)	
			WaterSewer Fund Total			Increase	321,216	
			WaterSewer Fund Total			Decrease	(176,672)	
	424		**Renewal & Replace Fund**					
			UTILITIES - Water					
21-068	424	Amendment	Moving the budget for PO 77279 from 6300 to 3103	Engineering	Infrastructure	424-4055-536.63-00	(178,052)	WS1210
21-068	424	Amendment	Moving the budget for PO 77279 from 6300 to 3103	Renew & Replace fund	Transfer From 424	424-0000-381.91-21	(178,052)	
21-068	421	Amendment	Moving the budget for PO 77279 from 6300 to 3103	Engineering	Engineering Services	421-4055-536.31-03	178,052	
21-068	421	Amendment	Moving the budget for PO 77279 from 6300 to 3103	Renew & Replace Fund	Transfer To 421	421-0000-381.91-24	178,052	
			Renewal & Replace Fund			Increase	356,104	
			Renewal & Replace Fund			Decrease	(356,104)	

Legislation Details (With Text)

File #:	21-306	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	4/13/2021			**In control:**	City Council
On agenda:	4/27/2021			**Final action:**	
Title:	Approval of Resolution No. 2021-25, Adopting “Starship Drive, Calypso Way, Hyperion Way, Gemini Place, Cressida Lane, Cocoa Landing Way and Proteus Lane” as Street Names for the Arbors at Cocoa Landing Apartment project. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution 2021-25 Approving Street Names Starship Drive and others for Arbors at Cocoa Street Locations - Arbours at Cocoa Landing (3-9-21).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 13, 2021
Agenda Date: April 27, 2021
Prepared By: Dodie Selig, Planning and Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approval of Resolution 2021-25, Adopting “Starship Drive, Calypso Way, Hyperion Way, Gemini Place, Cressida Lane, Cocoa Landing Way and Proteus Lane” as Street Names for the Arbors at Cocoa Landing Apartment project.

BACKGROUND:

A Large-Scale Site Plan for the Arbors at Cocoa Landing Apartment project was approved by the Planning & Zoning Board on December 15, 2020, which include a primary and emergency entry drive off of SR524 as well as several internal drives which provide access to the apartment buildings and amenities for the complex. Therefore, street names will need to be assigned in order for mail and emergency services to reach the residents. The developer has requested the names “Starship Drive, Calypso Way, Hyperion Way, Gemini Place, Cressida Lane, Cocoa Landing Way and Proteus Lane” and these names have been confirmed by Brevard County’s E911 Addressing office.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approval of Resolution 2021-25, Adopting “Starship Drive, Calypso Way, Hyperion Way, Gemini Place, Cressida Lane, Cocoa Landing Way and Proteus Lane” as Street Names for the Arbors at Cocoa Landing Apartment project.

RESOLUTION NO. 2021-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, APPROVING THE NAMES OF STARSHIP DRIVE, CALYPSO WAY, HYPERION WAY, GEMINI PLACE, CRESSIDA LANE, COCOA LANDING WAY, AND PROTEUS LANE FOR THE PRIVATE ROADS INTENDED TO SERVE THE ARBORS AT COCOA LANDING APARTMENTS, LOCATED SOUTH OF STATE ROAD 524 AND EAST OF COX ROAD ON PROPERTY LEGALLY DESCRIBED IN EXHIBIT A HEREIN; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-9 of the City Code provides that the Cocoa City Council has the sole authority to name city buildings, parks and streets; and

WHEREAS, the Planning and Zoning Board approved the large scale site plan and associated final engineering plans for the Arbors at Cocoa Landing Apartments on December 15, 2020, which include several private roads to serve the project with Starship Drive and Cocoa Landing Way intersecting with State Road 524 and additional private roads providing access to all apartment buildings on the property; and

WHEREAS, because the project did not require a subdivision, the Brevard County 9-1-1 Administration has requested that the City adopt and record in the Brevard County Official Records a resolution approving a street name for the project; and

WHEREAS, the City Council has determined this Resolution is in the best interests of the City of Cocoa.

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

SECTION 1. Recitals. The foregoing recitals are hereby fully incorporated herein by this reference and are deemed a material part of this Resolution.

SECTION 2. Approval of Street Names. The City of Cocoa City Council hereby approves the street names of "Starship Drive," "Calypso Way," "Hyperion Way," "Gemini Place," "Cressida Lane," "Cocoa Landing Way," and "Proteus Lane" for the private roads intended to serve The Arbors at Cocoa Landing Apartment project, as shown in the large-scale site plan and final engineering plans approved by the Planning and Zoning Board on December 15, 2020, located south of State Road 524 on property legally described in **Exhibit A**, attached hereto and incorporated herein by this reference. The location of each street and the applicable street name is further depicted in **Exhibit B**, attached hereto and incorporated herein by this reference.

SECTION 3. Recordation. The City Council hereby directs the City Clerk to record a copy of this Resolution in the Official Records of Brevard County, Florida.

SECTION 4. Repeal of Prior Inconsistent Resolution. All prior resolutions or parts of resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 5. Conflicts and Severability. Should any section or provision of this resolution, or any portion thereof, any paragraph, sentence or word be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

SECTION 6. Effective date. 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 _____ day of April, 2021.

_____
Michael Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

EXHIBIT A
LEGAL DESCRIPTION

A parcel of land lying in the Northwest one-quarter of Section 24, Township 24 South, Range 35 East, Brevard County, Florida, being a portion of those lands described in Official Records Book 6919, Page 2546 of the Public Records of Brevard County, Florida and being more particularly described as follows:

Commence at the Northeast corner of the Northwest one-quarter of said Section 24 and run S 89°40'45" W along the North line of said Northwest one-quarter, a distance of 554.60 feet to the intersection with the Southerly right-of-way line of State Road No. 524, a 200 foot wide public right-of-way as presently occupied; thence S 53°36'37" W along said Southerly right-of-way line 576.33 feet to the Point of Beginning of the herein described parcel; thence S 36°06'07" E 169.74 feet to a non-tangent intersection with a circular curve concave to the Southwest, having for Its elements a radius of 151.08 feet, a chord of 258.56 feet and a chord direction of S 46°22'25" E; thence run Southerly along the arc of said curve through a central angle of 117°40'43", an arc distance of 310.30 feet to a non-tangent intersection; thence S 12°50'17" W 46.04 feet; thence N 81°46'48" W 66.35 feet to a non-tangent intersection with a circular curve concave to the Southeast, having for its elements a radius of 120.05 feet, a chord of 39.22 feet and a chord direction of S 77°04'08" W; thence run Westerly along the arc of said curve through a central angle of 18°48'19", an arc distance of 39.40 feet to a non-tangent intersection; thence S 25°48'06" W 53.34 feet to a non-tangent intersection with a circular curve concave to the West, having for its elements a radius of 374.03 feet, a chord of 84.95 feet and a chord direction of S 14°13'07" W; thence run Southerly along the arc of said curve through a central angle of 13°02'26" an arc distance of 85.13 feet to a non-tangent intersection; thence S 15°29'13" W 59.25 feet; thence S 05°42'24" W 35.61 feet; thence S 00°49'15" W 84.38 feet to a non-tangent intersection with a circular curve concave to the Northwest having for its elements a radius of 38.39 feet, a chord of 37.51 feet and a chord direction of S 40°29'45" W; thence run Southwesterly along the arc of said curve through a central angle of 58°30'03", an arc distance of 39.19 feet to a point of reverse curvature of a circular curve concave to the Southeast, having a radius of 38.39 feet; thence run Southwesterly along the arc of said curve, through a central angle of 69°31'10", an arc distance of 46.58 feet to a point of reverse curvature of a circular curve concave to the Northwest, having a radius of 79.61; thence run Southwesterly along the arc of said curve through a central angle of 47°44'05", an arc distance of 66.32 feet to a non-tangent intersection; thence S 00°01'54" E 175.95 feet to the intersection with the South line of those lands described in Official Records Book 6919, Page 2546; thence run along the Southerly line of said lands for the next three courses; S 89°46'32" W 353.24 feet; thence S 00°28'49" W 656.50 feet; thence S 89°13'44" W 44.46 feet; thence departing said Southerly

line N 17°28'57" W 57.01 feet; thence N 04°05'15" W 49.75 feet; thence N 17°06'43" W 68.54 feet; thence N 40°45'04" W 66.24 feet; thence N 49°02'00" W 38.60 feet; thence N 13°22'04" W 43.03 feet; thence N 54°23'37" E 48.20 feet; thence N 68°15'54" E 27.30 feet; thence N 58°42'46" E 57.85 feet; thence N 15°36'14" W 64.77 feet; thence N 88°44'25" W 96.85 feet; thence S 85°55'28" W 83.19 feet; thence N 46°26'34" W 81.15 feet; thence N 66°37'06" W 80.88 feet; thence N 24°24'16" W 78.69 feet; thence S 81°46'06". W 68.99 feet; thence N 37°08'47" W 52.78 feet; thence N 67°58'01" W 64.90 feet; thence N 35°41'55" W 56.54 feet; thence N 57°25'07" W 50.02 feet; thence N 13°12'56" W 50.54 feet; thence N 55°52'48" W 84.76 feet; thence N 01°36'00" E 45.16 feet to the intersection with the aforesaid Southerly right-of-way line of State Road 524; thence N 53°36'37" E along said Southerly right-of-way line 1314.71 feet to the Point of Beginning.

Containing 19.77 acres more or less.

EXHIBIT B
STREET LOCATIONS




SR-524
SR-524
EXISTING VEGETATION TO REMAIN / BE SELECTIVELY CLEARED
Cocoa Landing Way
Gemini Place
Starship Drive
Starship Drive
Starship Drive
Calypso Way
Proteus Lane
Cressida Lane
Hyperion Way
Starship Drive
BUILDING 9
3-STORY RESIDENTIAL
BUILDING 10
3-STORY RESIDENTIAL
BUILDING 11
3-STORY RESIDENTIAL
BUILDING 1
3-STORY RESIDENTIAL
MAIL
CLUBHOUSE
1-STORY BUILDING
CABANA
LAKE
LAKE
BUILDING 2
3-STORY RESIDENTIAL
BUILDING 3
3-STORY RESIDENTIAL
BUILDING 8
3-STORY RESIDENTIAL
PLAYGROUND
TOT LOT
PICNIC
BUILDING 12
3-STORY RESIDENTIAL
BUILDING 13
3-STORY RESIDENTIAL
BUILDING 7
3-STORY RESIDENTIAL
BUILDING 5
3-STORY RESIDENTIAL
CAR & DOG WASH
BUILDING 6
3-STORY RESIDENTIAL
BUILDING 4
3-STORY RESIDENTIAL
PICNIC

Legislation Details (With Text)

File #:	21-254	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	3/22/2021			**In control:**	City Council
On agenda:	4/27/2021			**Final action:**	
Title:	Approve the first amendment to Purchase Agreement with Underwater Engineering Services, Inc., C&D Construction Inc., Rush Marine LLC, and TSI Disaster Recovery LLC for Marine Construction Services (RFQ 18-15-COC). Authorize the City Manager to sign the first amendment effective June 22, 2021 through June 21, 2022. Authorize the City Manager to sign the second and final amendment effective June 22, 2022 through June 21, 2023. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Q-18-15-COC Vendor Signed C&D.pdf Q-18-15-COC Vendor Signed Rush.pdf Q-18-15-COC Vendor Signed TSI.pdf Q-18-15-COC Vendor Signed Underwater.pdf RFQ-18-15-COC AGREEMENT - C&D.pdf RFQ-18-15-COC AGREEMENT - RUSH.pdf RFQ-18-15-COC AGREEMENT - TSI.pdf RFQ-18-15-COC AGREEMENT - UNDERWATER ENGIN..pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 22, 2021
Agenda Date: April 27, 2021
Prepared By: Frank Mirabito, Project Manager
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Approve the first amendment to Purchase Agreement with Underwater Engineering Services, Inc., C&D Construction Inc., Rush Marine LLC, and TSI Disaster Recovery LLC for Marine Construction Services (RFQ 18-15-COC). Authorize the City Manager to sign the first amendment effective June 22, 2021 through June 21, 2022. Authorize the City Manager to sign the second and final amendment effective June 22, 2022 through June 21, 2023.

BACKGROUND:

In 2018, City Staff selected qualified contractors to perform related waterfront construction and maintenance work to repair damage from Hurricane Irma. Council entered into Continuing Service Agreements with the following Contractors:

1) RUSH Marine LLC.

2) C&D Construction Inc.
3) TSI Disaster Services LLC.
4) Underwater Engineering Services Inc.

The original contract was for three years and expires on June 21, 2021. There are two each additional one-year renewals; this is the first renewal amendment effective June 22, 2021 through June 21, 2022. The second and final amendment is effective June 22, 2022 through June 21, 2023. Contractors have provided responsive service; Staff recommends Council approve the amendments.

STRATEGIC PLAN CONNECTION:

Waterfront Construction will renew the facilities making it easier for the public to engage with the waterfront at both Lee Wenner Park and Riverfront Park.

BUDGETARY IMPACT:

No budgetary impact at this time. Future expenditures will be brought back to Council for approval of future projects.

PREVIOUS ACTION:

Council awarded the original Continuing Service Agreement (RFQ 18-15-COC) to the four Contractors on June 12, 2018.

RECOMMENDED MOTION:

Approve the first amendment to Purchase Agreement with Underwater Engineering Services, Inc., C&D Construction Inc., Rush Marine LLC, and TSI Disaster Recovery LLC for Marine Construction Services (RFQ 18-15-COC). Authorize the City Manager to sign the first amendment effective June 22, 2021 through June 21, 2022. Authorize the City Manager to sign the second and final amendment effective June 22, 2022 through June 21, 2023.

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

1st AMENDMENT

RFQ-18-15-COC

Marine Construction Services

This FIRST Amendment to the purchase agreement for Marine Construction Services (RFQ-18-15-COC) is made and entered into as of March 3, 2021 by and between the City of Cocoa and C&D Construction Inc., 395 S. Range Road, Cocoa, Florida 32926.

The agreement entered into on June 22, 2018, is hereby amended to renew for the 1st of two renewal options available under the original contract documents for twelve (12) additional months, at the same rates, terms, and conditions commencing on June 22, 2021 and terminating on June 21, 2022.

The parties hereto duly execute this FIRST Amendment to become effective as of the date and year first above written.

C&D Construction, Inc.	CITY OF COCOA
By: Curtis Deen (Name) Printed	By: Michael C. Blake (Name) Printed
President (Title)	Mayor (Title)
C Deen 3/3/21 Signature Date	Signature Date

CC: Carie Shealy, City Clerk
Bryant Smith III, P.E., CFM, Public Works Director/City Engineer

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

1st AMENDMENT

RFQ-18-15-COC

Marine Construction Services

This FIRST Amendment to the purchase agreement for **Marine Construction Services (RFQ-18-15-COC)** is made and entered into as of March 3, 2021 by and between the **City of Cocoa** and **Rush Marine, LLC, 6285 Riverfront Center Boulevard, Titusville, Florida 32780.**

The agreement entered into on July 5, 2018, is hereby amended to renew for the 1st of two renewal options available under the original contract documents for twelve (12) additional months, at the same rates, terms, and conditions commencing on July 5, 2021 and terminating on July 4, 2022.

The parties hereto duly execute this FIRST Amendment to become effective as of the date and year first above written.

Rush Marine, LLC	**CITY OF COCOA**
By: Anthony Landry	**By: Michael C. Blake**
(Name) Printed	(Name) Printed
President	Mayor
(Title)	(Title)
Anthony Landry 03/04/2021	
Signature Date	Signature Date

CC: Carie Shealy, City Clerk
Bryant Smith III, P.E., CFM, Public Works Director/City Engineer

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

1st AMENDMENT

RFQ-18-15-COC

Marine Construction Services

This FIRST Amendment to the purchase agreement for **Marine Construction Services (RFQ-18-15-COC)** is made and entered into as of March 3, 2021 by and between the **City of Cocoa** and **TSI Disaster Recovery, LLC, ~~1311 Indiana Avenue, Saint Cloud, Florida 34769~~ ;2323 S. Babcock Street, Melbourne, Florida 32901.**

The agreement entered into on June 28, 2018, is hereby amended to renew for the 1st of two renewal options available under the original contract documents for twelve (12) additional months, at the same rates, terms, and conditions commencing on June 28, 2021 and terminating on June 27, 2022.

The parties hereto duly execute this FIRST Amendment to become effective as of the date and year first above written.

TSI Disaster Recovery, LLC	**CITY OF COCOA**
By: Henry W Elmore	**By:** Michael C. Blake
(Name) Printed	(Name) Printed
MGMR	Mayor
(Title)	(Title)
Signature Date	Signature Date

CC: **Carie Shealy, City Clerk**
Bryant Smith III, P.E., CFM, Public Works Director/City Engineer

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

1st AMENDMENT

RFQ-18-15-COC

Marine Construction Services

This FIRST Amendment to the purchase agreement for **Marine Construction Services (RFQ-18-15-COC)** is made and entered into as of March 3, 2021 by and between the **City of Cocoa** and **Underwater Engineering Services, Inc., 3306 Enterprise Road, Ft. Pierce, Florida 34982.**

The agreement entered into on June 22, 2018, is hereby amended to renew for the 1st of two renewal options available under the original contract documents for twelve (12) additional months, at the same rates, terms, and conditions commencing on June 22, 2021 and terminating on June 21, 2022.

The parties hereto duly execute this FIRST Amendment to become effective as of the date and year first above written.

Underwater Engineering Services, Inc.	**CITY OF COCOA**
By: Kenneth Griffin	By: Michael C. Blake
(Name) Printed	(Name) Printed
President	Mayor
(Title)	(Title)
Signature 3/04/2021 Date	Signature Date

CC: Carie Shealy, City Clerk
Bryant Smith III, P.E., CFM, Public Works Director/City Engineer

RFQ-18-15-COC

Approved by Council
06/12/2018 Item V.2

Term: 06/22/18 - 06/21/21
1st Renewal Option 6/22/21 - 6/21/22
2nd Renewal Option 6/22/22 - 6/21/23

CONTINUING SERVICES AGREEMENT
FOR MARINE CONSTRUCTION SERVICES AGREEMENT

THIS CONTINUING SERVICES AGREEMENT ("Agreement") is made and entered into this 22nd day of June 2018, by and between the **City of Cocoa,** a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **C&D Construction, Inc.**, a Florida profit corporation ("Contractor"), whose principal address 395 S. Range Road, Cocoa, Florida 32926.

WITNESSETH:

WHEREAS, City desires to obtain specialized marine construction services and related services on facilities and property owned or operated by the City, from time to time, on a project or task based basis subject to deadlines mutually agreed to by the parties; and

WHEREAS, the City issued its Request for Qualifications, RFQ #Q-18-15-COC on April 23, 2018, to solicit submissions of qualified respondents for the City's desired marine construction services; and

WHEREAS, Contractor participated in the selection and negotiation process; and

WHEREAS, Contractor is willing to provide such marine construction services to the City under the terms and conditions stated herein; and

WHEREAS, the City is willing to place Contractor on its list of pre-approved marine construction contractors for the potential of providing marine construction services to the City in the future; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term of this Agreement for two (2) additional one (1) year terms. Any such extension shall only be by written amendment to this Agreement executed by both parties hereto.

1.2 The terms and conditions of any Task Order, as described in Section 2.0 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

1.3 Definitions. The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Continuing Services Agreement, as may be amended from time to time, which shall constitute authorization for the Contractor to provide the marine construction services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

b. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.

c. "Contractor" shall mean C&D Construction, Inc., a Florida Profit Corporation, and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Chapter 119, Florida Statutes.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Contractor or Contractor's independent contractors and subcontractors which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, or any other actual and direct expenses the City agrees to reimburse by Task Order.

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the work agreed to by the parties in a Task Order.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in Section 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in Section 3.0 herein, which sets forth the Work to be performed by Contractor under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of Contractor to perform marine construction services on a "task" basis. The City will communicate with Contractor, verbally or in writing, a general description of the task to be performed. If a site visit by the Contractor is needed to generate the scope of document, the Contractor shall request approval prior to visiting the site. The Contractor will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed-Budget or Lump Sum Fee to accomplish the task, and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the Lump Sum Fee shall consist of a list of major tasks and sub-tasks as well as a breakdown as to the anticipated hours for all work to be performed. The Task Proposal shall include a detailed breakdown of hourly rates and fees for all Contractor work. The Task Proposal shall include names and dollar value of work provided by sub-contractors. The City reserves the right, at its discretion, to consider the Task Proposal as part of a formal or

informal competitive bid process before approving or disapproving any Task Proposal. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement.

The City will review the Task Proposal, along with any other task proposals submitted to the City for the proposed by other contractors, and if the description, cost and other details of the Task Proposal are deemed by the City to be in the City's best interests, the parties will enter into a mutually agreeable written "Task Order." The Scope of Services generally to be provided by the Contractor through a Task Order may include a variety of specialized marine services. Services to be provided will include, but are not limited to, the services described in the Scope of Services in the attached **Exhibit "A."** The Contractor shall appoint one of its employees as the key contact for the project and the related Task Proposal.

The City will issue a notice to proceed to the Contractor in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the Contractor shall perform the services set forth in the Task Order.

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other marine construction services firms to provide professional marine construction services. The City does not guarantee that work will be assigned to the Contractor under this Agreement. The Contractor and other selected marine construction services providers shall be notified of and compete for work tasks associated with maintenance activities as well as for construction of elements of the City's future Riverfront Master Plan.

2.3 Individual construction projects under this Agreement shall not exceed $2 Million.

3.0 CHANGES IN THE SCOPE OF WORK

3.1 The City may make changes in the Services at any time by giving written notice to Contractor. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and Contractor will negotiate any change in total cost or schedule modifications. If the City and the Contractor approve any change, the Task Order will be modified in writing to reflect the changes; and Contractor shall be compensated for said services in accordance with the terms of Section 5.0 herein. All change orders shall be authorized in writing by City's and Contractor's designated representative.

3.2 All of City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

4.0 SCHEDULE

4.1 Contractor shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. Contractor shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a weekly basis or as otherwise reasonably requested by the City. Should Contractor fall behind the agreed upon

schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

4.2 No extension for completion of services shall be granted to Contractor without City's prior written consent, except as provided in Sections 3.1 and 19.1 herein.

4.3 Any cost caused by defective or ill-timed services shall be borne by the party responsible therefore.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONTRACTOR

5.1 General Services. For basic and additional Services performed by Contractor's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Contractor an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

5.2 Witness Services. For witness or expert services rendered by Contractor's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the Contractor or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order.

5.3 Reimbursable Expenses. In addition to payments provided in paragraphs 5.1 and 5.2 above, City agrees to pay Contractor the actual cost of all Reimbursable Expenses incurred in connection with any Task Order.

5.4 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with inefficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Contractor.

5.5 Additional fees not allowable. The Parties agree that the Services required are adequately described herein and shall be adequately described in all Task Orders. This Agreement includes, and all Task Orders must include, the entire effort required of the Contractor to provide the Services described. Thus, no additional fees shall be allowed for any additional services performed for any reasons whatsoever except those directly attributable to the City's errors or omissions. No out-of-scope Services or expenses shall be provided in the absence of prior, written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the Agreement. Additionally, the City shall not pay a retainer or similar fee.

5.6 Local Government Prompt Payment Act. The City shall make payments due

and payable in accordance with the Local Government Prompt Payment Act, Section 218.70 et seq., Florida Statutes. The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using City department.

5.7 Errors and Deficiencies. Contractor shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Contractor's services provided under this Agreement.

5.8 Payment Offsets. To the extent that Contractor owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Contractor for any money owed to the City by Contractor.

5.9 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Contractor shall remain liable to the City in accordance with applicable law for all damages to the City caused by Contractor's performance of any services provided under this Agreement.

5.10 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Contractor, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Contractor shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. Contractor's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

5.11 Acceptance of Payment. Acceptance of final payment by the Contractor for a specific Task Order shall constitute a release of all claims for payment which the Contractor may have against the City for that Task Order unless such claims are specifically reserved in writing and transmitted to the City by the Contractor prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against the Contractor or to any remedies the City may pursue with respect to such claims.

5.12 Payment Adjustments. It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Contractor, the Contractor agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Contractor for any claims relating to the validity of a finding by the City of overpayment.

5.13 Partial Payments. Payment made to the Contractor shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. The City retains the right to pay only that percentage of the total contract amount that equals the

same percentage that work completed bears to the total amount of work required to be performed under this Agreement. If the City objects to all or any portion of any invoice, it shall notify the Contractor of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

5.14 Invoices to include City Purchase Order Number. All invoices shall clearly indicate the city purchase order number.

5.15 Invoices to be sent to Accounts Payable. All invoices shall be directed to the Accounts Payable Section, City of Cocoa, 65 Stone St., Cocoa, FL 32922, with a copy directed to the City department using the services.

6.0 RIGHT TO INSPECTION

6.1 City or its affiliates shall at all times have the right to review or observe the Services performed by Contractor.

6.2 No inspection, review, or observation shall relieve Contractor of its responsibility under this Agreement.

7.0 PROGRESS MEETING

7.1 City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. Contractor's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

8.0 SAFETY

8.1 Contractor shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, resident project representatives (and assistants) while performing Services provided hereunder.

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, City shall grant Contractor reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

10.1 Liability Amounts. During the term of this Agreement, Contractor shall be responsible for providing the types of insurance and limits of liability as set forth below.

a. General Liability. The Contractor shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000.00 as the combined single limit for each occurrence, with a deductible no greater than $5,000.00 unless a higher deductible is pre-approved by the City Manager, to protect the Contractor from claims of property damages and personal injury which may arise from any Services performed under this Agreement, whether such Services are performed by the Contractor or by anyone directly employed by or contracting with the Contractor.

b. Automobile Liability. The Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000.00 combined single limit bodily injury and minimum $50,000.00 property damage as the combined single limit for each occurrence to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

c. Environmental Impairment Insurance Minimum Requirements. To the extent applicable to the Contractor, the Contractor shall maintain Environmental Impairment Insurance or "Pollution Insurance" if the Contractor may provide excavation or construction type services and will be locating portable fuel or lubricant storage tanks at the job site or will be storing or using hazardous chemicals on the job site, with a limit of not less than $1,000,000.00 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun.

Contractor shall work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemicals being brought onto City property as required by the City's Safety and Loss Control Program.

d. Workers' Compensation. The Contractor shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

e. Federal Longshore and Harbor Workers' Compensation Act, and Jones Act. To the extent applicable to the Contractor, the Contractor shall maintain coverage in accordance with both the federal Longshore and Harbor Worker's Compensation Act (LHWCA), and the federal Jones Act, on behalf of all employees who are to provide a service under this Agreement. Longshore and Harbor Worker's Compensation Act coverage addresses and includes all personnel subject to the provisions of the U.S. Longshore and Harbor Worker's Compensation Act. Contractor shall provide USH&L (U.S. Longshore and Harbor Worker's Compensation Act) insurance as is applicable. Jones Act insurance addresses and includes all personnel subject to the provisions of the federal Jones Act. Contractor shall provide such insurance coverage as is applicable. It is the responsibility of the Contractor to ensure that appropriate coverage and limits

of insurance are purchased to provide for all personnel subject to these acts and shall carry coverage in accordance with statutory limits.

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. All Certificates of Insurance shall be approved by the City prior to the commencement of any work. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City prior to the renewal, non-renewal, cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in section 10.1.a., 10.1.b and 10.1.c herein, as its interest may appear, from time to time.**

10.3 Subcontractors. All subcontractors employed by Contractor to perform any services hereunder shall fully comply with the insurance provisions contained in this paragraph.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

11.1 Contractor shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Services under this Agreement.

12.0 REPRESENTATIONS

12.1 Contractor represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound marine construction practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Contractor shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Contractor's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Contractor shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of subcontractors or consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Contractor's designated representative shall have the authority to act on Contractor's behalf with respect to the Services. In addition, Contractor's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Contractor shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Contractor's professional judgment with respect to the Services. The Contractor shall review laws, codes, and regulations applicable to Contractor's Services. The Contractor's services and design shall comply with all applicable requirements imposed by all public authorities. The Contractor represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Contractor shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City

under this Agreement. Unless this Agreement is terminated by the City, or terminated by Contractor for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to Section 2.2 herein, Contractor shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Contractor represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal top complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

12.2 Contractor represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

13.0 GUARANTEE AGAINST INFRINGEMENT

13.1 Contractor guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, Contractor shall indemnify, hold harmless, and defend City, its officers, directors, employees, agents assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, Services, or other item provided under this Agreement. Notwithstanding the foregoing, Contractor may elect to provide non-infringing services.

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Contractor agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Contractor related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Contractor. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Contractor are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE

PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

Contractor is required to and agrees to comply with public records laws. Contractor shall keep and maintain all public records required by the City to perform the services as agreed to herein. Contractor shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Contractor shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Contractor of the request and the Contractor shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Contractor does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Contractor acknowledges that if the Contractor does not provide the public records to the City within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes. The Contractor acknowledges that if a civil action is filed against the Contractor to compel production of public records relating to this Agreement, the court may assess and award against Contractor the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Contractor, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Contractor to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Contractor fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Contractor's failure to comply with this Section, the City shall collect from Contractor prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Contractor. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Contractor's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

14.2 Reuse of Documents. All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Contractor

and its independent contractors or subcontractors pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at any time. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Contractor, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Contractor.

15.0 ASSIGNMENT

15.1 Contractor shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City. Any subcontractors employed by Contractor for any Work required under this Agreement shall require prior written approval from the City. Any attempt to assign or subcontract the responsibilities and payments under this Agreement without the express prior written consent of the City shall be grounds for termination of the Agreement.

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

15.3 If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Contractor, which shall take immediate steps to remedy the situation.

15.4 If any part of this Agreement is subcontracted by Contractor, prior to the commencement of any Work by the subcontractor, Contractor shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth by the City.

16.0 INDEPENDENT CONTRACTOR

16.1 At all times during the term of this Agreement, Contractor, and any approved sub-contractors, shall be considered an independent contractor(s) and not an employee(s) of the City.

17.0 DEFAULT BY CONTRACTOR AND CITY'S REMEDIES

17.1 In addition to the City's right to terminate this Agreement for convenience under Section 18.0 of this Agreement, the City also reserves the right to revoke and terminate this Agreement for a default and rescind or suspend all rights and privileges associated with this Agreement, without penalty, based on a default including, but not limited to, any of the following circumstances, each of which shall represent a default and breach of this Agreement:

a. Contractor defaults in the performance of any material convenient or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written

notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Contractor shall have such time as is reasonably necessary to remedy the default, provided the Contractor promptly takes and diligently pursues such actions as are necessary therefor.

b. Contractor is adjudicated bankrupt or makes any assignment for the benefit of its creditors or Contractor becomes insolvent, or is unable or unwilling to pay its debts.

c. Contractor has acted grossly negligent, as defined by general and applicable law, in performing the services hereunder.

d. Contractor has committed any act of fraud upon or any unlawful act against the City or another party.

e. Contractor has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

f. Notwithstanding the aforementioned, in the event of a default by Contractor, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, the City reserves the right, in its best interest as determined by the City, to terminate the Agreement, without penalty, for convenience by providing the Contractor with thirty (30) days' written notice thereof.

18.2 In addition, the City shall have the right to terminate this Agreement, without penalty, if: (a) Contractor is in default pursuant to Section 17.0; (b) Contractor fails to comply with any condition or provision of this Agreement; or (c) Contractor is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy City may have under this Agreement.

18.3 In the event of termination of this Agreement, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work completed to the satisfaction of the City prior to the effective date of termination. The City may, upon written notice to the Contractor, terminate the right of the Contractor to proceed under the Agreement, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of termination, any completed Services performed by the Contractor under the Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the

Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

19.0 FORCE MAJEURE

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

20.0 TRADE SECRETS

20.1 Contractor should not send or provide trade secrets to the City. If, however, trade secrets are claimed by Contractors, they will not be considered as trade secrets until the City is presented with the alleged trade secrets together with proof that they are legally trade secrets. The City will then determine whether it agrees and consents that they are in fact trade secrets. If Contractors fails to submit a claim of trade secrets to the City before obtaining the City's agreement, any subsequently-claimed trade secrets will be treated as public records and will be provided to any person or entity making a public records request for the information.

21.0 GOVERNING LAW & VENUE

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

22.0 HEADINGS

22.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

23.0 SEVERABILITY

23.1 In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise by fully enforceable.

24.0 WAIVER AND ELECTION OF REMEDIES

24.1 Waiver by either party of any term, condition or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

24.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

25.0 THIRD PARTY RIGHTS

25.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Contractor.

26.0 PROHIBITION AGAINST CONTINGENT FEES

26.1 Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

27.0 ENTIRE AGREEMENT

27.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Contractor with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

28.0 NO JOINT VENTURE

28.1 Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

29.0 ATTORNEY'S FEES

29.1 Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees, whether at settlement, trial or on appeal.

30.0 COUNTERPARTS

30.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

31.0 DRAFTING

31.1 City and Contractor each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

32.0 NOTICE

32.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Contractor:

C&D Construction, Inc.
395 S. Range Rd.
Cocoa, Florida 32926
Attention: Curtis Deen
Phone 321-639-9198
Fax 321-690-2291

For City:

City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, Florida 32922
(321) 433-8688 Phone
(321)433-8698 Fax

32.2 Either party may change the notice address by providing the other party written notice of the change.

33.0 SOVEREIGN IMMUNITY.

33.1 The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Contractor agrees

that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

34.0 CORPORATE REPRESENTATIONS BY CONTRACTOR

34.1 Contractor hereby represents and warrants to the City the following:

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

b. The undersigned representative of Contractor has the power, authority, and legal right to execute and deliver this Agreement on behalf of Contractor.

35.0 INDEMNIFICATION

35.1 Contractor shall defend, indemnify and hold the City, its officers, agents, officials, representatives, employees, volunteers, and city attorneys (individually and in their official capacity) (hereinafter the "City"), harmless from any and all liability, loss, damages, expenses, injuries (including death), costs, claims or actions, of any type, including, but not limited to, reasonable attorney's fees in any legal proceeding through trial or appeal, which the City may hereafter sustain, incur or be required to pay, arising out of or resulting from any acts, errors or omissions of the Contractor, its agents, vendors, contractors, subcontractors, representatives, servants, or employees and persons utilized by the Contractor in the execution, performance, or nonperformance or failure to adequately perform Contractor's obligations pursuant to this Agreement, or for breach of, this Agreement or any Task Order or any subsequent amendments thereto.

The indemnification provided above shall obligate the Contractor to defend at its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its officers, employees, and city attorneys which may covered by this indemnification. In all events the City and its officers, employees, and city attorneys shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein.

35.2 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor expresses its willingness to enter into this Agreement with the

knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Contractor to the City's complete satisfaction, and in no case shall exceed the amount provided in Section 33.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

36.0 BONDS.

36.1 To the extent deemed necessary and required by the City or by law, Contractor shall supply a materials, performance and payment bond(s) in form approved by the City's City Attorney and in accordance with Florida law and in an amount specified in any Task Order.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:

CITY OF COCOA, FLORIDA

By: _____
Henry U. Parrish, III, Mayor

ATTEST:

By: _____
Carie Shealy, City Clerk

CONTRACTOR:

C&D CONSTRUCTION, INC.

By: _____

Print Name/Title: Curtis Deen, Presiddent

EXHIBIT "A"

SCOPE OF SERVICES

MARINE CONSTRUCTION SERVICES AGREEMENT

The Scope of Services to be provided will include, but is not limited to, the following tasks and certain specific projects:

- Routine shoreline debris removal as needed
- Emergency Shoreline cleanup after storm event
- Shoreline restoration including placing Geotextile fabric, installation of filter and armoring stone
- Installation and maintenance of Living Shorelines
- Marine Dock Construction (Timber, Concrete, other)
- Dock Repair and Reconstruction
- Bulkhead and Seawall Repair and Construction
- Underwater inspection of marine structures
- Above-water inspection of marine structures
- Dredging, removal and disposal of underwater spoil and debris
- Derelict Vessel removal and storage
- Installation of Turbidity Measures and emergency spill response
- Associated environmental permitting and survey service

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

June 18, 2018

C & D Construction, Inc.
395 S. Range Road
Cocoa, FL 32926

Re: Continuing Services Agreement for Marine Construction Services Agreement

To Whom It May Concern:

Enclosed are two original agreements as noted above that were approved by City Council at their Regular meeting on June 12, 2018. Please have them both executed, and send them both back to me. I will then have our Mayor execute both on the City's behalf and I will return one, fully executed document to you at that time.

If you have any questions or need further assistance, please contact my office at (321) 433-8484.

Sincerely,

Carie Shealy, MAA, MMC
City Clerk

REQUEST FOR QUALIFICATIONS

City of Cocoa, Florida

MARINE CONSTRUCTION SERVICES

RFQ # Q-18-15-COC

April 23, 2018

Finance Department
Purchasing & Contracts Division
65 Stone St.
Cocoa, FL 32922

ISSUE DATE: 04/23/2018
Page 1 of 25
PROPOSALS MUST BE RECEIVED PRIOR TO 4:00 P.M. ON 05/24/2018

PURCHASING DIVISION CONTACT: SONJA HAMILTON
PHONE NUMBER: (321) 433-8833
FAX: (321) 433-8860
E-Mail: shamilton@cocoafl.org

PLEASE COMPLETE THE FOLLOWING AND SUBMIT THIS FORM WITH YOUR PROPOSAL	
Vendor Name: Address: City, State, Zip: Phone Number: Fax Number: E-Mail Address: FEIN Number:	Do you accept electronic payments (Mastercard) □ YES □ NO Do you accept Visa? □ YES □ NO List of Deviations (if any) attached Yes___ No___ If submitting a "NO RESPONSE", state reason: _____ _____

Response packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Responses received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The clock located in the lobby of the Office of the Purchasing Manager will be the official authority for determining late responses.

One (1) original (MARKED "ORIGINAL") and FOUR (4) copies of all responses and required attachments must be executed and submitted in a sealed envelope. Respondent shall mark response envelope, RFQ# **Q-18-15-COC.** Respondent name and return address must be clearly identified on the outside of the envelope.

By submitting an RFQ proposal and executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of Respondent to submit this RFQ package to the City of Cocoa, and bind the Respondent to the terms and conditions of this RFQ. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the RFQ Package and all subsequently issued addendums. Further, Respondent certifies, represents, and warrants that all information contained in Respondent's RFQ submittal is accurate and truthful and that the

City of Cocoa will rely on said information during the RFQ process. Respondent further understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification. Additionally, Respondent agrees that the City of Cocoa shall have the sole discretion to rank respondents to this RFQ. The final ranking of the qualifications of all respondents by the City does not guarantee that any of the highest ranked respondents will be selected to perform the services required by this RFQ. The City may elect, at its sole discretion, to initiate negotiations to enter into one or more written agreements with selected respondents pursuant to this RFQ. Said agreements shall be approved separately by, and at the sole discretion of, the City Council of Cocoa, and shall depend on numerous factors such as any successful respondent offering fair, competitive and reasonable prices for their services and the respondent's ability to accept the terms and conditions required by the City. Further, Respondent agrees that the City has the right to reject, for any reason and without penalty, any and all submittal packages prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced under this RFQ with any respondent at any time. Respondent shall bear all costs associated with preparing and responding to this RFQ. The City of Cocoa will provide no compensation for such costs.

During the RFQ process, Respondent consents to the City of Cocoa conducting credit and corporate background checks on the Respondent. Further, the Respondent hereby consents and authorizes the City to contact any and all previous clients, and references, of Respondent to inquire about the Respondent's past or current performance on any other project that the City deems to be relevant to the services requested under this RFQ.

Respondent expressly acknowledges and represents and warrants that it will comply with the Anti-Lobbying requirement of this RFQ which is set forth in section I of this RFQ.

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS RFQ AS IF SET FORTH ABOVE.

_____
Name of Respondent

_____
Authorized Signature

_____
Name & Marine Construction

_____
Date

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REQUEST FOR QUALIFICATIONS
MARINE CONSTRUCTION SERVICES

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SECTION I

INTRODUCTION

The City of Cocoa (hereinafter referred to as "City") is requesting Statements of Qualifications from MARINE CONSTRUCTION firms to provide the City with

MARINE CONSTRUCTION SERVICES

RFQ **DUE DATE & TIME:** May 24, 2018 **, AT 4:00 P.M.** Qualifications packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Packages are to be received **NO LATER THAN 4:00 P.M.** Packages received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The clock located at the reception desk in the lobby of Cocoa City Hall will be the official authority for determining the time that packages are received and for determining late responses.

All RFQ information and required attachments must be executed and submitted in a sealed envelope. Respondent shall mark envelope **RFQ No. 18-15-COC MARINE CONSTRUCTION SERVICES.** Respondent's name and return address must be clearly identified on the outside of the envelope.

These documents constitute the complete set of terms and conditions, specification requirements, and forms. Any additional information should be attached to this format or the respondent may be disqualified.

Respondents shall submit FIVE (5) complete sets (one (1) original (marked "ORIGINAL"), and FOUR (4) copies of their response, complete with all supporting documentation. Responses submitted by facsimile or electronically will NOT be accepted. Responses which do not comply with these requirements may be rejected at the option of the City. It is the respondent's responsibility to ensure that all submittals are in accordance with all addendums issued, if any. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. The RFQ and any Addendums are available online at http://www.demandstar.com .

Responses not submitted in the format set forth herein shall be rejected unless otherwise explained in the response documents.

For information concerning procedure for responding to this Request for Qualifications (RFQ), contact Sonja Hamilton, Purchasing Manager, Purchasing & Contracts Division at (321) 433-8833. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services or respondent procedures will only be transmitted by written addendum.

All questions about the meaning or intent of the RFQ Documents shall be submitted in writing and directed to the City of Cocoa, 65 Stone St., Cocoa FL 32922, Attention: Sonja Hamilton, Purchasing Manager, Purchasing & Contracts Division. Questions may also be sent via fax at (321) 433-8860 or e-mail at shamilton@cocoafl.org . Questions received less than five (5) calendar days prior to the due date for the responses will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and may not be relied upon by respondent in submitting their response.

ANTI-LOBBYING PROVISION

COMPANIES AND PERSONS DESIRING TO RESPOND TO THIS RFQ ARE HEREBY NOTIFIED THAT ALL COMMUNICATIONS REGARDING THIS RFQ, WHETHER IN WRITING, ELECTRONIC, VERBAL, OR BY SOME OTHER MEANS, AND WHETHER MADE INDIRECTLY BY THIRD PARTIES OR DIRECTLY BY THE RESPONDENT, SHALL BE SUBMITTED TO THE CITY'S PURCHASING MANAGER, EXCEPT LEGAL MATTERS MAY BE DIRECTED TO THE CITY ATTORNEY DIRECTLY OR THROUGH THE PURCHASING MANAGER. EXCEPT AS EXPRESSLY REQUIRED BY THIS RFQ FOR FORMAL PRESENTATIONS (IF ANY), ANY INDIRECT OR DIRECT COMMUNICATIONS AND LOBBYING REGARDING THIS RFQ MADE TO MEMBERS OF THE CITY COUNCIL, MEMBERS OF THE SELECTION COMMITTEE, OR ANY OTHER CITY OFFICIAL ARE STRICTLY PROHIBITTED AND SHALL CONSTITUTE GROUNDS FOR IMMEDIATE DISQUALIFICATION.

STANDARD TERMS & CONDITIONS

ACCEPTANCE AND REJECTION - The City reserves the right to accept or reject any and all responses and to accept the response which best serves the interest of the City of Cocoa. The City may award sections individually or collectively, whichever is in its best interest, unless the respondent only intends to respond for the contract in its entirety.

ASSIGNMENT - Neither the contract nor payment due pursuant to this RFQ may be assigned. Any attempt to assign the responsibilities and payment under this RFQ without the express prior written consent of the City of Cocoa shall be grounds for termination of the contract.

AWARD - Award shall be generally made to the firm that demonstrates technical capability while most closely meeting the city's needs according to the evaluation criteria and factors designated in the solicitation. Further, once the City Council approves a ranking of the firms, the award will depend upon the successful respondent negotiating acceptable terms under a Services Agreement. **Respondents are hereby notified that should a respondent be selected to negotiate a contract with the City, the City will be paying significant attention to cost of services being offered. The successful respondent shall be the one that is not only the most qualified firm, but the firm that has also agreed to rates, fees and charges that the City of Cocoa deems to be fair, reasonable and competitive in the market place.** If the City pursues competitive negotiations with your firm and the City can not agree on fair, competitive, and reasonable rates, fees, and charges for services required by this RFQ, the City will cease negotiations with your firm. The City will then commence negotiations with the next ranked firm until the City has awarded a contract or rejected all of the proposals at its sole discretion.

CONFLICT OF INTEREST - The respondent certifies that this response has not been arrived at collusively or otherwise in violation of federal, state or local laws. Any purchase order, check requisition or contract from which any agent, officer or employee of the city or any relative thereof, will realize a financial gain, directly or indirectly, shall be void, except that before the execution of a purchase order, check requisition or contract, the Council shall have the authority to waive compliance with this section when it finds such action to be in the best interest of the City.

DEVIATION FROM SPECIFICATION - Any deviation from specifications and submittal requirements must be clearly stated, explained in detail and accepted by the City in writing. Otherwise items offered are expected to be in strict compliance with specifications and submittal requirements and the successful response shall be held accordingly.

DISCRIMINATION STATEMENT: An entity or affiliate placed on the Discriminatory Vendor List may not submit a response for a contract to provide goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or perform any public work, may not submit Proposals for leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and may not transact business with any public entity.

ECONOMY OF PREPARATION: The responses should be prepared simply and economically, providing a straightforward, concise description of the respondent's qualifications and ability to fulfill the requirements of the RFQ.

F.O.B. POINT - Products and materials related to the project are to be shipped F.O.B. to the department and address as identified on Purchase Orders.

INFORMALITIES - The City of Cocoa reserves the right to both waive any minor informality in responses and to determine, in its sole discretion, whether or not a particular informality is minor.

INFORMATION AND LITERATURE - Respondents are to furnish all information and literature requested. Failure to do so may be cause for rejection.

INTERPRETATIONS - Any questions concerning conditions and specifications shall be directed to the purchasing manager. Interpretations that may affect the eventual outcome of this RFQ will be furnished in writing to all prospective potential respondents. No interpretation shall be considered binding unless provided in writing by the City of Cocoa.

NON-DISCRIMINATION - The successful respondent will comply with all federal and state requirements concerning fair employment and will not discriminate by reason of race, color, age, religion, sex, national origin or physical handicap.

PATENTS AND COPYRIGHTS - The respondent will agree to hold harmless the City of Cocoa, its officers, agents and employees from liability of any kind, including cost and expenses, with respect to any claim, action, cost or judgment for patent or copyright infringements.

PAYMENTS - Upon acceptance of work by using department of the City, employees and others, it is understood and agreed that orders and services shall be shipped and performed at the established contract prices. Invoicing in variance with this will subject the contract to cancellation. The City shall make payment to the Contractor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes. The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using City department. Unless otherwise directed in the contract for services, all invoices shall be directed to the Accounts Payable Section, City of Cocoa, 65 Stone St., Cocoa, FL 32922, with a copy directed to the City department using the services.

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY PURCHASE ORDER NUMBER.

PUBLIC ENTITY CRIMES - 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 response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or perform any public work, may not submit a response for leases of real property to a public entity, may not be awarded or

perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the Convicted Vendor List.

PUBLIC RECORDS: Florida law provides that municipal records shall, at all times, be open for personal inspection by any person. Section 119.01 Florida Statutes (The Public Records Law.) Unless otherwise provided by the Public Records Law, information and materials received by the City in connection with an RFQ response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for under section 119.07, Florida Statutes and other applicable laws. If the respondent believes any of the information contained in his or her response is exempt from the Public Records Law, then the respondent must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

(a) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:** (321) 433-8484; cshealy@cocoafl.org; City Clerk's Office, 65 Stone Street, Cocoa, FL, 32922.

TAX EXEMPTIONS - The City of Cocoa is sales tax exempt. The City of Cocoa's sales tax-exempt number is 85-8012621548C-8.

TERMINATION FOR CAUSE: If a respondent is awarded a contract under this RFQ, the successful respondent is herby on notice that the contract shall be subject to termination in the event that the respondent breaches the contract, or respondent fails to fulfill in a timely and proper manner its obligations under this contract, or if the respondent is declared bankrupt or insolvent, or respondent is found to have committed fraud or any other unlawful act against the City or another party. The City may, upon written notice to the respondent, terminate the right of the respondent to proceed under the contract, and may hold the respondent liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the respondent under the contract shall, at the option of the City, become the City's property and the respondent shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The respondent, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the respondent, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the respondent can be determined.

TERMINATION FOR CONVENIENCE: If a respondent is awarded a contract under this RFQ, the successful respondent is herby on notice that the contract shall also be subject to termination for convenience by the City. The City reserves the right, in its best interest as determined by the City, in its sole discretion, to cancel the contract by giving written notice to the respondent thirty (30) days prior to the effective date of such cancellation.

TIME FOR CONSIDERATIONS – All Proposals will be considered after the time and date set for the opening of the Proposals and for a period up to ninety (90) days thereafter.

TRADE SECRETS - Respondents should not send trade secrets. If, however, trade secrets are claimed by any respondent, they will not be considered as trade secrets until the City is presented with the alleged secrets together with proof that they are legally trade secrets. The City will then determine whether it agrees and consents that they are in fact trade secrets. If a respondent fails to submit a claim of trade secrets to the City before obtaining the City's agreement, any subsequently-claimed trade secrets will be treated as public records and will be provided to any person or entity making a public records request for the information (F.S. 119.01).

SPECIAL TERMS & CONDITIONS

ADDENDUM AND AMENDMENTS TO REQUEST FOR QUALIFICATIONS: If it becomes necessary to revise or amend any part of this Request for Qualifications, the City's Purchasing & Contracts Division will furnish the revision by written Addendum to all prospective respondents who are recorded with the City as having received an original Request for Qualifications. Addenda information will be posted on Onvia DemandStar at http://www.demandstar.com. Respondents are responsible to check this location for updates.

COMMITTEE MEETINGS/PRESENTATIONS INFORMATION: The Notice of Committee Meetings/Presentations is generally posted at least seventy-two (72) hours in advance of such meetings/presentations. However, the City reserves the right to hold Committee meetings with less notice if necessary upon reasonable notice. Proposers are responsible to check the following locations for updates on this proposal's status: on the bulletin board located in the main lobby of the City Hall building at 65 Stone St., Cocoa, FL 32922; or on the City's Web Page http://www.cocoafl.org, under the City Clerk. City Council meetings, at which matters regarding this RFQ may be considered, are noticed by the City Clerk's office under the general rules and procedures of the City Council.

INDEMNIFICATION STATEMENT – By submitting a response document signed by an authorized agent of the respondent, respondent (contractor) acknowledges and accepts the terms and conditions of the following Indemnification Statement in the event of contract award:

"For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the contractor shall indemnify, hold harmless and defend the City of Cocoa, its officers, agents, officials, attorneys, representatives and employees (hereinafter the "City") against any and all liability, loss, cost, damages, expenses, injuries (including death), claim or actions, of whatever type, including but not limited to attorney's fees in any legal proceeding through trial and appeal, which the City may hereafter sustain, incur or be required to pay, arising out of, wholly or in part, or due to any act or omission of contractor, its agent(s), vendors, contractors, subcontractor(s), representatives, servants, or employees in the execution, performance or non-performance or failure to adequately perform contractor's obligations pursuant to this RFQ and any subsequent contract."

LIMITATION OF LIABILITY STATEMENT – By submitting a response document signed by an authorized agent of the respondent, respondent acknowledges and accepts the terms and conditions of the following Limited Liability Statement in the event of contract award:

"The City desires to enter into this contract only if in so doing the City can place a limit on the City's liability for any cause of action arising out of the contract, so that the City's liability for any breach never exceeds the sum of any contract amount that is owed by the City for services actually performed by the respondent to the City's complete satisfaction. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, respondent expresses its willingness to enter into this contract with the knowledge that the respondent's recovery from the City to any action or claim arising from the contract is limited to a maximum amount of the sum of any contract amount that is owed by the City for services actually

performed by the respondent to the City's complete satisfaction. Nothing contained in this paragraph or elsewhere in this contract is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest."

PROPOSER EXPENSES - No out-of-scope services shall be provided in the absence of prior, written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract. The City will not pay a retainer or similar fee. The City is not responsible for any expenses that respondent may incur in preparing and submitting responses called for in this request. The City will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel expenses; and the like, incurred by the respondent. The City will not be liable for any costs incurred by the respondent in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION: The respondent shall furnish such additional information/clarification as the City may reasonably require. This includes, but is not limited to, information that indicates financial resources as well as the ability to provide and maintain the services requested. The City reserves the right to make investigations of the qualifications of the respondent as it deems appropriate including, but not limited to, a background investigation of service personnel to be conducted by the City of Cocoa Police Department or its designees.

TERMS: Contracts awarded and entered into under this RFQ shall be project or task based, subject to deadlines mutually agreed to by the parties. Therefore, the contract term will be based on the tasks assigned under the contract for the MARINE CONSTRUCTION SERVICES and shall be subject to the City's right to terminate the Contract for cause or convenience. The term of the Agreement will not exceed **THREE (3) years with up to TWO (2) one-year renewals.** However, the City will reserve the right to extend the Agreement beyond that period if the City Council determines that extension is required based upon public necessity to complete a pending task related to this RFQ.

STANDARD INSURANCE REQUIREMENTS

All qualified firms MUST provide written proof of insurance and demonstrate that they maintain all applicable insurance coverage as specified below as a condition precedent to contracting with, and performing any work for, the City of Cocoa. **Copies of all applicable current insurance certificates must be attached to the Respondent's submittal.**

Excluding professional liability policies which prohibit naming the City as an additional named insured, the Certificate of Insurance must be made to the City of Cocoa, 65 Stone St., Cocoa, FL 32922 and should reference the operation and name the City as an additional insured.

Prior to renewal, non-renewal, cancellation, or change or modification of any insurance policy, at least 30 days advance written notice shall be given to the City of Cocoa.

All Certificates of insurance shall be approved by the Project Manager **prior** to the commencement of any work. Minimum coverage with limits and provisions are as follows:

LIABILITY INSURANCE

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

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 and with a deductible amount not greater than $5,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

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

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $1,000,000.00 and with a deductible not greater than $5,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

It is required that individuals and firms contracting with the City of Cocoa who own licensed motor vehicles that will be utilized in connection with any City contract or job maintain automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is further required that individuals and firms contracting with the City of Cocoa who lease, rent, or borrow licensed motor vehicles that will be utilized in connection with any City contract or job be required to maintain non-owned or hired automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS:

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

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

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

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms must demonstrate that they have worker's compensation coverage at levels required by Florida law.

SECTION II

1. GENERAL INFORMATION

The City of Cocoa (hereinafter referred to as "City") is requesting Statements of Qualifications (SOQ) from qualified contractors to provide Marine Construction Services and related services on facilities and property under jurisdiction of the City. The selected Marine Construction Services Companies will enter into a Continuing Service Agreement with the City to perform work as a Marine Construction Services provider for the city of Cocoa. Firms will compete with other selected firms for work tasks associated with maintenance activities as well as for construction of elements of the city's future Riverfront Master Plan. The value of construction projects anticipated within the life of this contract may total $3 Million, however individual projects under this contract may not exceed $2 Million each.

Project teams consisting of a qualified lead construction firm and other qualified subcontractors will also be considered. In addition, the City reserves the right, at its sole discretion, to select among the respondents of this RFQ or through other bidding procedures, other construction firms to handle component parts of the anticipated projects if the City deems it in the City's best interests to do so.

Services to be provided include, but are not limited to, the services described in the Scope of Services. The anticipated projects will be subject to the City securing funding. If adequate funding is not acquired, the anticipated projects may be cancelled or downsized by the City without notice and without penalty. The selected firm (s) will be required to enter into an Agreement in a form approved by the City Attorney and City Council, and determined by the City to be fair, competitive and reasonable.

2. SCOPE OF SERVICES

The City of Cocoa is soliciting SOQs from interested Marine Construction Services firms to provide specialized Marine Construction Services work on property and facilities owned and/or operated by the City. The selected construction firms will enter into a Continuing Services Agreement with the City of Cocoa to perform work as a Marine Construction Services Provider for a three-(3) year period, renewable for two (1) one-year periods. The scope of services to be provided will include, but is not limited to the following:

- Routine shoreline debris removal as needed
- Emergency Shoreline cleanup after storm event
- Shoreline restoration including placing Geotextile fabric, installation of filter and armoring stone
- Installation and maintenance of Living Shorelines
- Marine Dock Construction (Timber, Concrete, other)
- Dock Repair and Reconstruction
- Bulkhead and Seawall Repair and Construction
- Underwater inspection of marine structures
- Above-water inspection of marine structures
- Dredging, removal and disposal of underwater spoil and debris
- Derelict Vessel removal and storage
- Installation of Turbidity Measures and emergency spill response
- Associated environmental permitting and survey services

The work under this RFQ will be on an as-needed basis. Individual task orders will be authorized and performed as projects are identified by the City. When a project is identified by the City, the City will notify each contractor selected on this RFQ and under a Continuing Services Contract of the project. The city will supply relevant information concerning project (for example specifications, design drawings, sketches, and schedule expectations). Contractors will be given the opportunity to submit a bid based on project information. Contractor's response time for developing a bid when notified of a project will be based on the type of work to be assigned and will be stipulated by the City; however, the Contractor will be typically expected to respond from within 5 days up to 21 days as determined by the City. The City will review bids submitted and will select a firm based on lowest, responsive bid. If for any reason a Contractor's work schedule will not allow them to perform the requested work, then the next lowest bidder will be contacted to perform the requested work assignment. The bid shall include the names and dollar value of work provided by subcontractors. The city reserves the right to approve subcontractors or place limits on the work provided by subcontractors.

It is anticipated the City will enter Continuing Services Contracts with at least three companies to perform a portion or all of the services listed above. Qualified firms wishing to respond to the RFQ must provide all services described in this document, whether directly or through sub-contractors. The City reserves the right to approve or disapprove any sub-contractors. This does not, however, limit the use of qualified sub-contractors.

The Successful Proposer (s) will appoint one of their employees as the key contact for approval by the City Project Manager.

It is the City's belief that the services required are adequately described herein. Therefore, any negotiated contract, which may result from this RFQ, must include the entire effort required of the proposer to provide the service described. Specifically, no additional fees shall be allowed for any additional services performed for any reasons whatsoever except those directly attributable to the City's errors or omissions. A provision to this effect shall be included in any negotiated contract.

3. MINIMUM RESPONDENT QUALIFICATIONS

The City wishes to assess the respondent's experience with services that are similar to those that would be envisioned in the Scope of Services associated with this contract. To familiarize the City with the applicable work experience, each respondent shall provide the following information:

- Evidence that they have been in the business of providing Marine Construction Services for a period of at least three (3) years
- A list, description, and approximate value of related projects completed within the last three years
- A list of major equipment owned or available to the contractor to be used on city projects
- Qualifications of Key Personnel that will provide services under this contract
- Names of Permitting, Survey, or other sub consultants
- Special Insurance Requirements are as follows:

WORKER'S COMPENSATION INSURANCE, FEDERAL LONGSHOREMEN'S AND HARBORWORKER'S ACT, AND JONES ACT. The CONTRACTOR will provide Workers Compensation Insurance, the Federal Longshoremen's and Harbor worker's Act, and the Federal Jones Act coverage on behalf of all employees who are to provide a service under this Contract. It is the responsibility of the vendor to ensure that appropriate coverage and limits of insurance are purchased to provide for all personnel subject to these acts and shall carry coverage in accordance with statutory limits.. Long Shoremen's Harbor Worker's Compensation coverage include all personnel are subject to the provisions of the U.S. Longshoreman's & Harbor Workers' Compensations Act and related acts (USH&L) shall be covered under USH&L insurance provided by the contractor as required by this agreement. It is the responsibility of the contractor to ensure that appropriate coverage and limits of insurance are purchased to provide for all personnel subject to these acts

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SECTION III

RFQ SUBMITTAL DOCUMENTS

For the response to be considered complete and timely, Respondent must submit one (1) original **marked "ORIGINAL"**, and FOUR (4) copies of the proposal must be received by the City of Cocoa on or before 4:00 P.M., May 24, 2018

Respondents must include the following information in their proposal:

Title Page: Title Page shall show the RFQ subject title and proposal number; the firm's name; the name, address and telephone number of a contact person; and the date of the proposal. **Pages 2&3 of this document may be used as your title page.**

Cover Letter: The response shall contain a cover letter signed by a person who is authorized to commit the Respondent's offer to perform the work included in the RFQ and should identify all materials and enclosures being forwarded in response to the RFQ.

Table of Contents: The Table of Contents shall provide a listing of all major topics, their associated section number, and starting page.

Executive Summary: The Executive Summary section of the proposal shall be limited to five (5) typewritten pages. The purpose of the Executive Summary is to provide a high-level description of the Respondent's ability to meet the requirements of the RFQ and approach to the project.

General Information: The General Information section of the proposal shall be limited to two (2) typewritten pages. The purpose of the General Information section is to provide a brief discussion of Respondent's business history and current purpose/function in the marketplace.

Summary of Qualifications: The Summary of Qualifications section of the proposal shall be limited to twenty (**20**) typewritten pages. Indicate the Respondent's background in providing these services to governmental entities. Provide a listing of comparable client references that are using the Respondent's professional services, (i.e., client name, address, telephone number, contact person and length of time service was provided). Indicate specifically the members of the firm who will have primary responsibility for the City's contract. Also indicate all key individuals and sub-consultant's (if any) and their tasks and/or areas of expertise.

Resumes and Attachments: Resumes and additional information which the Respondent feels will assist in the evaluation should be included.

Additional Required Proposal Submittal Forms: Reference Sheets, Addenda Acknowledgements, Questionnaires, Agreements, Certificates of Insurance, Affidavit of Existing or Prior Contracts with the City, and other materials requested by the City.

Written Response to Evaluation Criteria: When compiling their responses, sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page; proposals should be bound in a manner that can be removed and to allow flat stacking for easy storage; **do not use three ring binders or permanent binding**; and sections should be compiled in the sequence list above. Maximum number of pages shall be fifty (**50**) pages, not including tabs and dividers.

SECTION IV

RFQ **TIME LINE**

The City reserves the right to establish and change the schedule of the RFQ process at any time, with or without notice and without penalty. However, the **anticipated** schedule for this RFQ is as follows:

STAGE	**DATE**
RFQ Issued:	4/23/18
RFQ Advertised:	4/26/18 & 5/3/18
Deadline for Respondent Questions:	5/17/18 by 5:00pm
Responses/Addendum Issued by City:	5/21/18 by 5:00pm
RFQ Submission Deadline:	5/24/18 4:00pm
Final Ranking and Recommendation of Firms by SC:	TBD
City Council consideration of SC Recommendation and City Council's decision regarding Contract Negotiations:	TBD
Contract Award by Council (including an initial task order):	TBD

SELECTION

The City wishes to avoid the expense to the City and to respondents of unnecessary oral presentations. Therefore, the City will select the highest ranking service providers based on the written submissions only.

The Selection Committee will deliberate and prepare a recommended ranking of the qualifications of the Respondents that presented based on the written proposals. The deliberations and ranking recommendation occur at a noticed meeting of the Selection Committee. The final ranking will be submitted to the City Council as a recommendation only. The City Council has the right to accept, reject, or modify the recommendation as it deems in the best interests of the City of Cocoa. The City Council will render, at its sole and absolute discretion, the final decision on the ranking received from the Selection Committee and the award of any and all contracts

under this RFQ. The City Council's decision shall constitute the final decision of the City of Cocoa regarding this RFQ.

SECTION V

EVALUATION PROCEDURE

It is the intent of the City that all construction firms responding to this RFQ who meet the requirements contained in this RFQ shall be ranked, at the City's sole and absolute discretion, in accordance with the criteria and factors established in these documents. The City will consider all responsive and responsible responses received in its evaluation and award process.

EVALUATION FACTORS

The City's evaluation factors will include consideration of, but will not be limited to the following:

	Description	Page Limit	Weighting
1	Firm's Qualifications and Experience	3	30%
2	Proposed Team Members Experience and Training	4	30%
3	Reference Projects	5	30%
4	Owner/Client References	1	10%

OTHER APPLICABLE MANDATORY CRITERIA

The following represent additional mandatory criteria (See Section VIII Affidavit):

1) The contractor is a licensed business entity in Florida and said license is in good standing.
2) The contractor has no legal or professional conflict of interest with regard to any other work performed by the firm for the City of Cocoa or for any other person or entity or with respect to the scope of services required by this RFQ.
3) The contractor adheres to the instructions and requirements in this RFQ in preparing and submitting the response including, but not limited to the Anti-Lobbying provision.

EACH RESPONDENT SHALL BE REQUIRED TO ADDRESS EACH OF THE EVALUATION FACTORS (#1 THROUGH #4) IN THE ORDER LISTED ABOVE AND THE OTHER APPLICABLE MANDATORY CRITERIA IN WRITING AS PART OF THE RFQ SUBMITTAL PACKAGE. IF ANY OF THE FACTORS OR CRITERIA IS NOT APPLICABLE, THE RESPONDENT IS INSTRUCTED TO WRITE "NOT APPLICABLE" AS AN ANSWER.

SECTION VI

The firm shall provide a minimum of three (3) business related references for which they are currently providing, or have provided within the last seven (7) years, services similar to the scope of services required by this RFQ.

1. Company Name_____
   Contact Name and Title_____
   Address _____
   Phone Number _____
   Duration of Contract or business relationship_____

2. Company Name_____
   Contact Name and Title_____
   Address _____
   Phone Number _____
   Duration of Contract or business relationship_____

3. Company Name_____
   Contact Name and Title_____
   Address _____
   Phone Number _____
   Duration of Contract or business relationship_____

SECTION VII
NOT APPLICABLE

SECTION VIII

AFFIDAVIT OF OTHER APPLICABLE MANDATORY CRITERIA

STATE OF _____
CITY OF _____

BEFORE ME**,** the undersigned authority, this day personally appeared _____, who, after first being duly sworn, upon oath, deposes and says:

1. My name is _____ and I am over the age of eighteen (18) years.
2. I have personal knowledge of the facts contained in this Affidavit, and I know these facts to be true and correct.
3. I currently serve in the position of _____ for _____ (hereinafter "Respondent") and have been employed by Respondent since _____.
4. I am familiar with the current professional licensing status of Respondent.
5. I have assisted in preparing the Respondent's response to the City of Cocoa RFQ for Marine Construction Services and I am familiar with the contents of said response.
6. I am also familiar with the other applicable mandatory criteria listed in Section V of the City of Cocoa RFQ for Marine Construction Services; and
7. Based on my personal knowledge and belief, I state as follows:

A. Respondent is duly licensed to practice in the State of Florida, and said license is in good standing with the State of Florida;

B. There are no legal or professional conflicts of interest with regard to any work performed by the Respondent for the City of Cocoa or any other person or entity, or with respect to the scope of services required by the City of Cocoa RFQ for Marine Construction Services; and

C. The Respondent adhered to the instructions set forth in the City of Cocoa RFQ for Marine Construction Services in preparing and submitting the Respondent's response including, but not limited to the Anti-Lobbying provision.

FURTHER AFFIANT SAYETH NAUGHT.

_____

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me this ____ day of _____, 20___ by _____[ ] who is personally known to me, or [ ] who has produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this _____ day of _____, 20___.

_____
NOTARY PUBLIC
Print Name:

_____
My Commission Expires:

Scrutinized Company Certification

This certification is required pursuant to Florida State Statute 287.135, 287.012 and 215.473.

As of July 1, 2011, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1 million or more.

THIS CERTIFICATION FORM MUST BE COMPLETED AND INCLUDED IN YOUR BID RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

The Vendor, by virtue of the signature below, certifies that:

a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
b. The Vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the CITY in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

_____
(Authorized Signature)

_____
(Printed Name and Marine Construction)

_____
(Name of Vendor)

STATE OF _____, COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ (name of person whose signature is being notarized) as _____ (Marine Construction) of _____ (Name of Vendor), known to me to be the person described herein, or who produced _____ (type of identification) as identification, and who did/did not take an oath.

NOTARY PUBLIC:

_____ State of _____ at Large (Seal)
(Signature)

_____ my commission expires: _____

(Print Name)

Scrutinized Company Provisions

SCRUTINIZED COMPANIES: Section 287.135, Florida Statutes prohibits agencies from contracting with companies for goods or services of $1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List may not bid on, submit a proposal for, or enter into a contract with an agency or local government entity for goods or services of $1 million or more.

Pursuant to Chapter 215.473, Florida Statutes, the Florida State Board of Administration is charged with maintaining a complete list of scrutinized companies. Scrutinized companies are judged according to whether they meet the following criteria:
Sudan:
1. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
2. Have a material business relationship involving the supply of military equipment, or
3. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
4. Have been complicit in the genocidal campaign in Darfur.

Iran:
1. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
2. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.

The SBA is not responsible for compliance with Chapter 287.135, Florida Statutes. The SBA's responsibilities are solely focused on the Protecting Florida's investments Act and Chapter 215.473 as it related to the identification of the "Scrutinized Companies" that have prohibited business operations in Sudan or Iran.

List is found at:
http://www.sbafla.com/fsb/Home/ProtectingFloridasInvestmentAct/tabid/751/Default.aspx then click on the "Other Links" to the List

or

http://www.sbafla.com/fsb/LinkClick.aspx?fileticket=iePW9X713-E%3D&tabid=751&mid=2409

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to who this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded,** as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agree by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause Marine Construction "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agree by submitting this proposal that it will include this clause Marine Construction Services "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause.

The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant:	Date:
Signature of Authorized Certifying Official:	Marine Construction:

END

Approved by Council
6/12/2018 Item V.2

Term: 07/05/2018 - 07/04/2021

1st Renewal Option 7/5/21 - 7/4/22
2nd Renewal Option 7/5/22 - 7/4/23

CONTINUING SERVICES AGREEMENT
FOR MARINE CONSTRUCTION SERVICES AGREEMENT

THIS CONTINUING SERVICES AGREEMENT ("Agreement") is made and entered into this 5th day of July 2018, by and between the **City of Cocoa,** a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **RUSH Marine, LLC,** a Florida Limited Liability Company ("Contractor"), whose principal address 6285 Riverfront Center Boulevard, Titusville, Florida 32780.

WITNESSETH:

WHEREAS, City desires to obtain specialized marine construction services and related services on facilities and property owned or operated by the City, from time to time, on a project or task based basis subject to deadlines mutually agreed to by the parties; and

WHEREAS, the City issued its Request for Qualifications, RFQ #Q-18-15-COC on April 23, 2018, to solicit submissions of qualified respondents for the City's desired marine construction services; and

WHEREAS, Contractor participated in the selection and negotiation process; and

WHEREAS, Contractor is willing to provide such marine construction services to the City under the terms and conditions stated herein; and

WHEREAS, the City is willing to place Contractor on its list of pre-approved marine construction contractors for the potential of providing marine construction services to the City in the future; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term of this Agreement for two (2) additional one (1) year terms. Any such extension shall only be by written amendment to this Agreement executed by both parties hereto.

1.2 The terms and conditions of any Task Order, as described in Section 2.0 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

1.3 Definitions. The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Continuing Services Agreement, as may be amended from time to time, which shall constitute authorization for the Contractor to provide the marine construction services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

b. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.

c. "Contractor" shall mean RUSH Marine, LLC, a Florida Limited Liability Company, and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Chapter 119, Florida Statutes.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Contractor or Contractor's independent contractors and subcontractors which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, or any other actual and direct expenses the City agrees to reimburse by Task Order.

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the work agreed to by the parties in a Task Order.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in Section 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in Section 3.0 herein, which sets forth the Work to be performed by Contractor under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of Contractor to perform marine construction services on a "task" basis. The City will communicate with Contractor, verbally or in writing, a general description of the task to be performed. If a site visit by the Contractor is needed to generate the scope of document, the Contractor shall request approval prior to visiting the site. The Contractor will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed-Budget or Lump Sum Fee to accomplish the task, and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the Lump Sum Fee shall consist of a list of major tasks and sub-tasks as well as a breakdown as to the anticipated hours for all work to be performed. The Task Proposal shall include a detailed breakdown of hourly rates and fees for all Contractor work. The Task Proposal shall include names and dollar value of work provided by sub-contractors. The City reserves the right, at its discretion, to consider the Task Proposal as part of a formal or

informal competitive bid process before approving or disapproving any Task Proposal. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement.

The City will review the Task Proposal, along with any other task proposals submitted to the City for the proposed by other contractors, and if the description, cost and other details of the Task Proposal are deemed by the City to be in the City's best interests, the parties will enter into a mutually agreeable written "Task Order." The Scope of Services generally to be provided by the Contractor through a Task Order may include a variety of specialized marine services. Services to be provided will include, but are not limited to, the services described in the Scope of Services in the attached **Exhibit "A."** The Contractor shall appoint one of its employees as the key contact for the project and the related Task Proposal.

The City will issue a notice to proceed to the Contractor in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the Contractor shall perform the services set forth in the Task Order.

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other marine construction services firms to provide professional marine construction services. The City does not guarantee that work will be assigned to the Contractor under this Agreement. The Contractor and other selected marine construction services providers shall be notified of and compete for work tasks associated with maintenance activities as well as for construction of elements of the City's future Riverfront Master Plan.

2.3 Individual construction projects under this Agreement shall not exceed $2 Million.

3.0 CHANGES IN THE SCOPE OF WORK

3.1 The City may make changes in the Services at any time by giving written notice to Contractor. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and Contractor will negotiate any change in total cost or schedule modifications. If the City and the Contractor approve any change, the Task Order will be modified in writing to reflect the changes; and Contractor shall be compensated for said services in accordance with the terms of Section 5.0 herein. All change orders shall be authorized in writing by City's and Contractor's designated representative.

3.2 All of City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

4.0 SCHEDULE

4.1 Contractor shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. Contractor shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a weekly basis or as otherwise reasonably requested by the City. Should Contractor fall behind the agreed upon

schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

4.2 No extension for completion of services shall be granted to Contractor without City's prior written consent, except as provided in Sections 3.1 and 19.1 herein.

4.3 Any cost caused by defective or ill-timed services shall be borne by the party responsible therefore.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONTRACTOR

5.1 General Services. For basic and additional Services performed by Contractor's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Contractor an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

5.2 Witness Services. For witness or expert services rendered by Contractor's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the Contractor or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order.

5.3 Reimbursable Expenses. In addition to payments provided in paragraphs 5.1 and 5.2 above, City agrees to pay Contractor the actual cost of all Reimbursable Expenses incurred in connection with any Task Order.

5.4 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with inefficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Contractor.

5.5 Additional fees not allowable. The Parties agree that the Services required are adequately described herein and shall be adequately described in all Task Orders. This Agreement includes, and all Task Orders must include, the entire effort required of the Contractor to provide the Services described. Thus, no additional fees shall be allowed for any additional services performed for any reasons whatsoever except those directly attributable to the City's errors or omissions. No out-of-scope Services or expenses shall be provided in the absence of prior, written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the Agreement. Additionally, the City shall not pay a retainer or similar fee.

5.6 Local Government Prompt Payment Act. The City shall make payments due

and payable in accordance with the Local Government Prompt Payment Act, Section 218.70 et seq., Florida Statutes. The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using City department.

5.7 Errors and Deficiencies. Contractor shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Contractor's services provided under this Agreement.

5.8 Payment Offsets. To the extent that Contractor owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Contractor for any money owed to the City by Contractor.

5.9 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Contractor shall remain liable to the City in accordance with applicable law for all damages to the City caused by Contractor's performance of any services provided under this Agreement.

5.10 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Contractor, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Contractor shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. Contractor's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

5.11 Acceptance of Payment. Acceptance of final payment by the Contractor for a specific Task Order shall constitute a release of all claims for payment which the Contractor may have against the City for that Task Order unless such claims are specifically reserved in writing and transmitted to the City by the Contractor prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against the Contractor or to any remedies the City may pursue with respect to such claims.

5.12 Payment Adjustments. It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Contractor, the Contractor agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Contractor for any claims relating to the validity of a finding by the City of overpayment.

5.13 Partial Payments. Payment made to the Contractor shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. The City retains the right to pay only that percentage of the total contract amount that equals the

same percentage that work completed bears to the total amount of work required to be performed under this Agreement. If the City objects to all or any portion of any invoice, it shall notify the Contractor of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

5.14 Invoices to include City Purchase Order Number. All invoices shall clearly indicate the city purchase order number.

5.15 Invoices to be sent to Accounts Payable. All invoices shall be directed to the Accounts Payable Section, City of Cocoa, 65 Stone St., Cocoa, FL 32922, with a copy directed to the City department using the services.

6.0 RIGHT TO INSPECTION

6.1 City or its affiliates shall at all times have the right to review or observe the Services performed by Contractor.

6.2 No inspection, review, or observation shall relieve Contractor of its responsibility under this Agreement.

7.0 PROGRESS MEETING

7.1 City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. Contractor's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

8.0 SAFETY

8.1 Contractor shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, resident project representatives (and assistants) while performing Services provided hereunder.

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, City shall grant Contractor reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

10.1 Liability Amounts. During the term of this Agreement, Contractor shall be responsible for providing the types of insurance and limits of liability as set forth below.

a. General Liability. The Contractor shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000.00 as the combined single limit for each occurrence, with a deductible no greater than $5,000.00 unless a higher deductible is pre-approved by the City Manager, to protect the Contractor from claims of property damages and personal injury which may arise from any Services performed under this Agreement, whether such Services are performed by the Contractor or by anyone directly employed by or contracting with the Contractor.

b. Automobile Liability. The Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000.00 combined single limit bodily injury and minimum $50,000.00 property damage as the combined single limit for each occurrence to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

c. Environmental Impairment Insurance Minimum Requirements. To the extent applicable to the Contractor, the Contractor shall maintain Environmental Impairment Insurance or "Pollution Insurance" if the Contractor may provide excavation or construction type services and will be locating portable fuel or lubricant storage tanks at the job site or will be storing or using hazardous chemicals on the job site, with a limit of not less than $1,000,000.00 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun.

Contractor shall work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemicals being brought onto City property as required by the City's Safety and Loss Control Program.

d. Workers' Compensation. The Contractor shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

e. Federal Longshore and Harbor Workers' Compensation Act, and Jones Act. To the extent applicable to the Contractor, the Contractor shall maintain coverage in accordance with both the federal Longshore and Harbor Worker's Compensation Act (LHWCA), and the federal Jones Act, on behalf of all employees who are to provide a service under this Agreement. Longshore and Harbor Worker's Compensation Act coverage addresses and includes all personnel subject to the provisions of the U.S. Longshore and Harbor Worker's Compensation Act. Contractor shall provide USH&L (U.S. Longshore and Harbor Worker's Compensation Act) insurance as is applicable. Jones Act insurance addresses and includes all personnel subject to the provisions of the federal Jones Act. Contractor shall provide such insurance coverage as is applicable. It is the responsibility of the Contractor to ensure that appropriate coverage and limits

of insurance are purchased to provide for all personnel subject to these acts and shall carry coverage in accordance with statutory limits.

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. All Certificates of Insurance shall be approved by the City prior to the commencement of any work. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City prior to the renewal, non-renewal, cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in section 10.1.a., l0.l.b and l0.l.c herein, as its interest may appear, from time to time.**

10.3 Subcontractors. All subcontractors employed by Contractor to perform any services hereunder shall fully comply with the insurance provisions contained in this paragraph.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

11.1 Contractor shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Services under this Agreement.

12.0 REPRESENTATIONS

12.1 Contractor represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound marine construction practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Contractor shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Contractor's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Contractor shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of subcontractors or consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Contractor's designated representative shall have the authority to act on Contractor's behalf with respect to the Services. In addition, Contractor's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Contractor shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Contractor's professional judgment with respect to the Services. The Contractor shall review laws, codes, and regulations applicable to Contractor's Services. The Contractor's services and design shall comply with all applicable requirements imposed by all public authorities. The Contractor represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Contractor shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City

under this Agreement. Unless this Agreement is terminated by the City, or terminated by Contractor for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to Section 2.2 herein, Contractor shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Contractor represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal top complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

12.2 Contractor represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

13.0 GUARANTEE AGAINST INFRINGEMENT

13.1 Contractor guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, Contractor shall indemnify, hold harmless, and defend City, its officers, directors, employees, agents assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, Services, or other item provided under this Agreement. Notwithstanding the foregoing, Contractor may elect to provide non-infringing services.

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Contractor agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Contractor related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Contractor. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Contractor are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE

PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

Contractor is required to and agrees to comply with public records laws. Contractor shall keep and maintain all public records required by the City to perform the services as agreed to herein. Contractor shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Contractor shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Contractor of the request and the Contractor shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Contractor does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Contractor acknowledges that if the Contractor does not provide the public records to the City within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes. The Contractor acknowledges that if a civil action is filed against the Contractor to compel production of public records relating to this Agreement, the court may assess and award against Contractor the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Contractor, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Contractor to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Contractor fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Contractor's failure to comply with this Section, the City shall collect from Contractor prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Contractor. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Contractor's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

14.2 Reuse of Documents. All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Contractor

and its independent contractors or subcontractors pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at any time. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Contractor, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Contractor.

15.0 ASSIGNMENT

15.1 Contractor shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City. Any subcontractors employed by Contractor for any Work required under this Agreement shall require prior written approval from the City. Any attempt to assign or subcontract the responsibilities and payments under this Agreement without the express prior written consent of the City shall be grounds for termination of the Agreement.

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

15.3 If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Contractor, which shall take immediate steps to remedy the situation.

15.4 If any part of this Agreement is subcontracted by Contractor, prior to the commencement of any Work by the subcontractor, Contractor shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth by the City.

16.0 INDEPENDENT CONTRACTOR

16.1 At all times during the term of this Agreement, Contractor, and any approved sub-contractors, shall be considered an independent contractor(s) and not an employee(s) of the City.

17.0 DEFAULT BY CONTRACTOR AND CITY'S REMEDIES

17.1 In addition to the City's right to terminate this Agreement for convenience under Section 18.0 of this Agreement, the City also reserves the right to revoke and terminate this Agreement for a default and rescind or suspend all rights and privileges associated with this Agreement, without penalty, based on a default including, but not limited to, any of the following circumstances, each of which shall represent a default and breach of this Agreement:

a. Contractor defaults in the performance of any material convenient or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written

notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Contractor shall have such time as is reasonably necessary to remedy the default, provided the Contractor promptly takes and diligently pursues such actions as are necessary therefor.

b. Contractor is adjudicated bankrupt or makes any assignment for the benefit of its creditors or Contractor becomes insolvent, or is unable or unwilling to pay its debts.

c. Contractor has acted grossly negligent, as defined by general and applicable law, in performing the services hereunder.

d. Contractor has committed any act of fraud upon or any unlawful act against the City or another party.

e. Contractor has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

f. Notwithstanding the aforementioned, in the event of a default by Contractor, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, the City reserves the right, in its best interest as determined by the City, to terminate the Agreement, without penalty, for convenience by providing the Contractor with thirty (30) days' written notice thereof.

18.2 In addition, the City shall have the right to terminate this Agreement, without penalty, if: (a) Contractor is in default pursuant to Section 17.0; (b) Contractor fails to comply with any condition or provision of this Agreement; or (c) Contractor is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy City may have under this Agreement.

18.3 In the event of termination of this Agreement, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work completed to the satisfaction of the City prior to the effective date of termination. The City may, upon written notice to the Contractor, terminate the right of the Contractor to proceed under the Agreement, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of termination, any completed Services performed by the Contractor under the Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the

Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

19.0 FORCE MAJEURE

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

20.0 TRADE SECRETS

20.1 Contractor should not send or provide trade secrets to the City. If, however, trade secrets are claimed by Contractors, they will not be considered as trade secrets until the City is presented with the alleged trade secrets together with proof that they are legally trade secrets. The City will then determine whether it agrees and consents that they are in fact trade secrets. If Contractors fails to submit a claim of trade secrets to the City before obtaining the City's agreement, any subsequently-claimed trade secrets will be treated as public records and will be provided to any person or entity making a public records request for the information.

21.0 GOVERNING LAW & VENUE

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

22.0 HEADINGS

22.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

23.0 SEVERABILITY

23.1 In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise by fully enforceable.

24.0 WAIVER AND ELECTION OF REMEDIES

24.1 Waiver by either party of any term, condition or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

24.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

25.0 THIRD PARTY RIGHTS

25.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Contractor.

26.0 PROHIBITION AGAINST CONTINGENT FEES

26.1 Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

27.0 ENTIRE AGREEMENT

27.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Contractor with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

28.0 NO JOINT VENTURE

28.1 Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

29.0 ATTORNEY'S FEES

29.1 Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees, whether at settlement, trial or on appeal.

30.0 COUNTERPARTS

30.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

31.0 DRAFTING

31.1 City and Contractor each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

32.0 NOTICE

32.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Contractor:

RUSH Marine, LLC
Attention: Anthony Landry
6285 Riverfront Center Blvd.
Titusville, Florida 32780
Phone: 321-267-8100
Fax: 321-267-9944

For City:

City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, Florida 32922
Phone: 321-433-8688
Fax: 321-433-8698

32.2 Either party may change the notice address by providing the other party written notice of the change.

33.0 SOVEREIGN IMMUNITY.

33.1 The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Contractor agrees

that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

34.0 CORPORATE REPRESENTATIONS BY CONTRACTOR

34.1 Contractor hereby represents and warrants to the City the following:

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

b. The undersigned representative of Contractor has the power, authority, and legal right to execute and deliver this Agreement on behalf of Contractor.

35.0 INDEMNIFICATION

35.1 Contractor shall defend, indemnify and hold the City, its officers, agents, officials, representatives, employees, volunteers, and city attorneys (individually and in their official capacity) (hereinafter the "City"), harmless from any and all liability, loss, damages, expenses, injuries (including death), costs, claims or actions, of any type, including, but not limited to, reasonable attorney's fees in any legal proceeding through trial or appeal, which the City may hereafter sustain, incur or be required to pay, arising out of or resulting from any acts, errors or omissions of the Contractor, its agents, vendors, contractors, subcontractors, representatives, servants, or employees and persons utilized by the Contractor in the execution, performance, or nonperformance or failure to adequately perform Contractor's obligations pursuant to this Agreement, or for breach of, this Agreement or any Task Order or any subsequent amendments thereto.

The indemnification provided above shall obligate the Contractor to defend at its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its officers, employees, and city attorneys which may covered by this indemnification. In all events the City and its officers, employees, and city attorneys shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein.

35.2 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor expresses its willingness to enter into this Agreement with the

knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Contractor to the City's complete satisfaction, and in no case shall exceed the amount provided in Section 33.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

36.0 BONDS.

36.1 To the extent deemed necessary and required by the City or by law, Contractor shall supply a materials, performance and payment bond(s) in form approved by the City's City Attorney and in accordance with Florida law and in an amount specified in any Task Order.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:

CITY OF COCOA, FLORIDA

By: _____
Henry U. Parrish, III, Mayor

ATTEST:

By: _____
Carie Shealy, City Clerk

SEAL

CONTRACTOR:

RUSH MARINE, LLC

By: _____

Print Name/Title: Anthony LANDRY / President

EXHIBIT "A"

SCOPE OF SERVICES

MARINE CONSTRUCTION SERVICES AGREEMENT

The Scope of Services to be provided will include, but is not limited to, the following tasks and certain specific projects:

- Routine shoreline debris removal as needed
- Emergency Shoreline cleanup after storm event
- Shoreline restoration including placing Geotextile fabric, installation of filter and armoring stone
- Installation and maintenance of Living Shorelines
- Marine Dock Construction (Timber, Concrete, other)
- Dock Repair and Reconstruction
- Bulkhead and Seawall Repair and Construction
- Underwater inspection of marine structures
- Above-water inspection of marine structures
- Dredging, removal and disposal of underwater spoil and debris
- Derelict Vessel removal and storage
- Installation of Turbidity Measures and emergency spill response
- Associated environmental permitting and survey service

Approved by Council
06/12/2018 Item V.2

Term: 06/28/18 - 6/27/21

1st Renewal Option 6/28/21 - 6/27/22
2nd Renewal Option 6/28/22 - 6/27/23

CONTINUING SERVICES AGREEMENT
FOR MARINE CONSTRUCTION SERVICES AGREEMENT

THIS CONTINUING SERVICES AGREEMENT ("Agreement") is made and entered into this 28th day of June 2018, by and between the **City of Cocoa,** a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **TSI Disaster Recovery, LLC**, a Florida Limited Liability Company ("Contractor"), whose principal address 1311 Indiana Avenue, Saint Cloud, Florida 34769.

WITNESSETH:

WHEREAS, City desires to obtain specialized marine construction services and related services on facilities and property owned or operated by the City, from time to time, on a project or task based basis subject to deadlines mutually agreed to by the parties; and

WHEREAS, the City issued its Request for Qualifications, RFQ #Q-18-15-COC on April 23, 2018, to solicit submissions of qualified respondents for the City's desired marine construction services; and

WHEREAS, Contractor participated in the selection and negotiation process; and

WHEREAS, Contractor is willing to provide such marine construction services to the City under the terms and conditions stated herein; and

WHEREAS, the City is willing to place Contractor on its list of pre-approved marine construction contractors for the potential of providing marine construction services to the City in the future; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term of this Agreement for two (2) additional one (1) year terms. Any such extension shall only be by written amendment to this Agreement executed by both parties hereto.

1.2 The terms and conditions of any Task Order, as described in Section 2.0 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

1.3 Definitions. The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Continuing Services Agreement, as may be amended from time to time, which shall constitute authorization for the Contractor to provide the marine construction services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

b. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.

c. "Contractor" shall mean TSI Disaster Recovery, LLC, a Florida Limited Liability Company, and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Chapter 119, Florida Statutes.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Contractor or Contractor's independent contractors and subcontractors which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, or any other actual and direct expenses the City agrees to reimburse by Task Order.

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the work agreed to by the parties in a Task Order.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in Section 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in Section 3.0 herein, which sets forth the Work to be performed by Contractor under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of Contractor to perform marine construction services on a "task" basis. The City will communicate with Contractor, verbally or in writing, a general description of the task to be performed. If a site visit by the Contractor is needed to generate the scope of document, the Contractor shall request approval prior to visiting the site. The Contractor will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed-Budget or Lump Sum Fee to accomplish the task, and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the Lump Sum Fee shall consist of a list of major tasks and sub-tasks as well as a breakdown as to the anticipated hours for all work to be performed. The Task Proposal shall include a detailed breakdown of hourly rates and fees for all Contractor work. The Task Proposal shall include names and dollar value of work provided by sub-contractors. The City reserves the right, at its discretion, to consider the Task Proposal as part of a formal or

informal competitive bid process before approving or disapproving any Task Proposal. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement.

The City will review the Task Proposal, along with any other task proposals submitted to the City for the proposed by other contractors, and if the description, cost and other details of the Task Proposal are deemed by the City to be in the City's best interests, the parties will enter into a mutually agreeable written "Task Order." The Scope of Services generally to be provided by the Contractor through a Task Order may include a variety of specialized marine services. Services to be provided will include, but are not limited to, the services described in the Scope of Services in the attached **Exhibit "A."** The Contractor shall appoint one of its employees as the key contact for the project and the related Task Proposal.

The City will issue a notice to proceed to the Contractor in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the Contractor shall perform the services set forth in the Task Order.

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other marine construction services firms to provide professional marine construction services. The City does not guarantee that work will be assigned to the Contractor under this Agreement. The Contractor and other selected marine construction services providers shall be notified of and compete for work tasks associated with maintenance activities as well as for construction of elements of the City's future Riverfront Master Plan.

2.3 Individual construction projects under this Agreement shall not exceed $2 Million.

3.0 CHANGES IN THE SCOPE OF WORK

3.1 The City may make changes in the Services at any time by giving written notice to Contractor. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and Contractor will negotiate any change in total cost or schedule modifications. If the City and the Contractor approve any change, the Task Order will be modified in writing to reflect the changes; and Contractor shall be compensated for said services in accordance with the terms of Section 5.0 herein. All change orders shall be authorized in writing by City's and Contractor's designated representative.

3.2 All of City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

4.0 SCHEDULE

4.1 Contractor shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. Contractor shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a weekly basis or as otherwise reasonably requested by the City. Should Contractor fall behind the agreed upon

schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

4.2 No extension for completion of services shall be granted to Contractor without City's prior written consent, except as provided in Sections 3.1 and 19.1 herein.

4.3 Any cost caused by defective or ill-timed services shall be borne by the party responsible therefore.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONTRACTOR

5.1 General Services. For basic and additional Services performed by Contractor's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Contractor an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

5.2 Witness Services. For witness or expert services rendered by Contractor's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the Contractor or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order.

5.3 Reimbursable Expenses. In addition to payments provided in paragraphs 5.1 and 5.2 above, City agrees to pay Contractor the actual cost of all Reimbursable Expenses incurred in connection with any Task Order.

5.4 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with inefficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Contractor.

5.5 Additional fees not allowable. The Parties agree that the Services required are adequately described herein and shall be adequately described in all Task Orders. This Agreement includes, and all Task Orders must include, the entire effort required of the Contractor to provide the Services described. Thus, no additional fees shall be allowed for any additional services performed for any reasons whatsoever except those directly attributable to the City's errors or omissions. No out-of-scope Services or expenses shall be provided in the absence of prior, written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the Agreement. Additionally, the City shall not pay a retainer or similar fee.

5.6 Local Government Prompt Payment Act. The City shall make payments due

and payable in accordance with the Local Government Prompt Payment Act, Section 218.70 et seq., Florida Statutes. The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using City department.

5.7 Errors and Deficiencies. Contractor shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Contractor's services provided under this Agreement.

5.8 Payment Offsets. To the extent that Contractor owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Contractor for any money owed to the City by Contractor.

5.9 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Contractor shall remain liable to the City in accordance with applicable law for all damages to the City caused by Contractor's performance of any services provided under this Agreement.

5.10 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Contractor, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Contractor shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. Contractor's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

5.11 Acceptance of Payment. Acceptance of final payment by the Contractor for a specific Task Order shall constitute a release of all claims for payment which the Contractor may have against the City for that Task Order unless such claims are specifically reserved in writing and transmitted to the City by the Contractor prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against the Contractor or to any remedies the City may pursue with respect to such claims.

5.12 Payment Adjustments. It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Contractor, the Contractor agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Contractor for any claims relating to the validity of a finding by the City of overpayment.

5.13 Partial Payments. Payment made to the Contractor shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. The City retains the right to pay only that percentage of the total contract amount that equals the

same percentage that work completed bears to the total amount of work required to be performed under this Agreement. If the City objects to all or any portion of any invoice, it shall notify the Contractor of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

5.14 Invoices to include City Purchase Order Number. All invoices shall clearly indicate the city purchase order number.

5.15 Invoices to be sent to Accounts Payable. All invoices shall be directed to the Accounts Payable Section, City of Cocoa, 65 Stone St., Cocoa, FL 32922, with a copy directed to the City department using the services.

6.0 RIGHT TO INSPECTION

6.1 City or its affiliates shall at all times have the right to review or observe the Services performed by Contractor.

6.2 No inspection, review, or observation shall relieve Contractor of its responsibility under this Agreement.

7.0 PROGRESS MEETING

7.1 City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. Contractor's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

8.0 SAFETY

8.1 Contractor shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, resident project representatives (and assistants) while performing Services provided hereunder.

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, City shall grant Contractor reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

10.1 Liability Amounts. During the term of this Agreement, Contractor shall be responsible for providing the types of insurance and limits of liability as set forth below.

a. General Liability. The Contractor shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000.00 as the combined single limit for each occurrence, with a deductible no greater than $5,000.00 unless a higher deductible is pre-approved by the City Manager, to protect the Contractor from claims of property damages and personal injury which may arise from any Services performed under this Agreement, whether such Services are performed by the Contractor or by anyone directly employed by or contracting with the Contractor.

b. Automobile Liability. The Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000.00 combined single limit bodily injury and minimum $50,000.00 property damage as the combined single limit for each occurrence to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

c. Environmental Impairment Insurance Minimum Requirements. To the extent applicable to the Contractor, the Contractor shall maintain Environmental Impairment Insurance or "Pollution Insurance" if the Contractor may provide excavation or construction type services and will be locating portable fuel or lubricant storage tanks at the job site or will be storing or using hazardous chemicals on the job site, with a limit of not less than $1,000,000.00 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun.

Contractor shall work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemicals being brought onto City property as required by the City's Safety and Loss Control Program.

d. Workers' Compensation. The Contractor shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

e. Federal Longshore and Harbor Workers' Compensation Act, and Jones Act. To the extent applicable to the Contractor, the Contractor shall maintain coverage in accordance with both the federal Longshore and Harbor Worker's Compensation Act (LHWCA), and the federal Jones Act, on behalf of all employees who are to provide a service under this Agreement. Longshore and Harbor Worker's Compensation Act coverage addresses and includes all personnel subject to the provisions of the U.S. Longshore and Harbor Worker's Compensation Act. Contractor shall provide USH&L (U.S. Longshore and Harbor Worker's Compensation Act) insurance as is applicable. Jones Act insurance addresses and includes all personnel subject to the provisions of the federal Jones Act. Contractor shall provide such insurance coverage as is applicable. It is the responsibility of the Contractor to ensure that appropriate coverage and limits

of insurance are purchased to provide for all personnel subject to these acts and shall carry coverage in accordance with statutory limits.

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. All Certificates of Insurance shall be approved by the City prior to the commencement of any work. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City prior to the renewal, non-renewal, cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in section 10.1.a., l0.l.b and l0.l.c herein, as its interest may appear, from time to time.**

10.3 Subcontractors. All subcontractors employed by Contractor to perform any services hereunder shall fully comply with the insurance provisions contained in this paragraph.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

11.1 Contractor shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Services under this Agreement.

12.0 REPRESENTATIONS

12.1 Contractor represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound marine construction practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Contractor shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Contractor's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Contractor shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of subcontractors or consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Contractor's designated representative shall have the authority to act on Contractor's behalf with respect to the Services. In addition, Contractor's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Contractor shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Contractor's professional judgment with respect to the Services. The Contractor shall review laws, codes, and regulations applicable to Contractor's Services. The Contractor's services and design shall comply with all applicable requirements imposed by all public authorities. The Contractor represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Contractor shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City

under this Agreement. Unless this Agreement is terminated by the City, or terminated by Contractor for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to Section 2.2 herein, Contractor shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Contractor represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal top complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

12.2 Contractor represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

13.0 GUARANTEE AGAINST INFRINGEMENT

13.1 Contractor guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, Contractor shall indemnify, hold harmless, and defend City, its officers, directors, employees, agents assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, Services, or other item provided under this Agreement. Notwithstanding the foregoing, Contractor may elect to provide non-infringing services.

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Contractor agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Contractor related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Contractor. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Contractor are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE

PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

Contractor is required to and agrees to comply with public records laws. Contractor shall keep and maintain all public records required by the City to perform the services as agreed to herein. Contractor shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Contractor shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Contractor of the request and the Contractor shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Contractor does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Contractor acknowledges that if the Contractor does not provide the public records to the City within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes. The Contractor acknowledges that if a civil action is filed against the Contractor to compel production of public records relating to this Agreement, the court may assess and award against Contractor the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Contractor, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Contractor to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Contractor fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Contractor's failure to comply with this Section, the City shall collect from Contractor prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Contractor. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Contractor's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

14.2 Reuse of Documents. All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Contractor

and its independent contractors or subcontractors pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at any time. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Contractor, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Contractor.

15.0 ASSIGNMENT

15.1 Contractor shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City. Any subcontractors employed by Contractor for any Work required under this Agreement shall require prior written approval from the City. Any attempt to assign or subcontract the responsibilities and payments under this Agreement without the express prior written consent of the City shall be grounds for termination of the Agreement.

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

15.3 If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Contractor, which shall take immediate steps to remedy the situation.

15.4 If any part of this Agreement is subcontracted by Contractor, prior to the commencement of any Work by the subcontractor, Contractor shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth by the City.

16.0 INDEPENDENT CONTRACTOR

16.1 At all times during the term of this Agreement, Contractor, and any approved sub-contractors, shall be considered an independent contractor(s) and not an employee(s) of the City.

17.0 DEFAULT BY CONTRACTOR AND CITY'S REMEDIES

17.1 In addition to the City's right to terminate this Agreement for convenience under Section 18.0 of this Agreement, the City also reserves the right to revoke and terminate this Agreement for a default and rescind or suspend all rights and privileges associated with this Agreement, without penalty, based on a default including, but not limited to, any of the following circumstances, each of which shall represent a default and breach of this Agreement:

a. Contractor defaults in the performance of any material convenient or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written

notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Contractor shall have such time as is reasonably necessary to remedy the default, provided the Contractor promptly takes and diligently pursues such actions as are necessary therefor.

b. Contractor is adjudicated bankrupt or makes any assignment for the benefit of its creditors or Contractor becomes insolvent, or is unable or unwilling to pay its debts.

c. Contractor has acted grossly negligent, as defined by general and applicable law, in performing the services hereunder.

d. Contractor has committed any act of fraud upon or any unlawful act against the City or another party.

e. Contractor has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

f. Notwithstanding the aforementioned, in the event of a default by Contractor, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, the City reserves the right, in its best interest as determined by the City, to terminate the Agreement, without penalty, for convenience by providing the Contractor with thirty (30) days' written notice thereof.

18.2 In addition, the City shall have the right to terminate this Agreement, without penalty, if: (a) Contractor is in default pursuant to Section 17.0; (b) Contractor fails to comply with any condition or provision of this Agreement; or (c) Contractor is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy City may have under this Agreement.

18.3 In the event of termination of this Agreement, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work completed to the satisfaction of the City prior to the effective date of termination. The City may, upon written notice to the Contractor, terminate the right of the Contractor to proceed under the Agreement, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of termination, any completed Services performed by the Contractor under the Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the

Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

19.0 FORCE MAJEURE

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

20.0 TRADE SECRETS

20.1 Contractor should not send or provide trade secrets to the City. If, however, trade secrets are claimed by Contractors, they will not be considered as trade secrets until the City is presented with the alleged trade secrets together with proof that they are legally trade secrets. The City will then determine whether it agrees and consents that they are in fact trade secrets. If Contractors fails to submit a claim of trade secrets to the City before obtaining the City's agreement, any subsequently-claimed trade secrets will be treated as public records and will be provided to any person or entity making a public records request for the information.

21.0 GOVERNING LAW & VENUE

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

22.0 HEADINGS

22.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

23.0 SEVERABILITY

23.1 In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise by fully enforceable.

24.0 WAIVER AND ELECTION OF REMEDIES

24.1 Waiver by either party of any term, condition or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

24.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

25.0 THIRD PARTY RIGHTS

25.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Contractor.

26.0 PROHIBITION AGAINST CONTINGENT FEES

26.1 Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

27.0 ENTIRE AGREEMENT

27.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Contractor with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

28.0 NO JOINT VENTURE

28.1 Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

29.0 ATTORNEY'S FEES

29.1 Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees, whether at settlement, trial or on appeal.

30.0 COUNTERPARTS

30.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

31.0 DRAFTING

31.1 City and Contractor each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

32.0 NOTICE

32.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Contractor:

TSI Disaster Recovery, LLC
1311 Indiana Avenue
Saint Cloud, Florida 34769
Attention: Henry Elmore
(407) 891-8005 Phone
( ) - Fax

For City:

City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, Florida 32922
(321) 433-8688 Phone
(321)433-8698 Fax

32.2 Either party may change the notice address by providing the other party written notice of the change.

33.0 SOVEREIGN IMMUNITY.

33.1 The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Contractor agrees

that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

34.0 CORPORATE REPRESENTATIONS BY CONTRACTOR

34.1 Contractor hereby represents and warrants to the City the following:

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

b. The undersigned representative of Contractor has the power, authority, and legal right to execute and deliver this Agreement on behalf of Contractor.

35.0 INDEMNIFICATION

35.1 Contractor shall defend, indemnify and hold the City, its officers, agents, officials, representatives, employees, volunteers, and city attorneys (individually and in their official capacity) (hereinafter the "City"), harmless from any and all liability, loss, damages, expenses, injuries (including death), costs, claims or actions, of any type, including, but not limited to, reasonable attorney's fees in any legal proceeding through trial or appeal, which the City may hereafter sustain, incur or be required to pay, arising out of or resulting from any acts, errors or omissions of the Contractor, its agents, vendors, contractors, subcontractors, representatives, servants, or employees and persons utilized by the Contractor in the execution, performance, or nonperformance or failure to adequately perform Contractor's obligations pursuant to this Agreement, or for breach of, this Agreement or any Task Order or any subsequent amendments thereto.

The indemnification provided above shall obligate the Contractor to defend at its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its officers, employees, and city attorneys which may covered by this indemnification. In all events the City and its officers, employees, and city attorneys shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein.

35.2 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor expresses its willingness to enter into this Agreement with the

knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Contractor to the City's complete satisfaction, and in no case shall exceed the amount provided in Section 33.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

36.0 BONDS.

36.1 To the extent deemed necessary and required by the City or by law, Contractor shall supply a materials, performance and payment bond(s) in form approved by the City's City Attorney and in accordance with Florida law and in an amount specified in any Task Order.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:

CITY OF COCOA, FLORIDA

By: _____
Henry U. Parrish, ~~III~~, Mayor

ATTEST:

By: _____
Carie Stealy, City Clerk

CONTRACTOR:

TSI DISASTER RECOVERY, LLC

By: _____

Print Name/Title: Henry W Elmore, Member

EXHIBIT "A"

SCOPE OF SERVICES

MARINE CONSTRUCTION SERVICES AGREEMENT

The Scope of Services to be provided will include, but is not limited to, the following tasks and certain specific projects:

- Routine shoreline debris removal as needed
- Emergency Shoreline cleanup after storm event
- Shoreline restoration including placing Geotextile fabric, installation of filter and armoring stone
- Installation and maintenance of Living Shorelines
- Marine Dock Construction (Timber, Concrete, other)
- Dock Repair and Reconstruction
- Bulkhead and Seawall Repair and Construction
- Underwater inspection of marine structures
- Above-water inspection of marine structures
- Dredging, removal and disposal of underwater spoil and debris
- Derelict Vessel removal and storage
- Installation of Turbidity Measures and emergency spill response
- Associated environmental permitting and survey service

Approved by Council
06/12/2018 Item V.2

RFQ-18-15-COC

Term: 6/22/18 - 6/21/21

1st Renewal Option 6/22/21 - 6/21/22
2nd Renewal Option 6/22/22 - 6/21/23

CONTINUING SERVICES AGREEMENT
FOR MARINE CONSTRUCTION SERVICES AGREEMENT

THIS CONTINUING SERVICES AGREEMENT ("Agreement") is made and entered into this 22nd day of June 2018, by and between the **City of Cocoa,** a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **Underwater Engineering Services, Inc.,** a Florida profit corporation ("Contractor"), whose principal address 3306 Enterprise Road, Ft. Pierce, Florida 34982.

WITNESSETH:

WHEREAS, City desires to obtain specialized marine construction services and related services on facilities and property owned or operated by the City, from time to time, on a project or task based basis subject to deadlines mutually agreed to by the parties; and

WHEREAS, the City issued its Request for Qualifications, RFQ #Q-18-15-COC on April 23, 2018, to solicit submissions of qualified respondents for the City's desired marine construction services; and

WHEREAS, Contractor participated in the selection and negotiation process; and

WHEREAS, Contractor is willing to provide such marine construction services to the City under the terms and conditions stated herein; and

WHEREAS, the City is willing to place Contractor on its list of pre-approved marine construction contractors for the potential of providing marine construction services to the City in the future; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term of this Agreement for two (2) additional one (1) year terms. Any such extension shall only be by written amendment to this Agreement executed by both parties hereto.

1.2 The terms and conditions of any Task Order, as described in Section 2.0 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

1.3 Definitions. The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Continuing Services Agreement, as may be amended from time to time, which shall constitute authorization for the Contractor to provide the marine construction services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

b. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.

c. "Contractor" shall mean Underwater Engineering Services, Inc., a Florida Profit Corporation, and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Chapter 119, Florida Statutes.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Contractor or Contractor's independent contractors and subcontractors which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, or any other actual and direct expenses the City agrees to reimburse by Task Order.

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the work agreed to by the parties in a Task Order.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in Section 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in Section 3.0 herein, which sets forth the Work to be performed by Contractor under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of Contractor to perform marine construction services on a "task" basis. The City will communicate with Contractor, verbally or in writing, a general description of the task to be performed. If a site visit by the Contractor is needed to generate the scope of document, the Contractor shall request approval prior to visiting the site. The Contractor will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed-Budget or Lump Sum Fee to accomplish the task, and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the Lump Sum Fee shall consist of a list of major tasks and sub-tasks as well as a breakdown as to the anticipated hours for all work to be performed. The Task Proposal shall include a detailed breakdown of hourly rates and fees for all Contractor work. The Task Proposal shall include names and dollar value of work provided by sub-contractors. The City reserves the right, at its discretion, to consider the Task Proposal as part of a formal or

informal competitive bid process before approving or disapproving any Task Proposal. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement.

The City will review the Task Proposal, along with any other task proposals submitted to the City for the proposed by other contractors, and if the description, cost and other details of the Task Proposal are deemed by the City to be in the City's best interests, the parties will enter into a mutually agreeable written "Task Order." The Scope of Services generally to be provided by the Contractor through a Task Order may include a variety of specialized marine services. Services to be provided will include, but are not limited to, the services described in the Scope of Services in the attached **Exhibit "A."** The Contractor shall appoint one of its employees as the key contact for the project and the related Task Proposal.

The City will issue a notice to proceed to the Contractor in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the Contractor shall perform the services set forth in the Task Order.

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other marine construction services firms to provide professional marine construction services. The City does not guarantee that work will be assigned to the Contractor under this Agreement. The Contractor and other selected marine construction services providers shall be notified of and compete for work tasks associated with maintenance activities as well as for construction of elements of the City's future Riverfront Master Plan.

2.3 Individual construction projects under this Agreement shall not exceed $2 Million.

3.0 CHANGES IN THE SCOPE OF WORK

3.1 The City may make changes in the Services at any time by giving written notice to Contractor. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and Contractor will negotiate any change in total cost or schedule modifications. If the City and the Contractor approve any change, the Task Order will be modified in writing to reflect the changes; and Contractor shall be compensated for said services in accordance with the terms of Section 5.0 herein. All change orders shall be authorized in writing by City's and Contractor's designated representative.

3.2 All of City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

4.0 SCHEDULE

4.1 Contractor shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. Contractor shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a weekly basis or as otherwise reasonably requested by the City. Should Contractor fall behind the agreed upon

schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

4.2 No extension for completion of services shall be granted to Contractor without City's prior written consent, except as provided in Sections 3.1 and 19.1 herein.

4.3 Any cost caused by defective or ill-timed services shall be borne by the party responsible therefore.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONTRACTOR

5.1 General Services. For basic and additional Services performed by Contractor's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Contractor an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

5.2 Witness Services. For witness or expert services rendered by Contractor's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the Contractor or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order.

5.3 Reimbursable Expenses. In addition to payments provided in paragraphs 5.1 and 5.2 above, City agrees to pay Contractor the actual cost of all Reimbursable Expenses incurred in connection with any Task Order.

5.4 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with inefficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Contractor.

5.5 Additional fees not allowable. The Parties agree that the Services required are adequately described herein and shall be adequately described in all Task Orders. This Agreement includes, and all Task Orders must include, the entire effort required of the Contractor to provide the Services described. Thus, no additional fees shall be allowed for any additional services performed for any reasons whatsoever except those directly attributable to the City's errors or omissions. No out-of-scope Services or expenses shall be provided in the absence of prior, written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the Agreement. Additionally, the City shall not pay a retainer or similar fee.

5.6 Local Government Prompt Payment Act. The City shall make payments due

and payable in accordance with the Local Government Prompt Payment Act, Section 218.70 et seq., Florida Statutes. The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using City department.

5.7 Errors and Deficiencies. Contractor shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Contractor's services provided under this Agreement.

5.8 Payment Offsets. To the extent that Contractor owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Contractor for any money owed to the City by Contractor.

5.9 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Contractor shall remain liable to the City in accordance with applicable law for all damages to the City caused by Contractor's performance of any services provided under this Agreement.

5.10 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Contractor, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Contractor shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. Contractor's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

5.11 Acceptance of Payment. Acceptance of final payment by the Contractor for a specific Task Order shall constitute a release of all claims for payment which the Contractor may have against the City for that Task Order unless such claims are specifically reserved in writing and transmitted to the City by the Contractor prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against the Contractor or to any remedies the City may pursue with respect to such claims.

5.12 Payment Adjustments. It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Contractor, the Contractor agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Contractor for any claims relating to the validity of a finding by the City of overpayment.

5.13 Partial Payments. Payment made to the Contractor shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. The City retains the right to pay only that percentage of the total contract amount that equals the

same percentage that work completed bears to the total amount of work required to be performed under this Agreement. If the City objects to all or any portion of any invoice, it shall notify the Contractor of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

5.14 Invoices to include City Purchase Order Number. All invoices shall clearly indicate the city purchase order number.

5.15 Invoices to be sent to Accounts Payable. All invoices shall be directed to the Accounts Payable Section, City of Cocoa, 65 Stone St., Cocoa, FL 32922, with a copy directed to the City department using the services.

6.0 RIGHT TO INSPECTION

6.1 City or its affiliates shall at all times have the right to review or observe the Services performed by Contractor.

6.2 No inspection, review, or observation shall relieve Contractor of its responsibility under this Agreement.

7.0 PROGRESS MEETING

7.1 City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. Contractor's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

8.0 SAFETY

8.1 Contractor shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, resident project representatives (and assistants) while performing Services provided hereunder.

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, City shall grant Contractor reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

10.1 Liability Amounts. During the term of this Agreement, Contractor shall be responsible for providing the types of insurance and limits of liability as set forth below.

a. General Liability. The Contractor shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000.00 as the combined single limit for each occurrence, with a deductible no greater than $5,000.00 unless a higher deductible is pre-approved by the City Manager, to protect the Contractor from claims of property damages and personal injury which may arise from any Services performed under this Agreement, whether such Services are performed by the Contractor or by anyone directly employed by or contracting with the Contractor.

b. Automobile Liability. The Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000.00 combined single limit bodily injury and minimum $50,000.00 property damage as the combined single limit for each occurrence to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

c. Environmental Impairment Insurance Minimum Requirements. To the extent applicable to the Contractor, the Contractor shall maintain Environmental Impairment Insurance or "Pollution Insurance" if the Contractor may provide excavation or construction type services and will be locating portable fuel or lubricant storage tanks at the job site or will be storing or using hazardous chemicals on the job site, with a limit of not less than $1,000,000.00 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun.

Contractor shall work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemicals being brought onto City property as required by the City's Safety and Loss Control Program.

d. Workers' Compensation. The Contractor shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

e. Federal Longshore and Harbor Workers' Compensation Act, and Jones Act. To the extent applicable to the Contractor, the Contractor shall maintain coverage in accordance with both the federal Longshore and Harbor Worker's Compensation Act (LHWCA), and the federal Jones Act, on behalf of all employees who are to provide a service under this Agreement. Longshore and Harbor Worker's Compensation Act coverage addresses and includes all personnel subject to the provisions of the U.S. Longshore and Harbor Worker's Compensation Act. Contractor shall provide USH&L (U.S. Longshore and Harbor Worker's Compensation Act) insurance as is applicable. Jones Act insurance addresses and includes all personnel subject to the provisions of the federal Jones Act. Contractor shall provide such insurance coverage as is applicable. It is the responsibility of the Contractor to ensure that appropriate coverage and limits

of insurance are purchased to provide for all personnel subject to these acts and shall carry coverage in accordance with statutory limits.

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. All Certificates of Insurance shall be approved by the City prior to the commencement of any work. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City prior to the renewal, non-renewal, cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in section 10.1.a., l0.l.b and l0.l.c herein, as its interest may appear, from time to time.**

10.3 Subcontractors. All subcontractors employed by Contractor to perform any services hereunder shall fully comply with the insurance provisions contained in this paragraph.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

11.1 Contractor shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Services under this Agreement.

12.0 REPRESENTATIONS

12.1 Contractor represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound marine construction practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Contractor shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Contractor's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Contractor shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of subcontractors or consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Contractor's designated representative shall have the authority to act on Contractor's behalf with respect to the Services. In addition, Contractor's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Contractor shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Contractor's professional judgment with respect to the Services. The Contractor shall review laws, codes, and regulations applicable to Contractor's Services. The Contractor's services and design shall comply with all applicable requirements imposed by all public authorities. The Contractor represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Contractor shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City

under this Agreement. Unless this Agreement is terminated by the City, or terminated by Contractor for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to Section 2.2 herein, Contractor shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Contractor represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal top complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

12.2 Contractor represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

13.0 GUARANTEE AGAINST INFRINGEMENT

13.1 Contractor guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, Contractor shall indemnify, hold harmless, and defend City, its officers, directors, employees, agents assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, Services, or other item provided under this Agreement. Notwithstanding the foregoing, Contractor may elect to provide non-infringing services.

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Contractor agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Contractor related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Contractor. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Contractor are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE

PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

Contractor is required to and agrees to comply with public records laws. Contractor shall keep and maintain all public records required by the City to perform the services as agreed to herein. Contractor shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Contractor shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Contractor of the request and the Contractor shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Contractor does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Contractor acknowledges that if the Contractor does not provide the public records to the City within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes. The Contractor acknowledges that if a civil action is filed against the Contractor to compel production of public records relating to this Agreement, the court may assess and award against Contractor the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Contractor, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Contractor to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Contractor fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Contractor's failure to comply with this Section, the City shall collect from Contractor prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Contractor. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Contractor's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

14.2 Reuse of Documents. All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Contractor

and its independent contractors or subcontractors pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at any time. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Contractor, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Contractor.

15.0 ASSIGNMENT

15.1 Contractor shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City. Any subcontractors employed by Contractor for any Work required under this Agreement shall require prior written approval from the City. Any attempt to assign or subcontract the responsibilities and payments under this Agreement without the express prior written consent of the City shall be grounds for termination of the Agreement.

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

15.3 If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Contractor, which shall take immediate steps to remedy the situation.

15.4 If any part of this Agreement is subcontracted by Contractor, prior to the commencement of any Work by the subcontractor, Contractor shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth by the City.

16.0 INDEPENDENT CONTRACTOR

16.1 At all times during the term of this Agreement, Contractor, and any approved sub-contractors, shall be considered an independent contractor(s) and not an employee(s) of the City.

17.0 DEFAULT BY CONTRACTOR AND CITY'S REMEDIES

17.1 In addition to the City's right to terminate this Agreement for convenience under Section 18.0 of this Agreement, the City also reserves the right to revoke and terminate this Agreement for a default and rescind or suspend all rights and privileges associated with this Agreement, without penalty, based on a default including, but not limited to, any of the following circumstances, each of which shall represent a default and breach of this Agreement:

a. Contractor defaults in the performance of any material convenient or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written

notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Contractor shall have such time as is reasonably necessary to remedy the default, provided the Contractor promptly takes and diligently pursues such actions as are necessary therefor.

b. Contractor is adjudicated bankrupt or makes any assignment for the benefit of its creditors or Contractor becomes insolvent, or is unable or unwilling to pay its debts.

c. Contractor has acted grossly negligent, as defined by general and applicable law, in performing the services hereunder.

d. Contractor has committed any act of fraud upon or any unlawful act against the City or another party.

e. Contractor has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

f. Notwithstanding the aforementioned, in the event of a default by Contractor, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, the City reserves the right, in its best interest as determined by the City, to terminate the Agreement, without penalty, for convenience by providing the Contractor with thirty (30) days' written notice thereof.

18.2 In addition, the City shall have the right to terminate this Agreement, without penalty, if: (a) Contractor is in default pursuant to Section 17.0; (b) Contractor fails to comply with any condition or provision of this Agreement; or (c) Contractor is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy City may have under this Agreement.

18.3 In the event of termination of this Agreement, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work completed to the satisfaction of the City prior to the effective date of termination. The City may, upon written notice to the Contractor, terminate the right of the Contractor to proceed under the Agreement, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of termination, any completed Services performed by the Contractor under the Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the

Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

19.0 FORCE MAJEURE

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

20.0 TRADE SECRETS

20.1 Contractor should not send or provide trade secrets to the City. If, however, trade secrets are claimed by Contractors, they will not be considered as trade secrets until the City is presented with the alleged trade secrets together with proof that they are legally trade secrets. The City will then determine whether it agrees and consents that they are in fact trade secrets. If Contractors fails to submit a claim of trade secrets to the City before obtaining the City's agreement, any subsequently-claimed trade secrets will be treated as public records and will be provided to any person or entity making a public records request for the information.

21.0 GOVERNING LAW & VENUE

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

22.0 HEADINGS

22.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

23.0 SEVERABILITY

23.1 In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise by fully enforceable.

24.0 WAIVER AND ELECTION OF REMEDIES

24.1 Waiver by either party of any term, condition or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

24.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

25.0 THIRD PARTY RIGHTS

25.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Contractor.

26.0 PROHIBITION AGAINST CONTINGENT FEES

26.1 Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

27.0 ENTIRE AGREEMENT

27.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Contractor with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

28.0 NO JOINT VENTURE

28.1 Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

29.0 ATTORNEY'S FEES

29.1 Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees, whether at settlement, trial or on appeal.

30.0 COUNTERPARTS

30.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

31.0 DRAFTING

31.1 City and Contractor each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

32.0 NOTICE

32.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Contractor:

Underwater Engineering Services, Inc.
3306 Enterprise Road
Fort Pierce FL 34982
Attention: Jack Glanville, Vice President of Operations
Phone: 772-337-3166
Fax: 772-337-0294

For City:

City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, Florida 32922
(321) 433-8688 Phone
(321)433-8698 Fax

32.2 Either party may change the notice address by providing the other party written notice of the change.

33.0 SOVEREIGN IMMUNITY.

33.1 The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other

limitations imposed on the City's potential liability under state or federal law. Contractor agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

34.0 CORPORATE REPRESENTATIONS BY CONTRACTOR

34.1 Contractor hereby represents and warrants to the City the following:

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

b. The undersigned representative of Contractor has the power, authority, and legal right to execute and deliver this Agreement on behalf of Contractor.

35.0 INDEMNIFICATION

35.1 Contractor shall defend, indemnify and hold the City, its officers, agents, officials, representatives, employees, volunteers, and city attorneys (individually and in their official capacity) (hereinafter the "City"), harmless from any and all liability, loss, damages, expenses, injuries (including death), costs, claims or actions, of any type, including, but not limited to, reasonable attorney's fees in any legal proceeding through trial or appeal, which the City may hereafter sustain, incur or be required to pay, arising out of or resulting from any acts, errors or omissions of the Contractor, its agents, vendors, contractors, subcontractors, representatives, servants, or employees and persons utilized by the Contractor in the execution, performance, or nonperformance or failure to adequately perform Contractor's obligations pursuant to this Agreement, or for breach of, this Agreement or any Task Order or any subsequent amendments thereto.

The indemnification provided above shall obligate the Contractor to defend at its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its officers, employees, and city attorneys which may covered by this indemnification. In all events the City and its officers, employees, and city attorneys shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein.

35.2 For other good and valuable consideration, the receipt and sufficiency of which is

hereby acknowledged, Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Contractor to the City's complete satisfaction, and in no case shall exceed the amount provided in Section 33.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

36.0 BONDS.

36.1 To the extent deemed necessary and required by the City or by law, Contractor shall supply a materials, performance and payment bond(s) in form approved by the City's City Attorney and in accordance with Florida law and in an amount specified in any Task Order.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:

CITY OF COCOA, FLORIDA

By: _____
Henry U. Parrish, III, Mayor

ATTEST:

By: _____
Carie Shealy, City Clerk

CONTRACTOR:

UNDERWATER ENGINEERING SERVICES, INC.

By: _____

Print Name/Title: John T. Granville
VP Operations

EXHIBIT "A"

SCOPE OF SERVICES

MARINE CONSTRUCTION SERVICES AGREEMENT

The Scope of Services to be provided will include, but is not limited to, the following tasks and certain specific projects:

- Routine shoreline debris removal as needed
- Emergency Shoreline cleanup after storm event
- Shoreline restoration including placing Geotextile fabric, installation of filter and armoring stone
- Installation and maintenance of Living Shorelines
- Marine Dock Construction (Timber, Concrete, other)
- Dock Repair and Reconstruction
- Bulkhead and Seawall Repair and Construction
- Underwater inspection of marine structures
- Above-water inspection of marine structures
- Dredging, removal and disposal of underwater spoil and debris
- Derelict Vessel removal and storage
- Installation of Turbidity Measures and emergency spill response
- Associated environmental permitting and survey service

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/21/2018

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 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
PG Genatt Group LLC
3333 NEW HYDE PARK RD
SUITE 409
NEW HYDE PARK NY 11042

CONTACT NAME: KARL HUCKE
PHONE (A/C, No, Ext): 516-869-8788 **FAX (A/C, No):**
E-MAIL ADDRESS: khucke@genattgrp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Endurance American Insurance C	10641
INSURER B : Commerce & Industry Insurance	19410
INSURER C : Great American Insurance Compa	
INSURER D : New York Marine & General Insu	
INSURER E : UNITED STATES FIRE INSURANCE C	21113
INSURER F :	

INSURED
Underwater Engineering Services, Inc.
3306 Enterprise Road
Suite 203
Fort Pierce FL 34982

COVERAGES **CERTIFICATE NUMBER:** 839744982 **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	
C	X COMMERCIAL GENERAL LIABILITY			OMH8915785	2/28/2018	2/28/2019	EACH OCCURRENCE	$ 1,000,000
	CLAIMS MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Contractual Liab						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
E	AUTOMOBILE LIABILITY			1337433372	2/28/2018	2/28/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X $1,000 COMP X $1,000 COLL							$
D A	X UMBRELLA LIAB X OCCUR			ML2018000001988	2/28/2018	2/28/2019	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB [ ] CLAIMS-MADE			OMX10004639804	2/28/2018	2/28/2019	AGGREGATE	$ 4,000,000
	DED X RETENTION $ 15,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC1615975	2/28/2018	2/28/2019	X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Maritime			WC1615975	2/28/2018	2/28/2019	Limit	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
(F) HULL POLLUTION - GREAT AMERICAN INS. CO. POLICY#OMH3491629 02/28/18-2/28/19 $5,000,000 LIMIT
(G) P&I/HULL LIABILITY - GREAT AMERICAN INS. CO. POLICY#OMH8915912 02/28/18-2/28/19 $1,000,000 LIMIT
US LONGSHORE & HARBOR WORKERS ACT COVERAGE IS PROVIDED UNDER FORM NUMBER WC000106A
(H) INLAND MARINE - AGCS MARINE INSURANCE COMPANY POLICY#MXI93048261 02/28/18-2/28/19 $500,000 FOR LEASED/RENTED EQUIPMENT $1,000 DEDUCTIBLE

GAXUES0001.00, PO 18-061, Marine Construction Services
Additional Insured Status Encompasses General Liability, Automobile & Umbrella Coverage as required by written contract.Waiver of Subrogation Status See Attached...

CERTIFICATE HOLDER

City of Cocoa
65 Stone Street
Cocoa FL 32922

CANCELLATION 30 day notice applies

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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AGENCY CUSTOMER ID: _____

LOC #: _____

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
PG Genatt Group LLC		Underwater Engineering Services, Inc. 3306 Enterprise Road Suite 203 Fort Pierce FL 34982
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Encompasses General Liability, Automobile, Umbrella and Workers Compensation Coverage as required by written contract. City of Cocoa is included as additional insured as required by written contract.

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Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

June 18, 2018

Underwater Engineering Services, Inc.
3306 Enterprise Road
Ft. Pierce, FL 34982

Re: Continuing Services Agreement for Marine Construction Services Agreement

To Whom It May Concern:

Enclosed are two original agreements as noted above that were approved by City Council at their Regular meeting on June 12, 2018. Please have them both executed, and send them both back to me. I will then have our Mayor execute both on the City's behalf and I will return one, fully executed document to you at that time.

If you have any questions or need further assistance, please contact my office at (321) 433-8484.

Sincerely,

Carie Shealy, MAA, MMC
City Clerk

REQUEST FOR QUALIFICATIONS

City of Cocoa, Florida

MARINE CONSTRUCTION SERVICES

RFQ # Q-18-15-COC

April 23, 2018

Finance Department
Purchasing & Contracts Division
65 Stone St.
Cocoa, FL 32922

ISSUE DATE: 04/23/2018
Page 1 of 25
PROPOSALS MUST BE RECEIVED PRIOR TO 4:00 P.M. ON 05/24/2018

PURCHASING DIVISION CONTACT: SONJA HAMILTON
PHONE NUMBER: (321) 433-8833
FAX: (321) 433-8860
E-Mail: shamilton@cocoafl.org

PLEASE COMPLETE THE FOLLOWING AND SUBMIT THIS FORM WITH YOUR PROPOSAL	
Vendor Name: Address: City, State, Zip: Phone Number: Fax Number: E-Mail Address: FEIN Number:	Do you accept electronic payments (Mastercard) □ YES □ NO Do you accept Visa? □ YES □ NO List of Deviations (if any) attached Yes___ No___ If submitting a "NO RESPONSE", state reason: _____ _____

Response packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Responses received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The clock located in the lobby of the Office of the Purchasing Manager will be the official authority for determining late responses.

One (1) original (MARKED "ORIGINAL") and FOUR (4) copies of all responses and required attachments must be executed and submitted in a sealed envelope. Respondent shall mark response envelope, RFQ# **Q-18-15-COC.** Respondent name and return address must be clearly identified on the outside of the envelope.

By submitting an RFQ proposal and executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of Respondent to submit this RFQ package to the City of Cocoa, and bind the Respondent to the terms and conditions of this RFQ. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the RFQ Package and all subsequently issued addendums. Further, Respondent certifies, represents, and warrants that all information contained in Respondent's RFQ submittal is accurate and truthful and that the

City of Cocoa will rely on said information during the RFQ process. Respondent further understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification. Additionally, Respondent agrees that the City of Cocoa shall have the sole discretion to rank respondents to this RFQ. The final ranking of the qualifications of all respondents by the City does not guarantee that any of the highest ranked respondents will be selected to perform the services required by this RFQ. The City may elect, at its sole discretion, to initiate negotiations to enter into one or more written agreements with selected respondents pursuant to this RFQ. Said agreements shall be approved separately by, and at the sole discretion of, the City Council of Cocoa, and shall depend on numerous factors such as any successful respondent offering fair, competitive and reasonable prices for their services and the respondent's ability to accept the terms and conditions required by the City. Further, Respondent agrees that the City has the right to reject, for any reason and without penalty, any and all submittal packages prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced under this RFQ with any respondent at any time. Respondent shall bear all costs associated with preparing and responding to this RFQ. The City of Cocoa will provide no compensation for such costs.

During the RFQ process, Respondent consents to the City of Cocoa conducting credit and corporate background checks on the Respondent. Further, the Respondent hereby consents and authorizes the City to contact any and all previous clients, and references, of Respondent to inquire about the Respondent's past or current performance on any other project that the City deems to be relevant to the services requested under this RFQ.

Respondent expressly acknowledges and represents and warrants that it will comply with the Anti-Lobbying requirement of this RFQ which is set forth in section I of this RFQ.

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS RFQ AS IF SET FORTH ABOVE.

_____
Name of Respondent

_____
Authorized Signature

_____
Name & Marine Construction

_____
Date

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REQUEST FOR QUALIFICATIONS
MARINE CONSTRUCTION SERVICES

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SECTION I

INTRODUCTION

The City of Cocoa (hereinafter referred to as "City") is requesting Statements of Qualifications from MARINE CONSTRUCTION firms to provide the City with

MARINE CONSTRUCTION SERVICES

RFQ **DUE DATE & TIME:** May 24, 2018 **, AT 4:00 P.M.** Qualifications packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Packages are to be received **NO LATER THAN 4:00 P.M.** Packages received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The clock located at the reception desk in the lobby of Cocoa City Hall will be the official authority for determining the time that packages are received and for determining late responses.

All RFQ information and required attachments must be executed and submitted in a sealed envelope. Respondent shall mark envelope **RFQ No. 18-15-COC MARINE CONSTRUCTION SERVICES.** Respondent's name and return address must be clearly identified on the outside of the envelope.

These documents constitute the complete set of terms and conditions, specification requirements, and forms. Any additional information should be attached to this format or the respondent may be disqualified.

Respondents shall submit FIVE (5) complete sets (one (1) original (marked "ORIGINAL"), and FOUR (4) copies of their response, complete with all supporting documentation. Responses submitted by facsimile or electronically will NOT be accepted. Responses which do not comply with these requirements may be rejected at the option of the City. It is the respondent's responsibility to ensure that all submittals are in accordance with all addendums issued, if any. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. The RFQ and any Addendums are available online at http://www.demandstar.com .

Responses not submitted in the format set forth herein shall be rejected unless otherwise explained in the response documents.

For information concerning procedure for responding to this Request for Qualifications (RFQ), contact Sonja Hamilton, Purchasing Manager, Purchasing & Contracts Division at (321) 433-8833. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services or respondent procedures will only be transmitted by written addendum.

All questions about the meaning or intent of the RFQ Documents shall be submitted in writing and directed to the City of Cocoa, 65 Stone St., Cocoa FL 32922, Attention: Sonja Hamilton, Purchasing Manager, Purchasing & Contracts Division. Questions may also be sent via fax at (321) 433-8860 or e-mail at shamilton@cocoafl.org . Questions received less than five (5) calendar days prior to the due date for the responses will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and may not be relied upon by respondent in submitting their response.

ANTI-LOBBYING PROVISION

COMPANIES AND PERSONS DESIRING TO RESPOND TO THIS RFQ ARE HEREBY NOTIFIED THAT ALL COMMUNICATIONS REGARDING THIS RFQ, WHETHER IN WRITING, ELECTRONIC, VERBAL, OR BY SOME OTHER MEANS, AND WHETHER MADE INDIRECTLY BY THIRD PARTIES OR DIRECTLY BY THE RESPONDENT, SHALL BE SUBMITTED TO THE CITY'S PURCHASING MANAGER, EXCEPT LEGAL MATTERS MAY BE DIRECTED TO THE CITY ATTORNEY DIRECTLY OR THROUGH THE PURCHASING MANAGER. EXCEPT AS EXPRESSLY REQUIRED BY THIS RFQ FOR FORMAL PRESENTATIONS (IF ANY), ANY INDIRECT OR DIRECT COMMUNICATIONS AND LOBBYING REGARDING THIS RFQ MADE TO MEMBERS OF THE CITY COUNCIL, MEMBERS OF THE SELECTION COMMITTEE, OR ANY OTHER CITY OFFICIAL ARE STRICTLY PROHIBITTED AND SHALL CONSTITUTE GROUNDS FOR IMMEDIATE DISQUALIFICATION.

STANDARD TERMS & CONDITIONS

ACCEPTANCE AND REJECTION - The City reserves the right to accept or reject any and all responses and to accept the response which best serves the interest of the City of Cocoa. The City may award sections individually or collectively, whichever is in its best interest, unless the respondent only intends to respond for the contract in its entirety.

ASSIGNMENT - Neither the contract nor payment due pursuant to this RFQ may be assigned. Any attempt to assign the responsibilities and payment under this RFQ without the express prior written consent of the City of Cocoa shall be grounds for termination of the contract.

AWARD - Award shall be generally made to the firm that demonstrates technical capability while most closely meeting the city's needs according to the evaluation criteria and factors designated in the solicitation. Further, once the City Council approves a ranking of the firms, the award will depend upon the successful respondent negotiating acceptable terms under a Services Agreement. **Respondents are hereby notified that should a respondent be selected to negotiate a contract with the City, the City will be paying significant attention to cost of services being offered. The successful respondent shall be the one that is not only the most qualified firm, but the firm that has also agreed to rates, fees and charges that the City of Cocoa deems to be fair, reasonable and competitive in the market place.** If the City pursues competitive negotiations with your firm and the City can not agree on fair, competitive, and reasonable rates, fees, and charges for services required by this RFQ, the City will cease negotiations with your firm. The City will then commence negotiations with the next ranked firm until the City has awarded a contract or rejected all of the proposals at its sole discretion.

CONFLICT OF INTEREST - The respondent certifies that this response has not been arrived at collusively or otherwise in violation of federal, state or local laws. Any purchase order, check requisition or contract from which any agent, officer or employee of the city or any relative thereof, will realize a financial gain, directly or indirectly, shall be void, except that before the execution of a purchase order, check requisition or contract, the Council shall have the authority to waive compliance with this section when it finds such action to be in the best interest of the City.

DEVIATION FROM SPECIFICATION - Any deviation from specifications and submittal requirements must be clearly stated, explained in detail and accepted by the City in writing. Otherwise items offered are expected to be in strict compliance with specifications and submittal requirements and the successful response shall be held accordingly.

DISCRIMINATION STATEMENT: An entity or affiliate placed on the Discriminatory Vendor List may not submit a response for a contract to provide goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or perform any public work, may not submit Proposals for leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and may not transact business with any public entity.

ECONOMY OF PREPARATION: The responses should be prepared simply and economically, providing a straightforward, concise description of the respondent's qualifications and ability to fulfill the requirements of the RFQ.

F.O.B. POINT - Products and materials related to the project are to be shipped F.O.B. to the department and address as identified on Purchase Orders.

INFORMALITIES - The City of Cocoa reserves the right to both waive any minor informality in responses and to determine, in its sole discretion, whether or not a particular informality is minor.

INFORMATION AND LITERATURE - Respondents are to furnish all information and literature requested. Failure to do so may be cause for rejection.

INTERPRETATIONS - Any questions concerning conditions and specifications shall be directed to the purchasing manager. Interpretations that may affect the eventual outcome of this RFQ will be furnished in writing to all prospective potential respondents. No interpretation shall be considered binding unless provided in writing by the City of Cocoa.

NON-DISCRIMINATION - The successful respondent will comply with all federal and state requirements concerning fair employment and will not discriminate by reason of race, color, age, religion, sex, national origin or physical handicap.

PATENTS AND COPYRIGHTS - The respondent will agree to hold harmless the City of Cocoa, its officers, agents and employees from liability of any kind, including cost and expenses, with respect to any claim, action, cost or judgment for patent or copyright infringements.

PAYMENTS - Upon acceptance of work by using department of the City, employees and others, it is understood and agreed that orders and services shall be shipped and performed at the established contract prices. Invoicing in variance with this will subject the contract to cancellation. The City shall make payment to the Contractor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes. The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using City department. Unless otherwise directed in the contract for services, all invoices shall be directed to the Accounts Payable Section, City of Cocoa, 65 Stone St., Cocoa, FL 32922, with a copy directed to the City department using the services.

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY PURCHASE ORDER NUMBER.

PUBLIC ENTITY CRIMES - 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 response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or perform any public work, may not submit a response for leases of real property to a public entity, may not be awarded or

perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the Convicted Vendor List.

PUBLIC RECORDS: Florida law provides that municipal records shall, at all times, be open for personal inspection by any person. Section 119.01 Florida Statutes (The Public Records Law.) Unless otherwise provided by the Public Records Law, information and materials received by the City in connection with an RFQ response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for under section 119.07, Florida Statutes and other applicable laws. If the respondent believes any of the information contained in his or her response is exempt from the Public Records Law, then the respondent must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

(a) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:** (321) 433-8484; cshealy@cocoafl.org; City Clerk's Office, 65 Stone Street, Cocoa, FL, 32922.

TAX EXEMPTIONS - The City of Cocoa is sales tax exempt. The City of Cocoa's sales tax-exempt number is 85-8012621548C-8.

TERMINATION FOR CAUSE: If a respondent is awarded a contract under this RFQ, the successful respondent is herby on notice that the contract shall be subject to termination in the event that the respondent breaches the contract, or respondent fails to fulfill in a timely and proper manner its obligations under this contract, or if the respondent is declared bankrupt or insolvent, or respondent is found to have committed fraud or any other unlawful act against the City or another party. The City may, upon written notice to the respondent, terminate the right of the respondent to proceed under the contract, and may hold the respondent liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the respondent under the contract shall, at the option of the City, become the City's property and the respondent shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The respondent, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the respondent, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the respondent can be determined.

TERMINATION FOR CONVENIENCE: If a respondent is awarded a contract under this RFQ, the successful respondent is herby on notice that the contract shall also be subject to termination for convenience by the City. The City reserves the right, in its best interest as determined by the City, in its sole discretion, to cancel the contract by giving written notice to the respondent thirty (30) days prior to the effective date of such cancellation.

TIME FOR CONSIDERATIONS – All Proposals will be considered after the time and date set for the opening of the Proposals and for a period up to ninety (90) days thereafter.

TRADE SECRETS - Respondents should not send trade secrets. If, however, trade secrets are claimed by any respondent, they will not be considered as trade secrets until the City is presented with the alleged secrets together with proof that they are legally trade secrets. The City will then determine whether it agrees and consents that they are in fact trade secrets. If a respondent fails to submit a claim of trade secrets to the City before obtaining the City's agreement, any subsequently-claimed trade secrets will be treated as public records and will be provided to any person or entity making a public records request for the information (F.S. 119.01).

SPECIAL TERMS & CONDITIONS

ADDENDUM AND AMENDMENTS TO REQUEST FOR QUALIFICATIONS: If it becomes necessary to revise or amend any part of this Request for Qualifications, the City's Purchasing & Contracts Division will furnish the revision by written Addendum to all prospective respondents who are recorded with the City as having received an original Request for Qualifications. Addenda information will be posted on Onvia DemandStar at http://www.demandstar.com. Respondents are responsible to check this location for updates.

COMMITTEE MEETINGS/PRESENTATIONS INFORMATION: The Notice of Committee Meetings/Presentations is generally posted at least seventy-two (72) hours in advance of such meetings/presentations. However, the City reserves the right to hold Committee meetings with less notice if necessary upon reasonable notice. Proposers are responsible to check the following locations for updates on this proposal's status: on the bulletin board located in the main lobby of the City Hall building at 65 Stone St., Cocoa, FL 32922; or on the City's Web Page http://www.cocoafl.org, under the City Clerk. City Council meetings, at which matters regarding this RFQ may be considered, are noticed by the City Clerk's office under the general rules and procedures of the City Council.

INDEMNIFICATION STATEMENT – By submitting a response document signed by an authorized agent of the respondent, respondent (contractor) acknowledges and accepts the terms and conditions of the following Indemnification Statement in the event of contract award:

"For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the contractor shall indemnify, hold harmless and defend the City of Cocoa, its officers, agents, officials, attorneys, representatives and employees (hereinafter the "City") against any and all liability, loss, cost, damages, expenses, injuries (including death), claim or actions, of whatever type, including but not limited to attorney's fees in any legal proceeding through trial and appeal, which the City may hereafter sustain, incur or be required to pay, arising out of, wholly or in part, or due to any act or omission of contractor, its agent(s), vendors, contractors, subcontractor(s), representatives, servants, or employees in the execution, performance or non-performance or failure to adequately perform contractor's obligations pursuant to this RFQ and any subsequent contract."

LIMITATION OF LIABILITY STATEMENT – By submitting a response document signed by an authorized agent of the respondent, respondent acknowledges and accepts the terms and conditions of the following Limited Liability Statement in the event of contract award:

"The City desires to enter into this contract only if in so doing the City can place a limit on the City's liability for any cause of action arising out of the contract, so that the City's liability for any breach never exceeds the sum of any contract amount that is owed by the City for services actually performed by the respondent to the City's complete satisfaction. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, respondent expresses its willingness to enter into this contract with the knowledge that the respondent's recovery from the City to any action or claim arising from the contract is limited to a maximum amount of the sum of any contract amount that is owed by the City for services actually

performed by the respondent to the City's complete satisfaction. Nothing contained in this paragraph or elsewhere in this contract is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest."

PROPOSER EXPENSES - No out-of-scope services shall be provided in the absence of prior, written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract. The City will not pay a retainer or similar fee. The City is not responsible for any expenses that respondent may incur in preparing and submitting responses called for in this request. The City will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel expenses; and the like, incurred by the respondent. The City will not be liable for any costs incurred by the respondent in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION: The respondent shall furnish such additional information/clarification as the City may reasonably require. This includes, but is not limited to, information that indicates financial resources as well as the ability to provide and maintain the services requested. The City reserves the right to make investigations of the qualifications of the respondent as it deems appropriate including, but not limited to, a background investigation of service personnel to be conducted by the City of Cocoa Police Department or its designees.

TERMS: Contracts awarded and entered into under this RFQ shall be project or task based, subject to deadlines mutually agreed to by the parties. Therefore, the contract term will be based on the tasks assigned under the contract for the MARINE CONSTRUCTION SERVICES and shall be subject to the City's right to terminate the Contract for cause or convenience. The term of the Agreement will not exceed **THREE (3) years with up to TWO (2) one-year renewals.** However, the City will reserve the right to extend the Agreement beyond that period if the City Council determines that extension is required based upon public necessity to complete a pending task related to this RFQ.

STANDARD INSURANCE REQUIREMENTS

All qualified firms MUST provide written proof of insurance and demonstrate that they maintain all applicable insurance coverage as specified below as a condition precedent to contracting with, and performing any work for, the City of Cocoa. **Copies of all applicable current insurance certificates must be attached to the Respondent's submittal.**

Excluding professional liability policies which prohibit naming the City as an additional named insured, the Certificate of Insurance must be made to the City of Cocoa, 65 Stone St., Cocoa, FL 32922 and should reference the operation and name the City as an additional insured.

Prior to renewal, non-renewal, cancellation, or change or modification of any insurance policy, at least 30 days advance written notice shall be given to the City of Cocoa.

All Certificates of insurance shall be approved by the Project Manager **prior** to the commencement of any work. Minimum coverage with limits and provisions are as follows:

LIABILITY INSURANCE

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

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 and with a deductible amount not greater than $5,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

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

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $1,000,000.00 and with a deductible not greater than $5,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

It is required that individuals and firms contracting with the City of Cocoa who own licensed motor vehicles that will be utilized in connection with any City contract or job maintain automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is further required that individuals and firms contracting with the City of Cocoa who lease, rent, or borrow licensed motor vehicles that will be utilized in connection with any City contract or job be required to maintain non-owned or hired automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS:

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

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

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

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms must demonstrate that they have worker's compensation coverage at levels required by Florida law.

SECTION II

1. GENERAL INFORMATION

The City of Cocoa (hereinafter referred to as "City") is requesting Statements of Qualifications (SOQ) from qualified contractors to provide Marine Construction Services and related services on facilities and property under jurisdiction of the City. The selected Marine Construction Services Companies will enter into a Continuing Service Agreement with the City to perform work as a Marine Construction Services provider for the city of Cocoa. Firms will compete with other selected firms for work tasks associated with maintenance activities as well as for construction of elements of the city's future Riverfront Master Plan. The value of construction projects anticipated within the life of this contract may total $3 Million, however individual projects under this contract may not exceed $2 Million each.

Project teams consisting of a qualified lead construction firm and other qualified subcontractors will also be considered. In addition, the City reserves the right, at its sole discretion, to select among the respondents of this RFQ or through other bidding procedures, other construction firms to handle component parts of the anticipated projects if the City deems it in the City's best interests to do so.

Services to be provided include, but are not limited to, the services described in the Scope of Services. The anticipated projects will be subject to the City securing funding. If adequate funding is not acquired, the anticipated projects may be cancelled or downsized by the City without notice and without penalty. The selected firm (s) will be required to enter into an Agreement in a form approved by the City Attorney and City Council, and determined by the City to be fair, competitive and reasonable.

2. SCOPE OF SERVICES

The City of Cocoa is soliciting SOQs from interested Marine Construction Services firms to provide specialized Marine Construction Services work on property and facilities owned and/or operated by the City. The selected construction firms will enter into a Continuing Services Agreement with the City of Cocoa to perform work as a Marine Construction Services Provider for a three-(3) year period, renewable for two (1) one-year periods. The scope of services to be provided will include, but is not limited to the following:

- Routine shoreline debris removal as needed
- Emergency Shoreline cleanup after storm event
- Shoreline restoration including placing Geotextile fabric, installation of filter and armoring stone
- Installation and maintenance of Living Shorelines
- Marine Dock Construction (Timber, Concrete, other)
- Dock Repair and Reconstruction
- Bulkhead and Seawall Repair and Construction
- Underwater inspection of marine structures
- Above-water inspection of marine structures
- Dredging, removal and disposal of underwater spoil and debris
- Derelict Vessel removal and storage
- Installation of Turbidity Measures and emergency spill response
- Associated environmental permitting and survey services

The work under this RFQ will be on an as-needed basis. Individual task orders will be authorized and performed as projects are identified by the City. When a project is identified by the City, the City will notify each contractor selected on this RFQ and under a Continuing Services Contract of the project. The city will supply relevant information concerning project (for example specifications, design drawings, sketches, and schedule expectations). Contractors will be given the opportunity to submit a bid based on project information. Contractor's response time for developing a bid when notified of a project will be based on the type of work to be assigned and will be stipulated by the City; however, the Contractor will be typically expected to respond from within 5 days up to 21 days as determined by the City. The City will review bids submitted and will select a firm based on lowest, responsive bid. If for any reason a Contractor's work schedule will not allow them to perform the requested work, then the next lowest bidder will be contacted to perform the requested work assignment. The bid shall include the names and dollar value of work provided by subcontractors. The city reserves the right to approve subcontractors or place limits on the work provided by subcontractors.

It is anticipated the City will enter Continuing Services Contracts with at least three companies to perform a portion or all of the services listed above. Qualified firms wishing to respond to the RFQ must provide all services described in this document, whether directly or through sub-contractors. The City reserves the right to approve or disapprove any sub-contractors. This does not, however, limit the use of qualified sub-contractors.

The Successful Proposer (s) will appoint one of their employees as the key contact for approval by the City Project Manager.

It is the City's belief that the services required are adequately described herein. Therefore, any negotiated contract, which may result from this RFQ, must include the entire effort required of the proposer to provide the service described. Specifically, no additional fees shall be allowed for any additional services performed for any reasons whatsoever except those directly attributable to the City's errors or omissions. A provision to this effect shall be included in any negotiated contract.

3. MINIMUM RESPONDENT QUALIFICATIONS

The City wishes to assess the respondent's experience with services that are similar to those that would be envisioned in the Scope of Services associated with this contract. To familiarize the City with the applicable work experience, each respondent shall provide the following information:

- Evidence that they have been in the business of providing Marine Construction Services for a period of at least three (3) years
- A list, description, and approximate value of related projects completed within the last three years
- A list of major equipment owned or available to the contractor to be used on city projects
- Qualifications of Key Personnel that will provide services under this contract
- Names of Permitting, Survey, or other sub consultants
- Special Insurance Requirements are as follows:

WORKER'S COMPENSATION INSURANCE, FEDERAL LONGSHOREMEN'S AND HARBORWORKER'S ACT, AND JONES ACT. The CONTRACTOR will provide Workers Compensation Insurance, the Federal Longshoremen's and Harbor worker's Act, and the Federal Jones Act coverage on behalf of all employees who are to provide a service under this Contract. It is the responsibility of the vendor to ensure that appropriate coverage and limits of insurance are purchased to provide for all personnel subject to these acts and shall carry coverage in accordance with statutory limits.. Long Shoremen's Harbor Worker's Compensation coverage include all personnel are subject to the provisions of the U.S. Longshoreman's & Harbor Workers' Compensations Act and related acts (USH&L) shall be covered under USH&L insurance provided by the contractor as required by this agreement. It is the responsibility of the contractor to ensure that appropriate coverage and limits of insurance are purchased to provide for all personnel subject to these acts

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SECTION III

RFQ SUBMITTAL DOCUMENTS

For the response to be considered complete and timely, Respondent must submit one (1) original **marked "ORIGINAL"**, and FOUR (4) copies of the proposal must be received by the City of Cocoa on or before 4:00 P.M., May 24, 2018

Respondents must include the following information in their proposal:

Title Page: Title Page shall show the RFQ subject title and proposal number; the firm's name; the name, address and telephone number of a contact person; and the date of the proposal. **Pages 2&3 of this document may be used as your title page.**

Cover Letter: The response shall contain a cover letter signed by a person who is authorized to commit the Respondent's offer to perform the work included in the RFQ and should identify all materials and enclosures being forwarded in response to the RFQ.

Table of Contents: The Table of Contents shall provide a listing of all major topics, their associated section number, and starting page.

Executive Summary: The Executive Summary section of the proposal shall be limited to five (5) typewritten pages. The purpose of the Executive Summary is to provide a high-level description of the Respondent's ability to meet the requirements of the RFQ and approach to the project.

General Information: The General Information section of the proposal shall be limited to two (2) typewritten pages. The purpose of the General Information section is to provide a brief discussion of Respondent's business history and current purpose/function in the marketplace.

Summary of Qualifications: The Summary of Qualifications section of the proposal shall be limited to twenty (**20**) typewritten pages. Indicate the Respondent's background in providing these services to governmental entities. Provide a listing of comparable client references that are using the Respondent's professional services, (i.e., client name, address, telephone number, contact person and length of time service was provided). Indicate specifically the members of the firm who will have primary responsibility for the City's contract. Also indicate all key individuals and sub-consultant's (if any) and their tasks and/or areas of expertise.

Resumes and Attachments: Resumes and additional information which the Respondent feels will assist in the evaluation should be included.

Additional Required Proposal Submittal Forms: Reference Sheets, Addenda Acknowledgements, Questionnaires, Agreements, Certificates of Insurance, Affidavit of Existing or Prior Contracts with the City, and other materials requested by the City.

Written Response to Evaluation Criteria: When compiling their responses, sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page; proposals should be bound in a manner that can be removed and to allow flat stacking for easy storage; **do not use three ring binders or permanent binding**; and sections should be compiled in the sequence list above. Maximum number of pages shall be fifty (**50**) pages, not including tabs and dividers.

SECTION IV

RFQ **TIME LINE**

The City reserves the right to establish and change the schedule of the RFQ process at any time, with or without notice and without penalty. However, the **anticipated** schedule for this RFQ is as follows:

STAGE	**DATE**
RFQ Issued:	4/23/18
RFQ Advertised:	4/26/18 & 5/3/18
Deadline for Respondent Questions:	5/17/18 by 5:00pm
Responses/Addendum Issued by City:	5/21/18 by 5:00pm
RFQ Submission Deadline:	5/24/18 4:00pm
Final Ranking and Recommendation of Firms by SC:	TBD
City Council consideration of SC Recommendation and City Council's decision regarding Contract Negotiations:	TBD
Contract Award by Council (including an initial task order):	TBD

SELECTION

The City wishes to avoid the expense to the City and to respondents of unnecessary oral presentations. Therefore, the City will select the highest ranking service providers based on the written submissions only.

The Selection Committee will deliberate and prepare a recommended ranking of the qualifications of the Respondents that presented based on the written proposals. The deliberations and ranking recommendation occur at a noticed meeting of the Selection Committee. The final ranking will be submitted to the City Council as a recommendation only. The City Council has the right to accept, reject, or modify the recommendation as it deems in the best interests of the City of Cocoa. The City Council will render, at its sole and absolute discretion, the final decision on the ranking received from the Selection Committee and the award of any and all contracts

under this RFQ. The City Council's decision shall constitute the final decision of the City of Cocoa regarding this RFQ.

SECTION V

EVALUATION PROCEDURE

It is the intent of the City that all construction firms responding to this RFQ who meet the requirements contained in this RFQ shall be ranked, at the City's sole and absolute discretion, in accordance with the criteria and factors established in these documents. The City will consider all responsive and responsible responses received in its evaluation and award process.

EVALUATION FACTORS

The City's evaluation factors will include consideration of, but will not be limited to the following:

	Description	Page Limit	Weighting
1	Firm's Qualifications and Experience	3	30%
2	Proposed Team Members Experience and Training	4	30%
3	Reference Projects	5	30%
4	Owner/Client References	1	10%

OTHER APPLICABLE MANDATORY CRITERIA

The following represent additional mandatory criteria (See Section VIII Affidavit):

1) The contractor is a licensed business entity in Florida and said license is in good standing.
2) The contractor has no legal or professional conflict of interest with regard to any other work performed by the firm for the City of Cocoa or for any other person or entity or with respect to the scope of services required by this RFQ.
3) The contractor adheres to the instructions and requirements in this RFQ in preparing and submitting the response including, but not limited to the Anti-Lobbying provision.

EACH RESPONDENT SHALL BE REQUIRED TO ADDRESS EACH OF THE EVALUATION FACTORS (#1 THROUGH #4) IN THE ORDER LISTED ABOVE AND THE OTHER APPLICABLE MANDATORY CRITERIA IN WRITING AS PART OF THE RFQ SUBMITTAL PACKAGE. IF ANY OF THE FACTORS OR CRITERIA IS NOT APPLICABLE, THE RESPONDENT IS INSTRUCTED TO WRITE "NOT APPLICABLE" AS AN ANSWER.

SECTION VI

The firm shall provide a minimum of three (3) business related references for which they are currently providing, or have provided within the last seven (7) years, services similar to the scope of services required by this RFQ.

1. Company Name_____
   Contact Name and Title_____
   Address _____
   Phone Number _____
   Duration of Contract or business relationship_____

2. Company Name_____
   Contact Name and Title_____
   Address _____
   Phone Number _____
   Duration of Contract or business relationship_____

3. Company Name_____
   Contact Name and Title_____
   Address _____
   Phone Number _____
   Duration of Contract or business relationship_____

SECTION VII
NOT APPLICABLE

SECTION VIII

AFFIDAVIT OF OTHER APPLICABLE MANDATORY CRITERIA

STATE OF _____
CITY OF _____

BEFORE ME**,** the undersigned authority, this day personally appeared _____, who, after first being duly sworn, upon oath, deposes and says:

1. My name is _____ and I am over the age of eighteen (18) years.
2. I have personal knowledge of the facts contained in this Affidavit, and I know these facts to be true and correct.
3. I currently serve in the position of _____ for _____ (hereinafter "Respondent") and have been employed by Respondent since _____.
4. I am familiar with the current professional licensing status of Respondent.
5. I have assisted in preparing the Respondent's response to the City of Cocoa RFQ for Marine Construction Services and I am familiar with the contents of said response.
6. I am also familiar with the other applicable mandatory criteria listed in Section V of the City of Cocoa RFQ for Marine Construction Services; and
7. Based on my personal knowledge and belief, I state as follows:

A. Respondent is duly licensed to practice in the State of Florida, and said license is in good standing with the State of Florida;

B. There are no legal or professional conflicts of interest with regard to any work performed by the Respondent for the City of Cocoa or any other person or entity, or with respect to the scope of services required by the City of Cocoa RFQ for Marine Construction Services; and

C. The Respondent adhered to the instructions set forth in the City of Cocoa RFQ for Marine Construction Services in preparing and submitting the Respondent's response including, but not limited to the Anti-Lobbying provision.

FURTHER AFFIANT SAYETH NAUGHT.

_____

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me this ____ day of _____, 20___ by _____[ ] who is personally known to me, or [ ] who has produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this _____ day of _____, 20___.

_____
NOTARY PUBLIC
Print Name:

_____
My Commission Expires:

Scrutinized Company Certification

This certification is required pursuant to Florida State Statute 287.135, 287.012 and 215.473.

As of July 1, 2011, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1 million or more.

THIS CERTIFICATION FORM MUST BE COMPLETED AND INCLUDED IN YOUR BID RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

The Vendor, by virtue of the signature below, certifies that:

a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
b. The Vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the CITY in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

_____
(Authorized Signature)

_____
(Printed Name and Marine Construction)

_____
(Name of Vendor)

STATE OF _____, COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ (name of person whose signature is being notarized) as _____ (Marine Construction) of _____ (Name of Vendor), known to me to be the person described herein, or who produced _____ (type of identification) as identification, and who did/did not take an oath.

NOTARY PUBLIC:

_____ State of _____ at Large (Seal)
(Signature)

_____ my commission expires: _____

(Print Name)

Scrutinized Company Provisions

SCRUTINIZED COMPANIES: Section 287.135, Florida Statutes prohibits agencies from contracting with companies for goods or services of $1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List may not bid on, submit a proposal for, or enter into a contract with an agency or local government entity for goods or services of $1 million or more.

Pursuant to Chapter 215.473, Florida Statutes, the Florida State Board of Administration is charged with maintaining a complete list of scrutinized companies. Scrutinized companies are judged according to whether they meet the following criteria:
Sudan:
1. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
2. Have a material business relationship involving the supply of military equipment, or
3. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
4. Have been complicit in the genocidal campaign in Darfur.

Iran:
1. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
2. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.

The SBA is not responsible for compliance with Chapter 287.135, Florida Statutes. The SBA's responsibilities are solely focused on the Protecting Florida's investments Act and Chapter 215.473 as it related to the identification of the "Scrutinized Companies" that have prohibited business operations in Sudan or Iran.

List is found at:
http://www.sbafla.com/fsb/Home/ProtectingFloridasInvestmentAct/tabid/751/Default.aspx then click on the "Other Links" to the List

or

http://www.sbafla.com/fsb/LinkClick.aspx?fileticket=iePW9X713-E%3D&tabid=751&mid=2409

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to who this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded,** as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agree by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause Marine Construction "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agree by submitting this proposal that it will include this clause Marine Construction Services "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause.

The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant:	Date:
Signature of Authorized Certifying Official:	Marine Construction:

END

Legislation Details (With Text)

File #:	21-270	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Multi-Year Contract
File created:	3/29/2021			**In control:**	City Council
On agenda:	4/27/2021			**Final action:**	
Title:	Approve Participation in a Cooperative Purchase Agreement with Vortex Services, LLC, Houston, Texas, to Provide Rehabilitation Services to the Existing Sulfuraetors at the Wewahootee Water Treatment Plant Utilizing Houston-Galveston Area Council National Cooperative Purchasing Contract 018-00382 Effective July 1, 2018 through June 30, 2021 in the amount of $197,950; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $19,795 (approximately 10%) for a Project Total of $217,745, Project No. WS21WS; To Approve a Resolution Amending the FY2021 Budget; BAF # 21-071-A. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FULLY EXECUTED_Standard Form for New Piggyback Contract No. H-GAC_018-00382.pdf City of Cocoa -Sulfureator Quote Vortex (HGAC) R2 032521.pdf Original HGAC Agreement 12-13-11 (002).pdf Vortex Companies Updated Contract - June 2018 (003).pdf Res Proj Contingency - Sulfureators.pdf Budget Resolution - Sulfureators - Vortex.pdf BAF 21-071-A-UT-Vortex Sulfureator Repair (04-27-2021) Agenda 21-270.pdf Vortex Services COI EXP 12.11.21.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 29, 2021
Agenda Date: April 27, 2021
Prepared By: Sean B. McFarland, Water Treatment Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Participation in a Cooperative Purchase Agreement with Vortex Services, LLC, Houston, Texas, to Provide Rehabilitation Services to the Existing Sulfuraetors at the Wewahootee Water Treatment Plant Utilizing Houston-Galveston Area Council National Cooperative Purchasing Contract 018-00382 Effective July 1, 2018 through June 30, 2021 in the amount of $197,950; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $19,795 (approximately 10%) for a Project Total of $217,745, Project No. WS21WS; To Approve a Resolution Amending the FY2021 Budget; BAF # 21-071-A

BACKGROUND:

The two circular concrete structures supporting the aluminum domes on top of the sulfuraetors at the

Wewahootee plant are showing signs of deterioration due to the amount of hydrogen sulfide (H2S) gas that they have been exposed to over time during the sulfur stripping process. To protect the existing concrete and prevent further degradation, an epoxy coating/lining impervious to H2S gas must be applied.

Sewer manholes are also subjected to high levels of H2S gas, and epoxy lining and geopolymer products are used to protect these structures. Since June of 2019, the City of Cocoa has utilized Vortex Services, LLC for the sewer manhole lining and rehabilitation program. City staff has determined that due to the success of this program and material, the same application process can be used to protect the concrete on top of the sulfuraetors at the Wewahootee plant.

In order to protect these critical structures, staff is requesting the continued use of the H-GAC Buy National Cooperative Purchasing Contract 018-00382. It should be noted that on December 13, 2011, City Council originally approved the participation in the HGACBuy cooperative purchasing program. This contract has been reviewed by the City's Utilities and Purchasing Departments, and has been determined to be applicable to the services required by the Utilities Department. The prices listed within this contract are "not to exceed" prices as outlined in the HGACBuy Terms and Conditions (Section A, Paragraph 23). In addition, staff recommends the approval to use the HGACBuy contract with Vortex Services, LLC to perform the required sulfuraetor concrete protection, and to authorize a budgeted expenditure for these services not to exceed $197,950.

City staff is also requesting that City Council approve an additional $19,795 as a contingency for the project. The additional amount is requested to cover any additional time and materials that may be required in excess of the original proposal. Although City staff does not anticipate change orders, there is a possibility that unforeseen events would require changes to the project scope. If a change order is required, the additional amount will allow the project to continue moving forward.

The additional $19,795 will not be added to the initial purchase order, and each change order will be reviewed by staff before it is sent to the City Manager for approval.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes, BAF #21-071-A
Amount Requested	$217,745
Account Number	424-4020-536.63-00, WS21WS
Account Name	Infrastructure
Source of Funds:	421-4020-536.46-00, DY20GT 421-4020-536.46-00, DY20GN

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To Approve Participation in a Cooperative Purchase Agreement with Vortex Services, LLC, Houston, Texas, to Provide Rehabilitation Services to the Existing Sulfuraetors at the Wewahootee Water Treatment Plant Utilizing Houston-Galveston Area Council National Cooperative Purchasing Contract 018-00382 Effective July 1, 2018 through June 30, 2021 in the amount of $197,950; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $19,795 (approximately 10%) for a Project Total of $217,745, Project No. WS21WS; To Approve a Resolution Amending the FY2021 Budget; BAF # 21-071-A.

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cocoa.legistar.com/gateway.aspx

is in the category Unknown

Your FortiClient administrator has blocked this category

FortiClient has been configured to block unrated urls.
This url was categorized as unrated because the FortiGuard url rating service is inaccessible.

March 25, 2021

Chris Collier
City of Cocoa
155 N. Wilson Ave.
Cocoa, FL 32922

HGAC Proposal (Contract TP07-18): Coating of WTP Sulfureators R2

Vortex Services, LLC is pleased to offer the following proposal through HGAC to provide rehabilitation services of the existing WTP Sulfureators. Our proposal is based upon correspondence with your team via email, phone and site visits. This proposal includes providing labor, material, supervision, and equipment necessary to complete the scope of work detailed below.

WTP Sulfureator #1

Item No.	Description	Qty	Unit	Unit Price	Total
P. Crew Travel & Mobilization					
P35	Travel & Mobilization – Florida	1	EA	$ 30,000.00	$ 30,000.00
G. Manhole and Structure Rehabilitation					
G62	WTP Structure Rehab – Composite System 1" Cementitious + 125 mils Epoxy / Polyurea	805	SQ FT	$ 55.00	$ 44,275.00
G63	WTP Structure Rehab – Composite System – each additional ½" Cementitious liner	3,220	SQ FT	$ 10.00	$ 32,200.00
				TOTAL = $ 106,475.00	

WTP Sulfureator #2

Item No.	Description	Qty	Unit	Unit Price	Total
P. Crew Travel & Mobilization					
P35	Travel & Mobilization – Florida	1	EA	$ 15,000.00	$ 15,000.00
G. Manhole and Structure Rehabilitation					
G62	WTP Structure Rehab – Composite System 1" Cementitious + 125 mils Epoxy / Polyurea	805	SQ FT	$ 55.00	$ 44,275.00

G63	WTP Structure Rehab – Composite System – each additional ½" Cementitious liner	3,220	SQ FT	$ 10.00	$ 32,200.00
					TOTAL = $ 91,475.00

Scope of work **INCLUDED** within the per SQFT price are as follows:

- Surface Cleaning and Preparation
- Application of up to 3" of QM1's – a single component, high-strength cement mortar
- Application of 125 mils of Quadex protective primer and topcoats (see accompanied TDS)

Pricing does **NOT INCLUDE** the cost for the following:

- Furnishing bid, performance, or payment bonds – if required, add 1.5% to overall contract value
- Bypass pumping or dewatering
- Traffic control or MOT
- Debris removal and/or disposal
- Non-weather related delays or delays outside of Vortex's control
- Cementitious build back of the existing substrate beyond 3". If required, this will be at an additional cost of $10.00 sqft
- Pressure grouting
- Site clearing, excavation or restoration
- Permits or fees

General Notes & Conditions:

- Customer to provide access for equipment within 50ft of structures
- Site access to be determined by physical inspection
- Customer to provide access to potable water supply
- Pricing valid for 60 days
- Pricing based on 12hr workday/6 day work week
- Vortex reserves the right to adjust our pricing should the scope decrease
- Quantities are subject to field verification and will be invoiced upon actuals

Thank you for the opportunity to offer you this proposal. Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

Ryan Graham
Vortex Services, LLC
C: (281) 639-3237
rgraham@vortexcompanies.com

HGAC

HOUSTON-GALVESTON AREA COUNCIL

February 2, 2012

Joan Clark
City Clerk
City of Cocoa
65 Stone St.
Cocoa, FL 32922

Dear Ms. Clark:

Enclosed you will find your original copy of the fully executed Interlocal Contract (ILC) which includes your assigned permanent ILC number. This number should appear on all future purchase orders, in addition to the H-GAC bid number for the product you are ordering. This number also serves as your Password for our website: HGACBuy.org.

The ILC document is designed as a blanket purchase agreement for all products offered by H-GAC, and it remains in effect indefinitely unless canceled by either party. No annual renewal actions are required. This Contract covers all departments within your municipality / county / district jurisdiction. It is activated only by your agency's issuance of Purchase Orders.

We encourage you to use the H-GAC Cooperative Purchasing Program and avail yourself of the services we offer. We look forward to serving you.

Sincerely,

Sally Terral

Sally Terral
Contract Specialist
Cooperative Purchasing Program

Mailing Address
PO Box 22777
Houston, Texas 77227-2777
Phone 713-627-3200

Physical Address
3555 Timmons Lane, Suite 120
Houston, Texas 77027
Phone 713-627-3200

HGACBuy
THE SMART PURCHASING SOLUTION

INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC No 12-2973
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * City of Cocoa a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * 65 Stone Street, Cocoa, FL 32922

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * Dec 13, 2011 (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY
The End User represents and warrants to H-GAC that **(1)** it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and **(2)** it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS
H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT
This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD
The period of this Contract shall be for the balance of the fiscal year of the End User, which began * Oct 01, 2011 and ends * Sept 30, 2012. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES
The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through *HGACBuy.com* and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

* City of Cocoa, Florida

Name of End User (local government, agency, or non-profit corporation)

*65 Stone Street

Mailing Address

*Cocoa, Florida 32922

City State ZIP Code

*By: Michael C Blake

Signature of chief elected or appointed official

* Michael C. Blake, Mayor 12/13/2011

Typed Name & Title of Signatory Date

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120, Houston TX 77027

By: _____ Executive Director

Attest: _____ Manager

Date: 12, 2012

*Denotes required fields

rev. 03'11

Office of the City Clerk

Joan Clark, MMC
65 Stone Street
Cocoa, Florida 32922

jclark@cocoafl.org

(321) 433-8488 – phone
(321) 433-8455 - facsimile

December 15, 2011

Houston-Galveston Area Council
Attn: Executive Director
3555 Timmons Lane, Suite 120
Houston TX 77027

Re: Interlocal Contract for Cooperative Purchasing between H-GAC and City of Cocoa

Dear Sir:

I have enclosed the above referenced contract as approved and executed by the Cocoa City Council on December 13, 2011.

It is requested that a copy of the fully executed agreement be returned to my. Your assistance in this matter is appreciated.

If you have any questions or require additional information, please do not hesitate to call.

Sincerely,

Joan Clark, MMC
City Clerk
City of Cocoa

c: T. Jones, Fleet
J. Walsh, Utilities
T. Eastburn, Finance

HGACBuy
THE SMART PURCHASING SOLUTION

INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC No.: _____
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT (Contract), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 91, Texas Government Code (the Act), by and between the Houston- Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * City of Cocoa _____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as End User, having its principal place of business at * 65 Stone Street, Cocoa, FL 32922

WITNESSETH

WHEREAS , H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS , pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS , in reliance on such authority, H -GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * _____ (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE , H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY
The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS
H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT
This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD
The period of this Contract shall be for the balance of the fiscal year of the End User, which began * October 1, 2011 and ends * September 30, 2012 This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES
The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

*Request for Information

To expedite service, please complet e the following blanks relevant to your agencys administrative/elective personnel and return the completed form to H-GAC, Cooperative Purchasing Program, P.O. Box 22777, Houston, TX 77227-2777

Name of End User Agency : City of Cocoa (Municipality / County / District / etc.) County Name : Brevard

Mailing Address : 65 Stone Street, Cocoa, Florida 32922
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number 321-433-8800 FAX Number: 321-433-8455

Physical Address : _____
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: www.cocoafl.org

Authorized Official: Dr. Brenda Fettrow (City manager / Executive Director / etc.) Title: City Manager

Mailing Address: 65 Stone Street (Street Address/P.O. Box) Ph No.: 321-433-8686

Fx No.: 321-433-8690

E-Mail Address : bfettrow@cocoafl.org

Cocoa FL 32922
(City) (State) (ZIP Code)

Official Contact: Hank Rowan (Purchasing Agent/Auditor etc.) Title: Purchasing Manager

Mailing Address: 65 Stone Street (Street Address/P.O. Box) Ph No.: 321-433-8833

Fx No.: 321-433-8860

Email Address : hrowan@cocoafl.org

Cocoa FL 32922
(City) (State) (ZIP Code)

Official Contact: Jack Walsh (Public Works Director/Police Chief etc.) Title: Acting Utilities Director

Mailing Address: 351 Shearer Blvd. (Street Address/P.O. Box) Ph No.: 321-433-8710

Fx No.: 321-433-8704

Email Address : jwalsh@cocoafl.org

Cocoa FL 32922
(City) (State) (ZIP Code)

Official Contact: _____ (EMS Director/Fire Chief etc.) Title: _____

Mailing Address: _____ (Street Address/P.O. Box) Ph No.: _____

Fx No.: _____

Email Address : _____

_____
(City) (State) (ZIP Code)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

* City of Cocoa, Florida

Name of End User (local government, agency, or non-profit corporation)

*65 Stone Street

Mailing Address

*Cocoa, Florida 32922

City State ZIP Code

*By: Michael C Blake

Signature of chief elected or appointed official

* Michael C. Blake, Mayor 12/13/2011

Typed Name & Title of Signatory Date

Houston -Galveston Area Council

3555 Timmons Lane, Suite 120, Houston, TX 77027

By: _____

Executive Director

Attest: _____

Manager

Date: _____

*Denotes required fields

rev. 03/11

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA) with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC.** Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS.** Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor.**

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.
EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC.** Further, **Contractor** agrees to encourage entities who are not members of H-GAC**'s** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor.** At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor.**

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

a. **General liability** insurance with a Single Occurrence limit of at least $1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC,** in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

DocuSign Envelope ID: CBE29C92-669B-46DB-83C[redacted]8047B0B61C

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Vortex Companies, LLC, hereinafter referred to as the Contractor, having its principal place of business at 18150 Imperial Valley Drive, Houston, TX 77060.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins 07/01/18 and ends 06/30/21. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 16 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States

Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. *Convenience*

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notifiy H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Vortex Companies, LLC

Signature Nicholas Banchetti
B7EF48F41231484...

Name Nicholas Banchetti

Title COO

Date 6/25/2018

H-GAC

DocuSigned by:
Signature
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 6/15/2018

DocuSign Envelope ID: EC943910-806A-445F-A113-44AD4714ADF1

HOUSTON-GALVESTON AREA COUNCIL

January 13, 2020

Mr. Lloyd Evans
Business & Systems Analyst
Vortex Companies, LLC
18150 Imperial Valley Drive
Houston, TX 77060

RE: Contract Changes on Contract TP07-18 for the Supply of Trenchless Pipeline Rehabilitation Services.

Dear Mr. Evans:

The Houston-Galveston Area Council has reviewed your request for contract changes in the above referenced contract (see attachments). We have determined that the changes are reasonable and conform to the provisions of the contract. Therefore, the request is approved.

Sincerely,

DocuSigned by:
Ronnie Barnes
D3E2DDD166F2488...

Ronnie O. Barnes
Director of Public Services

ROB/yf

Enclosures

Mailing Address
PO Box 22777
Houston, Texas 77227-2777
Phone 713-627-3200

Physical Address
3555 Timmons Lane, Suite 120
Houston, Texas 77027
Phone 713-627-3200

DocuSign Envelope ID: EC943910-806A-445F-A113-44AD4714ADF1

Date: **January 9, 2020**

To: Brian Denzel

From: Bill Burton

RE: **Contract Change Request**
Vortex Companies, LLC – Contract #TP07-18

Vortex Companies, LLC in correspondence of January 6, 2020 has requested their contract be amended to reflect product updates published January 2020.

Staff has reviewed the request and determined it to be in accordance with applicable contract requirements. This request represents a product listing update only. There is no price increase. Approval is recommended.

Please advise if and when request is approved so that we may advise appropriate staff and arrange for website update.

WEB
Attachments

DocuSign Envelope ID: EC943910-806A-445F-A113-44AD4714ADF1

Burton, William

From: Lloyd Evans <levans@vortexcompanies.com>
Sent: Monday, January 6, 2020 8:33 AM
To: Johnson, Veronica; Burton, William
Subject: Vortex Companies - TP07-18 additional line items
Attachments: HGAC - Price List Vortex Companies 3 - 12.2019.pdf

Categories: Red Category

CAUTION: This message originated outside of H-GAC. Please do not click links or open attachments unless you recognize the source and know the content is safe. Report any suspicious email using the Phish Alert button.

Hello,

We would like to add the following line items to our price list for the contract TP07-18 Trenchless Pipeline Rehabilitation Services:

	G61	WTP Structure Rehabilitation - 125 mil Epoxy / Polyurea / or approved equal	SQFT	80.00
	G62	WTP Structure Rehabilitation - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	SQFT	175.00
	G63	WTP Structure Rehabilitation - Composite System - each additional 1/2 inch Cementitious liner	SQFT	25.00
	G64	WTP Structure Rehabilitation - 1-inch Geopolymer liner	SQFT	145.00
	G65	WTP Structure Rehabilitation - Geopolymer liner each additional 1/2 inch	SQFT	40.00
	G66	WWTP, WTP, Water Conveyance Structures/Systems Assessment Technician (engineering, inspection, etc.)	HR	300.00

I have amended our price list and attached the .pdf to this message highlighting the changes in section G.

This change would affect all of our entities:

Quadex Lining Systems, LLC
Ricor Services, LLC
Schwalm USA, LLC
VacVision Environmental, LLC
Vaught Services, LLC
Vortex Companies, LLC
Vortex Industrial Solutions, LLC
Vortex Turnkey Solutions, LLC

Please let us know if any further action is needed on our part as well as when we can move forward with quoting members using the new line items.

Thank you very much for all of our assistance!

Lloyd Evans
Business & Systems Analyst
Vortex Companies
p: (832) 371-6083
m: (209) 423-1838
a: 18150 Imperial Valley Dr.,
Houston TX 77060
w: vortexcompanies.com
e: levans@vortexcompanies.com

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FORM D - Products and Services Offerings (Tab B)				
Offer Name:		**Vortex Companies, LLC**		
Invitation No.		**TP07-18 Trenchless Pipeline Rehabilitation Services**		
Section	**Item No.**	**Full Description**	**UNITS**	**PRICE**
A. Clean/TV and Evaluation for Gravity Pipelines				
	A1	Sewer Main Television Inspection (8" through 15" Diameter)	LF	4.00
	A2	Sewer Main Television Inspection (18" through 24" Diameter)	LF	6.00
	A3	Sewer Main Television Inspection (27" through 36" Diameter)	LF	8.00
	A4	Sewer Main Television Inspection (42" through 48" Diameter)	LF	12.00
	A5	Sewer Main Television Inspection (54" through 60" Diameter)	LF	14.00
	A6	Sewer Main Television Inspection (66" through 72" Diameter)	LF	22.00
	A7	Sewer Main Television Inspection (78" through 90" Diameter)	LF	35.00
	A8	Sewer Main Television Insepction (96" through 108" Diameter)	LF	40.00
	A9	Sewer Main Cleaning - Normal (8" through 15" Diameter)	LF	4.00
	A10	Sewer Main Cleaning - Normal (18" through 24" Diameter)	LF	6.00
	A11	Sewer Main Cleaning - Normal (27" through 36" Diameter)	LF	8.00
	A12	Sewer Main Cleaning - Normal (42" through 48" Diameter)	LF	12.00
	A13	Sewer Main Cleaning - Normal (54" through 60" Diameter)	LF	14.00
	A14	Sewer Main Cleaning - Normal (66" through 72" Diameter)	LF	22.00
	A15	Sewer Main Cleaning - Normal (78" through 90" Diameter)	LF	35.00
	A16	Sewer Main Cleaning - Normal (96" through 108" Diameter)	LF	40.00
	A17	Sewer Main Cleaning - Mechanical (8" through 15" Diameter)	LF	6.00
	A18	Sewer Main Cleaning - Mechanical (18" through 24" Diameter)	LF	8.00
	A19	Sewer Main Cleaning - Mechanical (27" through 36" Diameter)	LF	25.00
	A20	Sewer Main Cleaning - Mechanical (42" through 48" Diameter)	LF	35.00
	A21	Sewer Main Cleaning - Mechanical (54" through 60" Diameter)	LF	38.00
	A22	Sewer Main Cleaning - Mechanical (66" through 72" Diameter)	LF	55.00
	A23	Sewer Main Cleaning - Mechanical (78" through 90" Diameter)	LF	80.00
	A24	Sewer Main Cleaning - Mechanical (96" through 108" Diameter)	LF	110.00
	A25	6" Clean and TV storm sewer	LF	5.52
	A26	8" Clean and TV storm sewer	LF	5.52
	A27	10" Clean and TV storm sewer	LF	6.90
	A28	12" Clean and TV storm sewer	LF	6.90
	A29	15" Clean and TV storm sewer	LF	9.66
	A30	18" Clean and TV storm sewer	LF	13.80
	A31	21" Clean and TV storm sewer	LF	16.56
	A32	24" Clean and TV storm sewer	LF	19.32
	A33	27" Clean and TV storm sewer	LF	20.70
	A34	30" Clean and TV storm sewer	LF	27.60
	A35	33" Clean and TV storm sewer	LF	34.50
	A36	36" Clean and TV storm sewer	LF	41.40
	A37	42" Clean and TV storm sewer	LF	55.20
	A38	48" Clean and TV storm sewer	LF	69.00
	A39	54" Clean and TV storm sewer	LF	82.80
	A40	60" Clean and TV storm sewer	LF	100.00
	A41	66" Clean and TV storm sewer	LF	115.00
	A42	72" Clean and TV storm sewer	LF	130.00
	A43	78" Clean and TV storm sewer	LF	145.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	A44	84" Clean and TV storm sewer	LF	160.00
	A45	90" Clean and TV storm sewer	LF	175.00
	A46	96" Clean and TV storm sewer	LF	190.00
	A47	102" Clean and TV storm sewer	LF	205.00
	A48	108" Clean and TV storm sewer	LF	220.00
	A49	114" Clean and TV storm sewer	LF	235.00
	A50	Greater than 114" Clean and TV storm sewer	LF	250.00
	A51	6" - 12" Post TV Inspection After Rehabilitation	LF	5.00
	A52	14" - 20" Post TV Inspection After Rehabilitation	LF	5.00
	A53	21" - 36" Post TV Inspection After Rehabilitation	LF	9.00
	A54	37"- 42" Post TV Inspection After Rehabilitation	LF	12.00
	A55	43"- 48" Post TV Inspection After Rehabilitation	LF	22.00
	A56	49"- 54" Post TV Inspection After Rehabilitation	LF	32.00
	A57	55"- 60" Post TV Inspection After Rehabilitation	LF	42.00
	A58	61"- 72" Post TV Inspection After Rehabilitation	LF	52.00
	A59	73" or Larger Post TV Inspection After Rehabilitation	LF	62.00
	A60	Heavy Lift Station Cleaning (Remove all Debris to Bottom of LS - 4 hr minimum)	EA	4312.00
	A61	Major Lift Station Cleaning - Additional Hours	HR	1078.00
	A62	Minor Lift Station Cleaning (Skimming Top of LS - 4 hr minimum)	EA	1150.00
	A63	Minor Lift Station Cleaning - Additional Hours	HR	287.50
	A64	Vactor Truck Services	HR	500.00
	A65	Waste Water Treatment Plant Debris Removal/Sludge Hauling (Small)	YD	90.00
	A66	Waste Water Treatment Plant Debris Removal/Sludge Hauling (Large)	YD	350.00
	A67	Re-setup for TV Due to Point Repairs or Obstructions	EA	300.00
	A68	Mechanical Root removal	LF	8.00
	A69	Grease removal	LF	3.22
	A70	Other Remote Obstruction removal (max. 5 lf)	EA	690.00
	A71	Smoke Testing	LF	1.84
	A72	Manhole/Cleanout & Sewer Line Visual Inspection	EA	184.00
	A73	GPS Survey of Manholes & Cleanouts	EA	400.00
	A74	Heavy Debris Removal - MAN ENTRY	EA	250.00
	A75	Heavy Debris Removal - LARGE DIAMETER MAN ENTRY	EA	500.00
	A76	Heavy Debris Removal - REMOTE ENTRY	LF	1000.00
	A77	Dyed Water Flooding/Leak Quantification & Evaluation	EA	322.00
B. Centrifugally Cast Pipe Rehabilitation for Sewer Lines				
	B1	36" STORM PIPE - QLS REHABILITATION - 1." Thickness	LF	405.00
	B2	42" STORM PIPE - QLS REHABILITATION - 1." Thickness	LF	430.00
	B3	48" STORM PIPE - QLS REHABILITATION - 1." Thickness	LF	460.00
	B4	54" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	645.00
	B5	60” STORM PIPE - QLS CAST REHABILITATION - 1.5" Thickness	LF	678.00
	B6	66” STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	715.00
	B7	72” STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	850.00
	B8	78” STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	925.00
	B9	84” STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1075.00
	B10	90” STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1200.00
	B11	96” STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1500.00
	B12	102" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1800.00
	B13	108" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	2300.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	B14	Greater than 108" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	2700.00
	B15	NON ROUND SEWER PIPE	SF	55.00
	B16	36" SANITARY PIPE - QLS REHABILITATION - 1." Thickness	LF	405.00
	B17	42" SANITARY PIPE - QLS REHABILITATION - 1." Thickness	LF	430.00
	B18	48" SANITARY PIPE - QLS REHABILITATION - 1" Thickness	LF	460.00
	B19	54" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	645.00
	B20	60” SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	678.00
	B21	66” SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	715.00
	B22	72” SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	850.00
	B23	78” SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	925.00
	B24	84” SANITARY PIPE - QLS CAST REHABILITATION - 1.5" Thickness	LF	1075.00
	B25	90” SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1200.00
	B26	96” SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1500.00
	B27	102" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1800.00
	B28	108" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	2300.00
	B29	Greater than 108" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	2700.00
	B30	EACH ADDITIONAL .5" Thickness	SF	15.00
	B31	REINFORCEMENT WITH WELDED WIRE FABRIC- 4X4W4	SF(of WWF)	15.00
	B32	REINFORCEMENT WITH REBAR- #3	LF(of Rebar)	10.00
	B33	REINFORCEMENT WITH REBAR- #4	LF(of Rebar)	20.00
	B34	REINFORCEMENT WITH REBAR- #8	LF(of Rebar)	40.00
	B35	INFILTRATION CONTROL- CHEMICAL GROUT	GALLON	100.00
	B36	INFILTRATION CONTROL- QUAD-PLUG	PAIL	50.00
	B37	REBUILD INVERT	CF	75.00
	B38	JOINT PREPARATION	LF	20.00
	B39	ANTIMICROBIAL APPLICATION	SF	5.00
	B40	CHANNEL EXCAVATION	CY	50.00
	B41	DEBRIS REMOVAL	CY	65.00
	B42	CLEARING AND GRUBBING	AC	4500.00
	B43	TREE REMOVAL (6” – 12”)	EACH	1500.00
	B44	TREE REMOVAL (13” – 23”)	EACH	3000.00
	B45	TREE REMOVAL (> 24”)	EACH	5000.00
	B46	REWORK CATCHBASIN COVER TO ACCEPT NEW MANHOLE COVERS	EACH	1200.00
	B47	SERVICE LATERAL REINSTATEMENT - MAN ENTRY	EACH	250.00
C. Cured-In-Place Pipe (CIPP) Rehabilitation for Sewer Lines				
	C1	6" x 4.5mm STEAM / WATER CURE	LF	36.80
	C2	8" x 6.0mm STEAM WATER CURE	LF	34.96
	C3	10" x 6.0mm STEAM /WATER CURE	LF	38.64
	C4	12" x 6.0mm STEAM /WATER CURE	LF	53.36
	C5	15" x 7.5mm STEAM /WATER CURE	LF	64.40
	C6	18" x 9.0mm STEAM/WATER CURE	LF	78.20
	C7	21" x 9.0mm STEAM/WATER CURE	LF	105.80
	C8	24" x 10.5mm STEAM/WATER CURE	LF	128.80
	C9	27" x 10.5mm STEAM /WATER CURE	LF	147.20
	C10	30" x 12.0mm STEAM /WATER CURE	LF	174.80
	C11	33" x 12.0mm STEAM /WATER CURE	LF	207.00
	C12	36" x 12.0mm STEAM /WATER CURE	LF	230.00
	C13	42" x 13.5mm STEAM/WATER CURE	LF	257.60

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	C14	48" x 15.0mm STEAM /WATER CURE	LF	432.40
	C15	54" x 18.0mm STEAM/WATER CURE	LF	552.00
	C16	60" x 22.5mm STEAM /WATER CURE	LF	650.00
	C17	6" & 8" Additional 1.5mm	LF	0.92
	C18	10" & 12" Additional 1.5mm	LF	4.60
	C19	15" & 18" Additional 1.5mm	LF	13.80
	C20	21" & 24" Additional 1.5mm	LF	23.00
	C21	27" Additional 1.5mm	LF	27.60
	C22	30" Additional 1.5mm	LF	32.20
	C23	33" Additional 1.5mm	EA	36.80
	C24	36" Additional 1.5mm	EA	41.40
	C25	42" Additional 1.5mm	EA	46.00
	C26	48" Additional 1.5mm	EA	55.20
	C27	54" Additional 1.5mm	EA	64.40
	C28	60" Additional 1.5mm	EA	75.00
	C29	Internal reconnects on Cured-in-place pipe	EA	276.00
	C30	6" & 8" Additional .7mm	LF	4.00
	C31	10" & 12" Additional .7mm	LF	7.00
	C32	15" Additional .7mm	LF	9.00
	C33	18" Additional .7mm	LF	10.00
	C34	21" Additional .7mm	LF	12.00
	C35	24" Additional .7mm	LF	14.00
	C36	27" Additional .7mm	LF	15.00
	C37	30" Additional .7mm	LF	17.00
	C38	33" Additional .7mm	LF	18.00
	C39	36" Additional .7mm	LF	20.00
	C40	42" Additional .7mm	LF	29.00
	C41	48" Additional .7mm	LF	42.00
	C42	6"-12" CIPP Set-up Charge	LF	7.00
	C43	15"-18" CIPP Set-up Charge	LF	12.00
	C44	21"-24" CIPP Set-up Charge	LF	18.00
	C45	27"-36" CIPP Set-up Charge	LF	24.00
	C46	42"-48" CIPP Set-up Charge	LF	24.00
	C47	6" - 12" CIPP Additional Charge Per Install Length (>200')	LF	36.00
	C48	15" - 18" CIPP Additional Charge Per Install Length (>200')	LF	42.00
	C49	21" - 24" CIPP Additional Charge Per Install Length (>200')	LF	42.00
	C50	27" - 36" CIPP Additional Charge Per Install Length (>200')	LF	48.00
	C51	42" - 48" CIPP Additional Charge Per Install Length (>200')	LF	54.00
	C52	6" to 12" Backyard Easement Additional Set-up Per Install Length	LF	5.00
	C53	15" to 24" Backyard Easement Additional Set-up Per Install Length	LF	10.00
	C54	27" to 48" Backyard Easement Additional Set-up Per Install Length	LF	15.00
	C55	4" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	C56	5" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	C57	6" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	C58	4" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	C59	5" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	C60	6" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	C61	4"-6" Installation and cure of lateral liner from surface clean out to main	LF	5980.00
	C62	4"-6" Set-up for installations of <20 each total	EA	4600.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	C63	4"-6" Set-up for installations of 20-50 each total	EA	3220.00
	C64	4"-6" Set-up for installations of 51-150 each total	EA	1840.00
	C65	6" - 12" CIPP Setup Charge (< 300 LF)	EA	1000.00
	C66	15" - 21" CIPP Setup Charge (< 300 LF)	EA	1500.00
	C67	24" - 36" CIPP Setup Charge (< 300 LF)	EA	2000.00
	C68	36" or Larger CIPP Setup Charge (< 300 LF)	EA	4000.00
	C69	Backyard Easement Setup (6" - 10")	EA	2500.00
	C70	Backyard Easement Setup (12" - 18")	EA	3500.00
	C71	Timber Matting for Large Diameter Setup	SY	75.00
D. Pipe Bursting Rehabilitation for Sewer Lines				
	D1	Burst existing 6" to 6" IPS SDR 19 (0'- 8' deep)	LF	55.00
	D2	Burst existing 6" to 6" IPS SDR 19 (8'- 12' deep)	LF	61.00
	D3	Burst existing 6" to 6" IPS SDR 19 (12'- 16' deep)	LF	66.00
	D4	Burst existing 6" or 8" to 8" IPS SDR 19 (0'- 8' deep)	LF	63.00
	D5	Burst existing 6" or 8" to 8" IPS SDR 19 (8'- 12' deep)	LF	66.00
	D6	Burst existing 6" or 8" to 8" IPS SDR 19 (12'- 16' deep)	LF	70.00
	D7	Burst existing 8" or 10" to 10" IPS SDR 19 (0'- 8' deep)	LF	72.00
	D8	Burst existing 8" or 10" to 10" IPS SDR 19 (8'- 12' deep)	LF	78.00
	D9	Burst existing 8" or 10" to 10" IPS SDR 19 (12'- 16' deep)	LF	83.00
	D10	Burst existing 10" or 12" to 12" IPS SDR 19 (0'- 8' deep)	LF	81.00
	D11	Burst existing 10" or 12" to 12" IPS SDR 19 (8'- 12' deep)	LF	85.00
	D12	Burst existing 10" or 12" to 12" IPS SDR 19 (12'- 16' deep)	LF	90.00
	D13	Burst existing 12" or 15" to 16" IPS SDR 19 (0'- 8' deep)	LF	130.00
	D14	Burst existing 12" or 15" to 16" IPS SDR 19 (8'- 12' deep)	LF	142.00
	D15	Burst existing 12" or 15" to 16" IPS SDR 19 (12'- 16' deep)	LF	165.00
	D16	Burst existing 15" or 18" to 18" IPS SDR 19 (0'- 8' deep)	LF	160.00
	D17	Burst existing 15" or 18" to 18" IPS SDR 19 (8'- 12' deep)	LF	188.00
	D18	Burst existing 15" or 18" to 18" IPS SDR 19 (12'- 16' deep)	LF	200.00
	D19	Burst existing 18" or 21" to 22" IPS SDR 19 (0'- 8' deep)	LF	190.00
	D20	Burst existing 18" or 21" to 22" IPS SDR 19 (8'- 12' deep)	LF	224.00
	D21	Burst existing 18" or 21" to 22" IPS SDR 19 (12'- 16' deep)	LF	255.00
	D22	Burst existing 21" or 24" to 24" IPS SDR 19 (0'- 8' deep)	LF	240.00
	D23	Burst existing 21" or 24" to 24" IPS SDR 19 (8'- 12' deep)	LF	270.00
	D24	Burst existing 21" or 24" to 24" IPS SDR 19 (12'- 16' deep)	LF	300.00
	D25	Burst existing 24" or 27" to 28" IPS SDR 19 (0'- 8' deep)	LF	285.00
	D26	Burst existing 24" or 27" to 28" IPS SDR 19 (8'- 12' deep)	LF	300.00
	D27	Burst existing 24" or 27" to 28" IPS SDR 19 (12'- 16' deep)	LF	334.00
	D28	Burst existing 27" or 30" to 30" IPS SDR 19 (0'- 8' deep)	LF	305.00
	D29	Burst existing 27" or 30" to 30" IPS SDR 19 (8'- 12' deep)	LF	340.00
	D30	Burst existing 27" or 30" to 30" IPS SDR 19 (12'- 16' deep)	LF	375.00
	D31	8" - 12" Pipeburst Setup Charge (< 300 LF)	EA	3500.00
	D32	16" - 22" Pipeburst Setup Charge (< 300 LF)	EA	4000.00
	D33	24" or Larger Pipeburst Setup Charge (< 300 LF)	EA	6500.00
E. Pipe Bursting Rehabilitation for Water Lines				
	E1	Install 2" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	65.00
	E2	Install 4" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	80.00
	E3	Install 6" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	95.00

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	E4	Install 8" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	115.00
	E5	Install 10" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	135.00
	E6	Install 12" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	165.00
	E7	6" Flow Stop	EA	6500.00
	E8	8" Flow Stop	EA	7200.00
	E9	10" Flow Stop	EA	8800.00
	E10	12" Flow Stop	EA	10500.00
	E11	3/4" Service Tap, Install on 4"-8" Waterline	EA	1000.00
	E12	1" Service Tap, Install on 4"-8" Waterline	EA	1200.00
	E13	1.5" Service Tap, Install on 4"-8" Waterline	EA	1450.00
	E14	2" Service Tap, Install on 4"-8" Waterline	EA	2000.00
	E15	3/4" Service Tap, Install on 10"-12" Waterline	EA	1000.00
	E16	1" Service Tap, Install on 10"-12" Waterline	EA	1200.00
	E17	1.5" Service Tap, Install on 10"-12" Waterline	EA	1450.00
	E18	2" Service Tap, Install on 10"-12" Waterline	EA	2000.00
	E19	Install 4"-8" tee, to any size	EA	3600.00
	E20	Install 10"-12" tee, to any size	EA	4800.00
	E21	Install 4"-8" mechanical joint wet connection, to any size	EA	2750.00
	E22	Install 10"-12" wet connection, to any size	EA	6000.00
	E23	Auger and encase 4"-8", all depths, complete in place (to include pipe in casing)	LF	305.00
	E24	Auger and encase 10"-12", all depths, complete in place (to include pipe in casing)	LF	595.00
	E25	Annual and void space grouting	CY	200.00
	E26	Install 1" Corporation Stop with Valve Box	EA	400.00
	E27	Install 2" Corporation Stop with Valve Box	EA	700.00
	E28	Install 4" gate valve & box	EA	600.00
	E29	Install 6" gate valve & box	EA	800.00
	E30	Install 8" gate valve & box	EA	1200.00
	E31	Install 12" gate valve & box	EA	2200.00
	E32	Install 8"x2" service saddle	EA	900.00
	E33	Install 12"x1" service saddle	EA	1200.00
	E34	Install 12"x2" service saddle	EA	1300.00
	E35	Connect new 1" water line w/existing 1" water line	EA	400.00
	E36	Connect new 2" water line w/existing 2" water line	EA	500.00
	E37	Connect new 4" water line w/existing 4" water line	EA	600.00
	E38	Connect new 6" water line w/existing 6" water line	EA	700.00
	E39	Connect new 8" water line w/existing 8" water line	EA	800.00
	E40	Connect new 12" water line w/existing 12" water line	EA	1000.00
	E41	Install 3/4 inch service connections	EA	525.00
	E42	Remove and dispose of existing fire hydrant	EA	500.00
	E43	Salvage existing fire hydrant and re-install in new location	EA	3200.00
	E44	Repair pavement with cold mix asphalt	TON	150.00
	E45	Furnish and install 8" x 6" ductile iron fire hydrant tee	EA	535.00
	E46	Furnish and install 6" ductile iron pipe fire hydrant lead piping	EA	625.00
	E47	Furnish and install 8" x 6" fire hydrant or approved equal, including lead & FH valve	EA	4500.00
F. Sliplining With HDPE or FRP Rehabilitation				
	F1	6" HDPE IPS SDR 21 (0'- 8' deep)	LF	46.00
	F2	6" HDPE IPS SDR 21 (8'- 12' deep)	LF	50.60
	F3	6" HDPE IPS SDR 21 (12'- 16' deep)	LF	55.20

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	F4	8" HDPE IPS SDR 21 (0'- 8' deep)	LF	46.00
	F5	8" HDPE IPS SDR 21 (8'- 12' deep)	LF	50.60
	F6	8" HDPE IPS SDR 21 (12'- 16' deep)	LF	55.20
	F7	10" HDPE IPS SDR 21 (0'- 8' deep)	LF	50.60
	F8	10" HDPE IPS SDR 21 (8'- 12' deep)	LF	55.20
	F9	10" HDPE IPS SDR 21 (12'- 16' deep)	LF	59.80
	F10	12" HDPE IPS SDR 21 (0'- 8' deep)	LF	59.80
	F11	12" HDPE IPS SDR 21 (8'- 12' deep)	LF	64.40
	F12	12" HDPE IPS SDR 21 (12'- 16' deep)	LF	69.00
	F13	16" HDPE IPS SDR 21 (0'- 8' deep)	LF	69.00
	F14	16" HDPE IPS SDR 21 (8'- 12' deep)	LF	78.20
	F15	16" HDPE IPS SDR 21 (12'- 16' deep)	LF	92.00
	F16	18" HDPE IPS SDR 21 (0'- 8' deep)	LF	82.80
	F17	18" HDPE IPS SDR 21 (8'- 12' deep)	LF	92.00
	F18	18" HDPE IPS SDR 21 (12'- 16' deep)	LF	110.40
	F19	20" HDPE IPS SDR 21 (0'- 8' deep)	LF	110.40
	F20	20" HDPE IPS SDR 21 (8'- 12' deep)	LF	119.60
	F21	20" HDPE IPS SDR 21 (12'- 16' deep)	LF	133.40
	F22	24" HDPE IPS SDR 21 (0'- 8' deep)	LF	128.80
	F23	24" HDPE IPS SDR 21 (8'- 12' deep)	LF	138.00
	F24	24" HDPE IPS SDR 21 (12'- 16' deep)	LF	151.80
	F25	27" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	253.00
	F26	30" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	276.00
	F27	36" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	322.00
	F28	42" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	368.00
	F29	48" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	506.00
	F30	54" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	552.00
	F31	60" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	736.00
	F32	72" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	920.00
	F33	27" Installation of FRP or SRPCP segments <10lf joints	LF	303.60
	F34	30" Installation of FRP or SRPCP segments <10lf joints	LF	331.20
	F35	36" Installation of FRP or SRPCP segments <10lf joints	LF	386.40
	F36	42" Installation of FRP or SRPCP segments <10lf joints	LF	441.60
	F37	48" Installation of FRP or SRPCP segments <10lf joints	LF	607.20
	F38	54" Installation of FRP or SRPCP segments <10lf joints	LF	662.40
	F39	60" Installation of FRP or SRPCP segments <10lf joints	LF	883.20
	F40	72" Installation of FRP or SRPCP segments <10lf joints	LF	1104.00
	F41	27" Set-up for contiguous installations < 150 lf	LS	920.00
	F42	30" Set-up for contiguous installations < 150 lf	LS	1840.00
	F43	36" Set-up for contiguous installations < 150 lf	LS	1840.00
	F44	42" Set-up for contiguous installations < 150 lf	LS	1840.00
	F45	48" Set-up for contiguous installations < 150 lf	LS	1840.00
	F46	54" Set-up for contiguous installations < 150 lf	LS	1840.00
	F47	60" Set-up for contiguous installations < 150 lf	LS	1840.00
	F48	72" Set-up for contiguous installations < 150 lf	LS	1840.00
	F49	All Sizes Annular space grouting cement slurry base	CUFT	60.00
	F50	All Sizes Set-up for annular space grouting <100 cubic feet	LS	5000.00
	F51	High Density Urethane for grouting, slab lifting, void filling, pipe sealing etc.(500lb.min)	LB	92.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
G. Manhole and Structure Rehabilitation				
	G1	Structure (Manhole) Rehabilitation and Corrosion Protection and Additional Associated Items.		
	G2	Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch Portland-based cementitious liner	VF	150.00
	G3	Manhole Rehabilitation (Standard 5-ft Diameter) - 1-inch Portland-based cementitious liner	VF	160.00
	G4	Manhole Rehabilitation (Standard 6-ft Diameter) - 1-inch Portland-based cementitious liner	VF	170.00
	G5	Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch Calcium Aluminate-based cementitious liner	VF	200.00
	G6	Manhole Rehabilitation (Standard 5-ft Diameter) - 1-inch Calcium Aluminate-based cementitious liner	VF	230.00
	G7	Manhole Rehabilitation (Standard 6-ft Diameter) - 1-inch Calcium Aluminate-based cementitious liner	VF	260.00
	G8	Manhole Rehabilitation (Standard 4-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	300.00
	G9	Manhole Rehabilitation (Standard 5-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	350.00
	G10	Manhole Rehabilitation (Standard 6-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	400.00
	G11	Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch Geopolymer liner	VF	400.00
	G12	Manhole Rehabilitation (Standard 5-ft Diameter) - 1-inch Geopolymer liner	VF	450.00
	G13	Manhole Rehabilitation (Standard 6-ft Diameter) - 1-inch Geopolymer liner	VF	500.00
	G14	Manhole Rehabilitation (Standard 4-ft Diameter) - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	VF	600.00
	G15	Manhole Rehabilitation (Standard 5-ft Diameter) - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	VF	650.00
	G16	Manhole Rehabilitation (Standard 6-ft Diameter) - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	VF	700.00
	G17	Rebuild Bench and Invert	EA	1000.00
	G18	Lift / Pump Station Rehabilitation - 125 mil Epoxy / Polyurea / or approved equal	SQFT	80.00
	G19	Lift / Pump Station Rehabilitation - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	SQFT	175.00
	G20	Lift / Pump Station Rehabilitation - Composite System - each additional 1/2 inch Cementitious liner	SQFT	25.00
	G21	Lift / Pump Station Rehabilitation - 1-inch Geopolymer liner	SQFT	145.00
	G22	Lift / Pump Station Rehabilitation - Geopolymer liner each additional 1/2 inch	SQFT	40.00
	G23	WWTP Structure Rehabilitation - 125 mil Epoxy / Polyurea / or approved equal	SQFT	80.00
	G24	WWTP Structure Rehabilitation - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	SQFT	175.00
	G25	WWTP Structure Rehabilitation - Composite System - each additional 1/2 inch Cementitious liner	SQFT	25.00
	G26	WWTP Structure Rehabilitation - 1-inch Geopolymer liner	SQFT	145.00
	G27	WWTP Structure Rehabilitation - Geopolymer liner each additional 1/2 inch	SQFT	40.00
	G28	Vacuum Test Manhole (12" mainline or smaller)	EA	400.00
	G29	Holiday Test Manhole (Epoxy Only)	EA	400.00
	G30	Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - 1-inch cementitious	SQFT	35.00
	G31	Manhole Rehabilitation - Epoxy/Polyurea/or approved equal - (Standard 4-ft Diameter)	VF	400.00
	G32	Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - Epoxy/Polyurea/or approved equal	SQFT	80.00
	G33	Manhole Rehabilitation - w/1 inch Geopolymer	VF	400.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	G34	Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - 1-inch Geopolymer	SQFT	145.00
	G35	Installation of FRP rehabilitation structures up to 6' depth (Standard 4-ft Diameter)	EA	1800.00
	G36	Additional depth for FRP rehabilitation structures (Standard 4-ft Diameter)	VF	400.00
	G37	All Sizes Installation of poured in place structure without forms remaining depth <10 vf	SQFT	90.00
	G38	All Sizes Installation of poured in place structure with forms remaining depth <10 vf	SQFT	90.00
	G39	All Sizes Installation of poured in place structure without forms remaining depth +10 vf <20 vf	SQFT	90.00
	G40	All Sizes Installation of poured in place structure with forms remaining depth +10 vf <20 vf	SQFT	90.00
	G41	All Sizes Installation of poured in place structure without forms remaining depth +20 vf <40 vf	SQFT	90.00
	G42	All Sizes Installation of poured in place structure with forms remaining depth +20 vf <40 vf	SQFT	90.00
	G43	All Sizes Set-up for install of poured in place MH structure <100 sq ft	LS	1380.00
	G44	All Sizes Installation of Manhole Chimney Seal	EA	552.00
	G45	New manhole frame and cover-24"	EA	850.00
	G46	New manhole frame and cover-32"	EA	1500.00
	G47	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.)-24"	EA	1600.00
	G48	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.)-32"	EA	1920.00
	G49	Adjust manhole frame and cover up to 1 Ft	EA	950.00
	G50	Adjust manhole frame and cover over 1 Ft	VF	500.00
	G51	Invert Installation, 4' Dia.	EACH	1400.00
	G52	Invert Installation, 5' Dia.	EACH	1500.00
	G53	Invert Installation, 6' Dia.	EACH	1700.00
	G54	Invert Installation, Other Configurations	SF	2500.00
	G55	MACP MH Inspections - Level 1	EA	125.00
	G56	MACP MH Inspections - Level 2	EA	225.00
	G57	MACP MH Inspections - w/ Lidar - Level 2	EA	275.00
	G58	MACP MH Inspections - Level 1 (Deliverable)	EA	20.00
	G59	MACP MH Inspections - Level 2 (Deliverable)	EA	125.00
	G60	MACP MH Inspections w/ Lidard - Level 2 (Deliverable)	EA	200.00
	G61	WTP Structure Rehabilitation - 125 mil Epoxy / Polyurea / or Approved Equal	SQFT	80.00
	G62	WTP Structure Rehabilitation - Composite System - 1" Cementitious + 125 mils Epoxy / Polyeurea	SQFT	175.00
	G63	WTP Structure Rehabilitation - Composite System - each additional 1/2 inch Cementitious Liner	SQFT	25.00
	G64	WTP Structure Rehabilitation - 1-inch Geopolymer Liner	SQFT	145.00
	G65	WTP Structure Rehabilitation - Geopolymer liner each additional 1/2 inch	SQFT	40.00
	G66	Assessment Technician (Engineering, Inspection, Etc.) - $300	HR	300.00
H. Excavation and Associated Items.				
	H1	6" - 8" Point repair (0'- 8' deep)	EA	4830.00
	H2	6" - 8" Point repair (8'- 12' deep)	EA	5520.00
	H3	6" - 8" Point repair (12'-16' deep)	EA	10350.00
	H4	10" - 12" Point repair (0'- 8' deep)	EA	5060.00
	H5	10" - 12" Point repair (8'- 12' deep)	EA	5750.00
	H6	10" - 12" Point repair (12'-16' deep)	EA	11500.00
	H7	15" - 18" Point repair (0'-8' deep)	EA	6900.00
	H8	15" - 18" Point repair (8'-12' deep)	EA	8050.00
	H9	15" - 18" Point repair (12'-16' deep)	EA	13800.00
	H10	21" - 24" Point repair (0'-8' deep)	EA	13800.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	H11	21" - 24" Point repair (8'-12' deep)	EA	16100.00
	H12	21" - 24" Point repair (12'-16' deep)	EA	20700.00
	H13	6" - 8" Point repair extra length over 10 linear feet	LF	89.70
	H14	10" - 12" Point repair extra length over 10 linear feet	LF	89.70
	H15	15" - 18" Point repair extra length over 10 linear feet	LF	138.00
	H16	21" - 24" Point repair extra length over 10 linear feet	LF	207.00
	H17	Obstruction Removal (0'- 12' deep)	EA	3450.00
	H18	Obstruction Removal (12'- 15' deep)	EA	5750.00
	H19	External reconnect (0'- 8' deep) up to 5 linear feet	EA	1265.00
	H20	External reconnect (8'- 12' deep) up to 5 linear feet	EA	1725.00
	H21	External reconnect (12'- 16' deep) up to 5 linear feet	EA	4025.00
	H22	External reconnect (16-20' deep) up to 5 linear feet	EA	9775.00
	H23	External reconnect (over 20' deep) up to 5 linear feet	EA	14375.00
	H24	Extra length service connection over 5 linear feet	LF	127.00
	H25	Remove and replace or install cleanout	EA	1840.00
	H26	New pipe installation by open cut 6" - 8" (0'- 8' deep)	LF	75.00
	H27	New pipe installation by open cut 6" - 8" (8'- 12' deep)	LF	80.00
	H28	New pipe installation by open cut 6" - 8" (12'-16' deep)	LF	105.00
	H29	New pipe installation by open cut 10" - 12" (0'- 8' deep)	LF	79.00
	H30	New pipe installation by open cut 10" - 12" (8'- 12' deep)	LF	86.00
	H31	New pipe installation by open cut 10" - 12" (12'-16' deep)	LF	115.00
	H32	New pipe installation by open cut 15" - 18" (0'-8' deep)	LF	125.00
	H33	New pipe installation by open cut 15" - 18" (8'-12' deep)	LF	145.00
	H34	New pipe installation by open cut 15" - 18" (12'-16' deep)	LF	165.00
	H35	New pipe installation by open cut 21" - 24" (0'-8' deep)	LF	145.00
	H36	New pipe installation by open cut 21" - 24" (8'-12' deep)	LF	165.00
	H37	New pipe installation by open cut 21" - 24" (12'-16' deep)	LF	185.00
	H38	Mobilization for open cut WO under 200' of pipe	EA	2500.00
	H39	Connection to existing manhole for open cut intallation	EA	2000.00
	H40	Pipe Seal Fix (8" Diameter)-Stainless Steel with EDPM	EA	3500.00
	H41	Pipe Seal Fix (10" Diameter)-Stainless Steel with EDPM	EA	3640.00
	H42	Pipe Seal Fix (12" Diameter)-Stainless Steel with EDPM	EA	3780.00
	H43	Pipe Seal Fix (15" Diameter)-Stainless Steel with EDPM	EA	4060.00
	H44	Pipe Seal Fix (18" Diameter)-Stainless Steel with EDPM	EA	4340.00
	H45	Pipe Seal Fix (21" Diameter)-Stainless Steel with EDPM	EA	4760.00
	H46	Pipe Seal Fix (24" Diameter)-Stainless Steel with EDPM	EA	5320.00
	H47	Access Pit (0'-8' deep)	EA	2875.00
	H48	Access Pit (8'-12' deep)	EA	4025.00
	H49	Access Pit (12'-16' deep)	EA	7475.00
	H50	Access Pit (16'-20' deep)	EA	9775.00
	H51	Access Pit (over 20' deep)	EA	15000.00
	H52	Potholing for Nearby Utility Location or Obstruction Removal (0'-8' deep)	EA	2300.00
	H53	Potholing for Nearby Utility Location or Obstruction Removal (8'-12' deep)	EA	2875.00
	H54	Potholing for Nearby Utility Location or Obstruction Removal (12'-16' deep)	EA	4025.00
	H55	Potholing for Nearby Utility Location or Obstruction Removal (16'-20' deep)	EA	7475.00
	H56	Trench safety (0-8' deep)	LF	5.75
	H57	Trench safety (8-12' deep)	LF	9.00
	H58	Trench safety (12-16' deep)	LF	20.00
	H59	Trench safety (16-20' deep)	LF	35.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	H60	Trench safety over 20' deep)	LF	100.00
	H61	Install New 4' DIA precast manhole 0' - 6' deep	EA	5980.00
	H62	Extra depth 4' DIA precast manhole over 6' deep	VF	633.00
	H63	Install New 5' DIA precast manhole 0' - 6' deep	EA	7820.00
	H64	Extra depth 5' DIA precast manhole over 6' deep	VF	863.00
	H65	Install New 6' DIA precast manhole 0' - 6' deep	EA	11270.00
	H66	Extra depth 6' DIA precast manhole over 6' deep	VF	1214.00
	H67	Install New 4' DIA fiberglass manhole 0' - 6' deep	EA	6325.00
	H68	Extra depth 4' DIA fiberglass manhole over 6' deep	VF	633.00
	H69	Install New 5' DIA fiberglass manhole 0' - 6' deep	EA	8050.00
	H70	Extra depth 5' DIA fiberglass manhole over 6' deep	VF	914.00
	H71	Install New 6' DIA fiberglass manhole 0' - 6' deep	EA	13800.00
	H72	Extra depth 6' DIA fiberglass manhole over 6' deep	VF	1214.00
	H73	Sanitary Sewer Structure, Type B Structure, Up to 6' deep	EA	14375.00
	H74	Extra Depth Type B Structure, greater than 6' depth	VF	863.00
	H75	Sanitary Sewer Structure, Type C Structure, Up to 6' deep	EA	14375.00
	H76	Extra Depth Type C Structure, greater than 6' depth	VF	863.00
	H77	Cement stabilized sand	TON	44.00
	H78	Granular backfill/Crushed Rock	TON	41.00
	H79	Flowable Fill	CY	167.00
	H80	Dewatering setup (well pointing) maximum 25' deep, includes 20 linear feet setup	EA	8625.00
	H81	Extra length dewatering over 20 linear feet	LF	100.00
	H82	Operation Maintain Well Points by the Day	DAY	978.00
	H83	Extra hand excavation	CY	144.00
I. Horizontal Directional Drilling (HDD)				
	I1	2"-4" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA/LF	38.79
	I2	2"-4" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA/LF	38.79
	I3	2"-4" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA/LF	45.00
	I4	2"-4" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	46.88
	I5	2"-4" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA/LF	5.63
	I6	6"-8" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA/LF	43.28
	I7	6"-8" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA/LF	43.28
	I8	6"-8" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA/LF	48.91
	I9	6"-8" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	59.21
	I10	6"-8" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA/LF	8.13
	I11	10"-12" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA/LF	46.88
	I12	10"-12" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA/LF	46.88
	I13	10"-12" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA/LF	50.68
	I14	10"-12" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	70.31
	I15	10"-12" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA/LF	13.75
	I16	15"-18" Installation of pipe clay ground conditions (pipe cost excluded	IN/DIA/LF	160.71
	I17	15"-18" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA/LF	160.71
	I18	15"-18" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded	IN/DIA/LF	208.34
	I19	15"-18" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	225.00
	I20	15"-18" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA/LF	26.04
	I21	21"-24" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA/LF	187.50
	I22	21"-24" Installation of pipe loose sand ground conditions (pipe cost excluded	IN/DIA/LF	187.50
	I23	21"-24" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA/LF	255.69

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	I24	21"-24" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	312.50
	I25	21"-24" Installation of pipe ground conditions per 1000 psi increase over 8000 ps	IN/DIA/LF	31.96
	I26	Access Pit for Directional Drill (0'-8' deep)	EA	1106.25
	I27	Access Pit for Directional Drill (8'-12' deep)	EA	1666.25
	I28	Access Pit for Directional Drill (12'-16' deep)	EA	2962.50
	I29	Access Pit for Directional Drill (16'-20' deep)	EA	5556.25
	I30	2"-4" Set-up for contiguous lengths <150 lf	LS	3625.00
	I31	6"-8" Set-up for contiguous lengths <150 lf	LS	3625.00
	I32	10"-12" Set-up for contiguous lengths <150 lf	LS	3625.00
	I33	15"-18" Set-up for contiguous lengths <150 lf	LS	3625.00
	I34	21"-24" Set-up for contiguous lengths <150 lf	LS	3625.00
	I35	27"-36" Set-up for contiguous lengths <150 lf	LS	3625.00
J. Bypass Pumping for Gravity Pipe and Associated Items.				
	J1	Set up 4" pump and piping including up to 1000 feet of bypass discharge line	EA	2559.00
	J2	Set up 6" pump and piping including up to 1000 feet of bypass discharge line	EA	4800.00
	J3	Set up 8" pump and piping including up to 1000 feet of bypass discharge line	EA	11000.00
	J4	Set up 12" pump and piping including up to 1000 feet of bypass discharge line	EA	17400.00
	J5	Set up 18" pump and piping including up to 1000 feet of bypass discharge line	EA	27000.00
	J6	Additional Length 8" Bypass Discharge Line over 1000 feet	LF	36.00
	J7	Additional Length 10" Bypass Discharge Line over 1000 feet	LF	48.00
	J8	Additional Length 12" Bypass Discharge Line over 1000 feet	LF	88.00
	J9	Additional Length 18" Bypass Discharge Line over 1000 feet	LF	132.00
	J10	Operate 4" pumping System per pump	DAY	500.00
	J11	Operate 6" pumping System per pump	DAY	2880.00
	J12	Operate 8" pumping System per pump	DAY	5640.00
	J13	Operate 12" pumping System per pump	DAY	8840.00
	J14	Operate 18" pumping System per pump	DAY	17760.00
	J15	Bypass - Driveway Ramp (Setup, Operate, Maintain)	DAY	3000.00
	J16	Bypass - Street Ramp (Setup, Operate, Maintain)	DAY	3000.00
	J17	Bypass - Street Trenching excluding restoration for 8" Pipe (Setup, Operate, Maintain)	LF	92.00
	J18	Bypass - Street Trenching excluding restoration for 12" Pipe (Setup, Operate, Maintain)	LF	92.00
	J19	Bypass - Street Trenching excluding restoration for 18" Pipe (Setup, Operate, Maintain)	LF	92.00
	J20	PIPE FUSION MACHINE 6"-18"	DAY	625.00
	J21	PIPE FUSION MACHINE 4" - 12"	DAY	550.00
	J22	PUMP 3" SELF PRIME - DIESEL	DAY	87.50
	J23	PUMP 3" VENTURI PRIME - DIESEL	DAY	106.00
	J24	PUMP 4" VAC ASSIST - DIESEL	DAY	148.00
	J25	PUMP 4" DBA-SILENCER VAC ASSIST - DIESEL	DAY	153.00
	J26	PUMP 6" VAC ASSIST - DIESEL	DAY	163.00
	J27	PUMP 6" DBA-SILENCER VAC ASSIST - DIESEL	DAY	191.00
	J28	PUMP 8" VENTURI PRIME - DIESEL	DAY	258.00
	J29	PUMP 8" SUPER VENTURI PRIME - DIESEL	DAY	258.00
	J30	PUMP 8" SUPER VAC ASSIST - DIESEL	DAY	258.00
	J31	PUMP 8" SUPER VAC ASSIST - DIESEL	DAY	450.00
	J32	PUMP 12" VENTURI PRIME - DIESEL	DAY	430.00
	J33	PUMP 12" VAC ASSIST - DIESEL	DAY	430.00
	J34	PUMP 12" DBA-SILENCER VAC ASSIST - DSL	DAY	600.00
	J35	PUMP 12" SUPERVAC ASSIST - DIESEL	DAY	430.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	J36	PUMP 12"DBA-SILNCER SUPER VAC ASSIST-DSL	DAY	600.00
	J37	PUMP 14" VAC ASSIST - DIESEL	DAY	758.00
	J38	PUMP 18" VAC ASSIST - DIESEL	DAY	1225.00
	J39	PUMP 18" DBA-SILENCER VAC ASSIST - DSL	DAY	875.00
	J40	PUMP 10X8 VAC ASSIST - DIESEL	DAY	438.00
	J41	PUMP 10X8 DBA-SILENCER VAC ASSIST-DIESEL	DAY	625.00
	J42	PUMP 1" TO 1.5" AOD - POLY	DAY	67.00
	J43	PUMP 2" AOD - ALUMINUM	DAY	47.00
	J44	PUMP 2" AOD - STAINLESS	DAY	95.00
	J45	PUMP 2" AOD - POLY	DAY	116.00
	J46	PUMP 3" AOD - ALUMINUM	DAY	53.00
	J47	PUMP 3" AOD - STAINLESS	DAY	116.00
	J48	PUMP 2" TRASH	DAY	75.00
	J49	PUMP 3" TRASH	DAY	106.00
	J50	PUMP 4" TRASH	DAY	147.00
	J51	PUMP 4" HYDRAULIC HEAD - VORTEX	DAY	125.00
	J52	4" HYDRAULIC PUMP HEAD - CAST IRON	DAY	125.00
	J53	4" HYDRAULIC PUMP HEAD - SLUDGE	DAY	125.00
	J54	6" HYDRAULIC PUMP HEAD - CAST IRON	DAY	150.00
	J55	6" HYDRAULIC PUMP HEAD - STAINLESS	DAY	150.00
	J56	6" HYDRAULIC PUMP HEAD - SLUDGE	DAY	150.00
	J57	8" HYDRAULIC PUMP HEAD - CAST IRON	DAY	188.00
	J58	12" HYDRAULIC PUMP HEAD - CAST IRON	DAY	250.00
	J59	25HP HYDRAULIC POWER UNIT	DAY	188.00
	J60	65HP HYDRAULIC POWER UNIT	DAY	250.00
	J61	150HP HYDRAULIC POWER UNIT	DAY	584.00
	J62	PUMP 6" PISTON DBA-WELLPOINT - DIESEL	DAY	250.00
	J63	PUMP 8" PISTON DBA-WELLPOINT - DIESEL	DAY	375.00
	J64	GATE VALVE 6" AND UNDER STAINLESS STEEL	DAY	20.00
	J65	GATE VALVE 8"	DAY	19.00
	J66	GATE VALVE 8" STAINLESS STEEL	DAY	38.00
	J67	GATE VALVE 12"	DAY	7.00
	J68	GATE VALVE 12" STAINLESS STEEL	DAY	28.00
	J69	GATE VALVE 14"	DAY	20.00
	J70	18" KNIFE GATE VALVE	DAY	185.00
	J71	GATE VALVE 12"	DAY	7.00
	J72	4" CHECK VALVE	DAY	16.00
	J73	12" CHECK VALVE	DAY	47.00
	J74	STANDALONE PUMP MANIFOLD	DAY	188.00
	J75	HOSE 2X20 PVC SUCTION - CAMLOCK	DAY	12.00
	J76	HOSE 2X20 RUBBER SUCTION - CAMLOCK	DAY	12.00
	J77	HOSE 2X50 RUBBER DISCHARGE - CAMLOCK	DAY	12.00
	J78	HOSE 2X50 LAYFLAT DISCHARGE - CAMLOCK	DAY	9.00
	J79	HOSE 3X20 PVC SUCTION - CAMLOCK	DAY	33.00
	J80	HOSE 3X20 TANK TRUCK - CAMLOCK	DAY	33.00
	J81	HOSE 3X20 RUBBER SUCTION - CAMLOCK	DAY	33.00
	J82	HOSE 3X50 LAYFLAT DISCHARGE - CAMLOCK	DAY	10.00
	J83	HOSE 4X10 RUBBER SUCTION - QC	DAY	19.00
	J84	HOSE 4X20 PVC SUCTION - CAMLOCK	DAY	14.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	J85	HOSE 4X20 KANAFLEX SUCTION - CAMLOCK	DAY	24.00
	J86	HOSE 4X20 OSD - FLANGED	DAY	31.00
	J87	HOSE 4X20 TANK TRUCK - FLANGED	DAY	31.00
	J88	HOSE 4X20 TANK TRUCK - CAMLOCK	DAY	24.00
	J89	HOSE 4X20 RUBBER SUCTION - CAMLOCK	DAY	24.00
	J90	HOSE 4X20 RUBBER SUCTION - QC	DAY	24.00
	J91	HOSE 4X50 LAYFLAT DISCHARGE - CAMLOCK	DAY	24.00
	J92	HOSE 4X50 LAYFLAT DISCHARGE - QC	DAY	24.00
	J93	HOSE 4X50 RUBBER DISCHARGE - CAMLOCK	DAY	24.00
	J94	HOSE 6X10 RUBBER SUCTION - CAMLOCK	DAY	24.00
	J95	HOSE 6X10 RUBBER SUCTION - QC	DAY	24.00
	J96	HOSE 6X20 PVC SUCTION - CAMLOCK	DAY	24.00
	J97	HOSE 6X20 KANAFLEX SUCTION - CAMLOCK	DAY	44.00
	J98	HOSE 6X20 KANAFLEX SUCTION - QC	DAY	44.00
	J99	HOSE 6X20 COMPOSITE OSD - FLANGED	DAY	44.00
	J100	HOSE 6X20 OSD - FLANGED	DAY	44.00
	J101	HOSE 6X20 TANK TRUCK - CAMLOCK	DAY	44.00
	J102	HOSE 6X20 RUBBER SUCTION - CAMLOCK	DAY	44.00
	J103	HOSE 6X20 RUBBER SUCTION - QC	DAY	44.00
	J104	HOSE 6X50 LAYFLAT DISCHARGE - CAMLOCK	DAY	44.00
	J105	HOSE 6X50 LAYFLAT DISCHARGE - QC	DAY	44.00
	J106	HOSE 6X50 RUBBER DISCHARGE - CAMLOCK	DAY	44.00
	J107	HOSE 8X10 KANAFLEX SUCTION - QC	DAY	75.00
	J108	HOSE 8X10 RUBBER SUCTION - QC	DAY	50.00
	J109	HOSE 8X20 KANAFLEX SUCTION - CAMLOCK	DAY	50.00
	J110	HOSE 8X20 KANAFLEX SUCTION - QC	DAY	50.00
	J111	HOSE 8X20 COMPOSITE OSD - FLANGED	DAY	50.00
	J112	HOSE 8X20 OSD - FLANGED	DAY	50.00
	J113	HOSE 8X20 RUBBER SUCTION - QC	DAY	50.00
	J114	HOSE 8X50 LAYFLAT DISCHARGE - CAMLOCK	DAY	50.00
	J115	HOSE 8X50 LAYFLAT DISCHARGE - QC	DAY	50.00
	J116	HOSE 8X50 RUBBER DISCHARGE - QC	DAY	50.00
	J117	HOSE 10X20 OSD - FLANGED	DAY	57.00
	J118	HOSE 12X10 STAINLESS - FLANGED	DAY	125.00
	J119	HOSE 12X10 OSD - FLANGED	DAY	83.00
	J120	HOSE 12X10 RUBBER SUCTION - FLANGED	DAY	83.00
	J121	HOSE 12X10 RUBBER SUCTION - QC	DAY	83.00
	J122	HOSE 12X20 OSD - FLANGED	DAY	75.00
	J123	HOSE 12X20 RUBBER SUCTION - QC	DAY	83.00
	J124	HOSE 12X25 OSD - FLANGED	DAY	74.00
	J125	HOSE 12X25 OSD DISCHARGE - FLANGED	DAY	74.00
	J126	HOSE 12X30 OSD DISCHARGE - FLANGED	DAY	148.00
	J127	HOSE 14X10 OSD - FLANGED	DAY	148.00
	J128	HOSE 14X20 OSD - FLANGED	DAY	144.00
	J129	6 X 6 CONTAINMENT BERM	DAY	63.00
	J130	8" 45 DEGREE QC ELBOW FITTING	DAY	19.00
	J131	8" 90 DEGREE BAUER FITTING	DAY	19.00
	J132	1 X 50 HYD HOSE	DAY	113.00
	J133	1-1/4 X 50 HYDRAULIC HOSE	DAY	113.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	J134	FLANGED REDUCERS (ALL SIZES)	DAY	13.00
	J135	Y'S	DAY	7.00
	J136	T'S	DAY	13.00
	J137	STRAINERS (ALL SIZES)	DAY	7.00
	J138	BUTTERFLY VALVES	DAY	19.00
	J139	90'S	DAY	25.00
	J140	45'S	DAY	25.00
	J141	4" ISOLATION VALVE	DAY	19.00
	J142	GATE VALVE 6" AND UNDER	DAY	17.00
	J143	12" HDPE 90	DAY	19.00
	J144	SUCTION/DISCHARGE MANIFOLD	DAY	125.00
	J145	12 X 12 CONTAINMENT BERM	DAY	125.00
	J146	12"-18" PIPE PLUG	DAY	51.00
	J147	4 X 10 BAUER PIPE	DAY	19.00
	J148	6 X 10 BAUER PIPE	DAY	19.00
	J149	6 X 20 BAUER PIPE	DAY	25.00
	J150	8 X 10 BAUER PIPE	DAY	25.00
	J151	8 X 20 BAUER PIPE	DAY	25.00
	J152	10' BRIDGE STYLE ROAD CROSSING	DAY	375.00
	J153	12" ROAD CROSSING	DAY	73.00
	J154	12" ROAD CROSSING DOUBLE WIDE	DAY	125.00
	J155	8" ROAD CROSSING	DAY	125.00
	J156	10" ROAD CROSSING DOUBLE WIDE	DAY	125.00
	J157	12" ROAD CROSSING	DAY	125.00
	J158	12" ROAD CROSSING DOUBLE WIDE	DAY	125.00
	J159	18" ROAD CROSSING	DAY	188.00
	J160	12 X 10 TYPE A BAUER PIPE	DAY	25.00
	J161	JET ROD	DAY	89.00
	J162	15" - 30" PIPE PLUG	DAY	89.00
	J163	WELLPOINT RISER	DAY	5.00
	J164	SWING ARM ASSEMBLY	DAY	5.00
	J165	8" WELLPOINT HEADER PVC	DAY	25.00
	J166	8" SCHEDULE 40 PVC 90	DAY	12.00
	J167	8" SCHEDULE 40 PVC TEE	DAY	12.00
	J168	6X20 WELLPOINT HEADER PIPE	DAY	19.00
	J169	6" - 20" FUSION MACHINE	DAY	625.00
	J170	8" HDPE PIPE DR17	LF	5.00
	J171	12X8 HDPE REDUCER	DAY	13.00
	J172	12" HDPE PIPE SDR 17	LF	5.00
	J173	12" HDPE PIPE SDR 26	LF	5.00
	J174	14" HDPE 14 X 12 REDUCER	DAY	8.00
	J175	18X12 HDPE REDUCER	DAY	8.00
	J176	18" HDPE 90	DAY	8.00
	J177	18" HDPE SDR 32.5	DAY	3.00
	J178	18" HDPE FLG W/BACKUP RING	DAY	8.00
	J179	18" HDPE 45 BEND	DAY	8.00
	J180	18" KNIFE VALVE	DAY	63.00
	J181	HDPE 45'S	DAY	3.00
	J182	HDPE 90'S	DAY	3.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	J183	18" HDPE PIPE DR17	LF	5.00
	J184	24" - 48" PIPE PLUG	DAY	160.00
	J185	8" PIPE PLUG	DAY	20.00
	J186	10" PIPE PLUG	DAY	24.00
	J187	12" PIPE PLUG	DAY	27.00
	J188	36" - 60" PIPE PLUG	DAY	297.00
	J189	12" FLNG TEE FLOAT HDPE	DAY	7.00
	J190	18 HDPE FLOATING TEE SUCTION	DAY	10.00
	J191	18" X 4" SADDLE	DAY	19.00
	J192	4" QC 45 BEND	DAY	7.00
	J193	4" QC 90 BEND	DAY	7.00
	J194	END CAP 6"	DAY	7.00
	J195	6" QC FLG X SOCKET	DAY	5.00
	J196	6" QC TEE	DAY	3.00
	J197	6" QC 45 BEND	DAY	5.00
	J198	16" HDPE PIPE	DAY	3.00
	J199	6" QC 90 BEND	DAY	5.00
	J200	8" QC FLG X SOCKET	DAY	3.00
	J201	8X12 QC ENLARGER	DAY	5.00
	J202	8"QC MPT X BALL	DAY	5.00
	J203	8 X 6 QC REDUCER	DAY	5.00
	J204	8" QC STRAINER	DAY	7.00
	J205	8" QC TEE	DAY	3.00
	J206	8" QC 45 BEND	DAY	3.00
	J207	8" QC FLG X BALL	DAY	15.00
	J208	8" QC 90 BEND	DAY	3.00
	J209	FLOAT SWITCH	DAY	9.00
	J210	8 X 20 QCP PIPE DR26	DAY	25.00
	J211	12" QC 90	DAY	5.00
	J212	12" QC 45	DAY	5.00
	J213	FITTING ELBOW 4" 90 DEGREES	DAY	7.00
	J214	FITTING ELBOW 8" 90 DEGREES	DAY	19.00
	J215	PUMP HYDROSTATIC TEST 10K PSI AIR	DAY	43.00
	J216	PUMP HYDROSTATIC TEST 8K PSI	DAY	59.00
	J217	HOSE 8' PUMP HYDROSTATIC TEST	DAY	73.00
	J218	PUMP WATCH PER 8 HOUR SHIFT	8HR	2000.00
	J219	HYDROSTATIC TESTING OF PIPING	HOUR	400.00
	J220	24 HOUR SYSTEM TEST	HOUR	400.00
	J221	TEAR DOWN 4" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	DAY	2400.00
	J222	TEAR DOWN 6" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	DAY	3000.00
	J223	TEAR DOWN 8" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	DAY	4300.00
	J224	TEAR DOWN 12" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	DAY	4200.00
	J225	TEAR DOWN 18" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	DAY	5500.00
	J226	TEAR DOWN ADDITIONAL BYPASS DISCHARGE LINE OVER 1000 FEET (ALL SIZES)	DAY	1500.00
K. Pressure Pipe Lining and Reinforced Pressure Pipe Lining Systems				
	K1	6" Installation of Pressure Pipe Lining (Potable)	LF	360.00
	K2	8" Installation of Pressure Pipe Lining (Potable)	LF	405.00
	K3	10" Installation of Pressure Pipe Lining (Potable)	LF	465.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	K4	12" Installation of Pressure Pipe Lining (Potable)	LF	516.00
	K5	15" Installation of Pressure Pipe Lining (Potable)	LF	585.00
	K6	18" Installation of Pressure Pipe Lining (Potable)	LF	705.00
	K7	21" Installation of Pressure Pipe Lining (Potable)	LF	786.00
	K8	24" Installation of Pressure Pipe Lining (Potable)	LF	879.00
	K9	27" Installation of Pressure Pipe Lining (Potable)	LF	960.00
	K10	30" Installation of Pressure Pipe Lining (Potable)	LF	1185.00
	K11	33" Installation of Pressure Pipe Lining (Potable)	LF	1380.00
	K12	36" Installation of Pressure Pipe Lining (Potable)	LF	1518.00
	K13	39" Installation of Pressure Pipe Lining (Potable)	LF	1746.00
	K14	42" Installation of Pressure Pipe Lining (Potable)	LF	2070.00
	K15	48" Installation of Pressure Pipe Lining (Potable)	LF	2760.00
	K16	54" Installation of Pressure Pipe Lining (Potable)	LF	3300.00
	K17	6" Reinforced Pressure Pipe Lining (Non-Potable)	LF	270.00
	K18	8" Reinforced Pressure Pipe Lining (Non-Potable)	LF	330.00
	K19	10" Reinforced Pressure Pipe Lining (Non-Potable)	LF	390.00
	K20	12" Reinforced Pressure Pipe Lining (Non-Potable)	LF	450.00
	K21	15" Reinforced Pressure Pipe Lining (Non-Potable)	LF	510.00
	K22	18" Reinforced Pressure Pipe Lining (Non-Potable)	LF	630.00
	K23	21" Reinforced Pressure Pipe Lining (Non-Potable)	LF	696.00
	K24	24" Reinforced Pressure Pipe Lining (Non-Potable)	LF	855.00
	K25	27" Reinforced Pressure Pipe Lining (Non-Potable)	LF	960.00
	K26	30" Reinforced Pressure Pipe Lining (Non-Potable)	LF	1095.00
	K27	33" Reinforced Pressure Pipe Lining (Non-Potable)	LF	1290.00
	K28	36" Reinforced Pressure Pipe Lining (Non-Potable)	LF	1518.00
	K29	39" Reinforced Pressure Pipe Lining (Non-Potable)	LF	1665.00
	K30	42" Reinforced Pressure Pipe Lining (Non-Potable)	LF	2010.00
	K31	48" Reinforced Pressure Pipe Lining (Non-Potable)	LF	2700.00
	K32	54" Reinforced Pressure Pipe Lining (Non-Potable)	LF	3000.00
	K33	6" Installation of End Seal	EA	4140.00
	K34	8" Installation of End Seal	EA	4140.00
	K35	10" Installation of End Seal	EA	4140.00
	K36	12" Installation of End Seal	EA	4140.00
	K37	15" Installation of End Seal	EA	5520.00
	K38	18" Installation of End Seal	EA	6900.00
	K39	21" Installation of End Seal	EA	6900.00
	K40	24" Installation of End Seal	EA	8280.00
	K41	27" Installation of End Seal	EA	8280.00
	K42	30" Installation of End Seal	EA	8280.00
	K43	33" Installation of End Seal	EA	9660.00
	K44	36" Installation of End Seal	EA	9660.00
	K45	39" Installation of End Seal	EA	11040.00
	K46	42" Installation of End Seal	EA	11040.00
	K47	48" Installation of End Seal	EA	13800.00
	K48	54" Installation of End Seal	EA	13800.00
	K49	6"to 12" System set-up charge (<150 lf)	EA	4140.00
	K50	15" to 21" System set-up charge (<150 lf)	EA	4140.00
	K51	24" to 33" System set-up charge (<150 lf)	EA	4140.00
	K52	36" to 54" System set-up charge (<150 lf)	EA	4140.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
L. Pressure Pipeline Bypass				
	L1	Set up bypass of mainlines sizes 2"- 4" AWWA approved bypass	LF	110.40
	L2	Connection of each service from 2"- 4" AWWA approved bypass	EA	1269.60
	L3	Operation of 2"- 4" AWWA approved bypass	Day	2760.00
	L4	Set up bypass of mainlines sizes 6"- 8" AWWA approved bypass	LF	138.00
	L5	Connection of each service from 6"- 8" AWWA approved bypass	EA	1407.60
	L6	Operation of 6"- 8" AWWA approved bypass	Day	3312.00
	L7	Set up bypass of mainlines sizes 10"- 12" AWWA approved bypass	LF	165.60
	L8	Connection of each service from 10"- 12" AWWA approved bypass	EA	1725.00
	L9	Operation of 10"- 12" AWWA approved bypass	Day	5520.00
	L10	Set up bypass of mainlines sizes 13"- 19" AWWA approved bypass	LF	414.00
	L11	Connection of each service from 13"- 19" AWWA approved bypass	EA	1794.00
	L12	Operation of 13"- 19" AWWA approved bypass	Day	6900.00
	L13	Set up bypass of mainlines sizes 20"- 24" AWWA approved bypass	EA	552.00
	L14	Connection of each service from 20"- 24" AWWA approved bypass	EA	2760.00
	L15	Operation of 20"- 24" AWWA approved bypass	Day	6900.00
	L16	Set up bypass of mainlines sizes 25"- 30" AWWA approved bypass	LF	966.00
	L17	Connection of each service from 25"- 30" AWWA approved bypass	EA	2760.00
	L18	Operation of 25"- 30" AWWA approved bypass	Day	8280.00
	L19	Set up bypass of mainlines sizes 31"- 37" AWWA approved bypass	LF	1242.00
	L20	Connection of each service from 31"- 37" AWWA approved bypass	EA	2760.00
	L21	Operation of 31"- 37" AWWA approved bypass	Day	8280.00
	L22	Set up bypass of mainlines sizes 38"- 48" AWWA approved bypass	LF	1656.00
	L23	Connection of each service from 38"- 48" AWWA approved bypass	EA	2760.00
	L24	Operation of 38"- 48" AWWA approved bypass	Day	8280.00
	L25	Annual Generator Maintenance	EA	5000.00
M. Line Cleaning and Inspection for Pressure Pipelines and Mechanical Cleaning				
	M1	6" Cleaning with pressure propelled pigs	LF	27.60
	M2	8" Cleaning with pressure propelled pigs	LF	27.60
	M3	10" Cleaning with pressure propelled pigs	LF	27.60
	M4	12" Cleaning with pressure propelled pigs	LF	27.60
	M5	15" Cleaning with pressure propelled pigs	LF	41.40
	M6	18" Cleaning with pressure propelled pigs	LF	41.40
	M7	21" Cleaning with pressure propelled pigs	LF	41.40
	M8	24" Cleaning with pressure propelled pigs	LF	55.20
	M9	27" Cleaning with pressure propelled pigs	LF	55.20
	M10	30" Cleaning with pressure propelled pigs	LF	55.20
	M11	33" Cleaning with pressure propelled pigs	LF	55.20
	M12	36" Cleaning with pressure propelled pigs	LF	110.40
	M13	42" Cleaning with pressure propelled pigs	LF	110.40
	M14	48" Cleaning with pressure propelled pigs	LF	110.40
	M15	54" Cleaning with pressure propelled pigs	LF	110.40
	M16	6" Cleaning with scrapers or other attached tools	LF	41.40
	M17	8" Cleaning with scrapers or other attached tools	LF	41.40
	M18	10" Cleaning with scrapers or other attached tools	LF	41.40
	M19	12" Cleaning with scrapers or other attached tools	LF	41.40
	M20	15" Cleaning with scrapers or other attached tools	LF	55.20

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	M21	18" Cleaning with scrapers or other attached tools	LF	55.20
	M22	21" Cleaning with scrapers or other attached tools	LF	55.20
	M23	24" Cleaning with scrapers or other attached tools	LF	69.00
	M24	27" Cleaning with scrapers or other attached tools	LF	69.00
	M25	30" Cleaning with scrapers or other attached tools	LF	69.00
	M26	33" Cleaning with scrapers or other attached tools	LF	96.60
	M27	36" Cleaning with scrapers or other attached tools	LF	96.60
	M28	42" Cleaning with scrapers or other attached tools	LF	110.40
	M29	48" Cleaning with scrapers or other attached tools	LF	138.00
	M30	54" Cleaning with scrapers or other attached tools	LF	165.60
	M31	6" Pressure pipe inspection	LF	11.04
	M32	8" Pressure pipe inspection	LF	11.04
	M33	10" Pressure pipe inspection	LF	13.80
	M34	12" Pressure pipe inspection	LF	13.80
	M35	15" Pressure pipe inspection	LF	13.80
	M36	18" Pressure pipe inspection	LF	19.32
	M37	21" Pressure pipe inspection	LF	19.32
	M38	24" Pressure pipe inspection	LF	19.32
	M39	27" Pressure pipe inspection	LF	19.32
	M40	30" Pressure pipe inspection	LF	19.32
	M41	33" Pressure pipe inspection	LF	19.32
	M42	36" Pressure pipe inspection	LF	22.08
	M43	42" Pressure pipe inspection	LF	22.08
	M44	48" Pressure pipe inspection	LF	27.60
	M45	54" Pressure pipe inspection	LF	41.40
	M46	Tuberculation Removal (Pressure & Gravity Pipelines)	LF	40.00
N. Restoration and Associated Items				
	N1	Saw Cutting up to 8" depth	LF	9.00
	N2	Saw Cutting over 8" depth	LF	12.00
	N3	Repair/Rehab 2" Asphalt pavement	SY	52.00
	N4	Repair/Rehab 8" Flex base	SY	46.00
	N5	Repair/Rehab 8" Concrete pavement	SY	173.00
	N6	Repair/Rehab 6" Concrete driveway	SY	121.00
	N7	Repair/Rehab 4" Concrete sidewalk	SY	98.00
	N8	Repair/Rehab Concrete curb and gutter	LF	29.00
	N9	Sodding	SY	29.00
	N10	Repair/Rehab chain link fence with new	LF	25.00
	N11	Repair/Rehab wooden fence with new	LF	29.00
	N12	TOPSOIL COMPLETE	CY	41.00
	N13	SANDING COMPLETE	CY	41.00
	N14	MULCH COMPLETE	CY	41.00
	N15	STRAW BALE BARRIER	LF	20.00
	N16	TREE REPLACEMENT: HARDWOODS, 2”	EACH	863.00
	N17	TREE REPLACEMENT: PINES, 2”	EACH	863.00
	N18	SHRUB REPLACEMENT: 1 GALLON	EACH	40.00
	N19	SHRUB REPLACEMENT: 3 GALLON	EACH	63.00
	N20	SHRUB REPLACEMENT: 5 GALLON	EACH	82.00
	N21	SHRUB REPLACEMENT: 7 GALLON	EACH	122.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	N22	BEDDING FLOWERS: PER FLAT OF 18	EACH	575.00
	N23	STONE RIP RAP TYPE I, 24" IN PLACE COMPLETE	SY	260.00
	N24	STONE RIP RAP TYPE III, 12" IN PLACE COMPLETE	SY	260.00
	N25	STONE GROUTED RIP RAP - 12" INSTALLED	SY	288.00
	N26	SILT FENCE TYPE A, COMPLETE	LF	12.00
	N27	SILT FENCE TYPE C, COMPLETE	LF	8.00
	N28	ORANGE BARRIER FENCE	LF	6.00
	N29	HAY BALES COMPLETE	EACH	160.00
	N30	PLASTIC FILTER FABRIC INSTALLED	SY	10.00
	N31	PERMANENT SOIL REINF MAT INSTALLED	SF	125.00
O. Additional Labor Rates and Traffic Control				
	O1	SUPERINTENDENT - REGULAR	HR	35.00
	O2	FOREMAN - REGULAR	HR	30.00
	O3	LABORER - REGULAR	HR	20.00
	O4	TRUCK DRIVER - REGULAR	HR	24.00
	O5	UTILITY - REGULAR	HR	20.00
	O6	SUPERINTENDENT - OVER TIME	HR	65.00
	O7	FOREMAN - OVER TIME	HR	60.00
	O8	LABORER - OVER TIME	HR	32.00
	O9	TRUCK DRIVER - OVER TIME	HR	42.00
	O10	UTILITY - OVERTIME	HR	40.00
	O11	Barricades, Signs, and Traffic Handling (per setup)	EA	3500.00
	O12	Traffic Control Plan (per setup)	EA	2500.00
	O13	Flagmen	HR	40.00
	O14	Uniformed Officers	HR	65.00
	O15	SWPPP	EA	2500.00
	O16	Service Tech	HR	200.00
	O17	Holiday Pay	HR	300.00
P. Crew Travel & Mobilization				
	P1	Travel and Mobilization- TML Region 2 (Amarillo)	EA	8970.00
	P2	Travel and Mobilization- TML Region 3 (Caprock-Lubbock)	EA	8970.00
	P3	Travel and Mobilization- TML Region 4 (Permian Basin Region-Odessa)	EA	8970.00
	P4	Travel and Mobilization- TML Region 5 (Red River Valley-Wichita Falls)	EA	5980.00
	P5	Travel and Mobilization- TML Region 6 (Hub of Texas-Abilene)	EA	4784.00
	P6	Travel and Mobilization- TML Region 7 (Alamo Region-San Antonio)	EA	4784.00
	P7	Travel and Mobilization- TML Region 8 (Where the West Begins-Ft. Worth)	EA	3250.00
	P8	Travel and Mobilization- TML Region 9 (Heart of Texas-Waco)	EA	4784.00
	P9	Travel and Mobilization- TML Region 10 (Highland Lakes-Austin)	EA	3250.00
	P10	Travel and Mobilization- TML Region 11(Coastal Bend-Corpus Christi)	EA	8970.00
	P11	Travel and Mobilization- TML Region 12 (Lower Rio Grande Valley-McAllen)	EA	11960.00
	P12	Travel and Mobilization- TML Region 13 (North Central Texas-Dallas)	EA	3250.00
	P13	Travel and Mobilization- TML Region 14 (San Jacinto-Houston Area)	EA	3250.00
	P14	Travel and Mobilization- TML Region 15 (Tyler-Longview)	EA	4784.00
	P15	Travel and Mobilization- TML Region 16 (Golden Pine & Oil-Beaumont)	EA	4784.00
	P16	Travel and Mobilization - Oklahoma	EA	13000.00
	P17	Travel and Mobilization - Louisiana	EA	9750.00
	P18	Travel and Mobilization - Colorado	EA	20000.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	P19	Travel and Mobilization - Arkansas	EA	20000.00
	P20	Travel and Mobilization - Missouri	EA	20000.00
	P21	Travel and Mobilization - Kansas	EA	20000.00
	P22	Travel and Mobilization - Emergency Mobilization	EA	10000.00
	P23	Travel and Mobilization - Rehab of Less Than 100 Ft	EA	25000.00
	P24	Travel and Mobilization - Rehab of 101 Ft to 300 Ft	EA	20000.00
	P25	Travel and Mobilization - Rehab of 301 Ft to 500 Ft	EA	15000.00
	P26	Travel and Mobilization - Rehab of 501 Ft to 1000 Ft	EA	10000.00
	P27	Travel and Mobilization - Alabama	EA	20000.00
	P28	Travel and Mobilization - Alaska	EA	100000.00
	P29	Travel and Mobilization - Arizona	EA	35000.00
	P30	Travel and Mobilization - Arkansas	EA	20000.00
	P31	Travel and Mobilization - California	EA	45000.00
	P32	Travel and Mobilization - Colorado	EA	30000.00
	P33	Travel and Mobilization - Connecticut	EA	50000.00
	P34	Travel and Mobilization - Delware	EA	50000.00
	P35	Travel and Mobilization - Florida	EA	30000.00
	P36	Travel and Mobilization - Georgia	EA	35000.00
	P37	Travel and Mobilization - Hawaii	EA	300000.00
	P38	Travel and Mobilization - Idaho	EA	45000.00
	P39	Travel and Mobilization - Illinois	EA	30000.00
	P40	Travel and Mobilization - Indiana	EA	30000.00
	P41	Travel and Mobilization - Iowa	EA	30000.00
	P42	Travel and Mobilization - Kansas	EA	30000.00
	P43	Travel and Mobilization - Kentucky	EA	30000.00
	P44	Travel and Mobilization - Louisiana	EA	20000.00
	P45	Travel and Mobilization - Maine	EA	50000.00
	P46	Travel and Mobilization - Maryland	EA	30000.00
	P47	Travel and Mobilization - Massachusetts	EA	30000.00
	P48	Travel and Mobilization - Michigan	EA	30000.00
	P49	Travel and Mobilization - Minnesota	EA	30000.00
	P50	Travel and Mobilization - Mississippi	EA	20000.00
	P51	Travel and Mobilization - Montana	EA	30000.00
	P52	Travel and Mobilization - Nebraska	EA	30000.00
	P53	Travel and Mobilization - Nevada	EA	45000.00
	P54	Travel and Mobilization - New Hampshire	EA	45000.00
	P55	Travel and Mobilization - New Jersey	EA	50000.00
	P56	Travel and Mobilization - New Mexico	EA	40000.00
	P57	Travel and Mobilization - New York	EA	45000.00
	P58	Travel and Mobilization - North Carolina	EA	30000.00
	P59	Travel and Mobilization - North Dakota	EA	40000.00
	P60	Travel and Mobilization - Ohio	EA	40000.00
	P61	Travel and Mobilization - Oklahoma	EA	15000.00
	P62	Travel and Mobilization - Oregon	EA	45000.00
	P63	Travel and Mobilization - Pennsylvania	EA	40000.00
	P64	Travel and Mobilization - Rhode Island	EA	45000.00
	P65	Travel and Mobilization - South Carolina	EA	30000.00
	P66	Travel and Mobilization - South Dakota	EA	40000.00
	P67	Travel and Mobilization - Tennessee	EA	30000.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	P68	Travel and Mobilization - Utah	EA	30000.00
	P69	Travel and Mobilization - Vermont	EA	40000.00
	P70	Travel and Mobilization - Virginia	EA	40000.00
	P71	Travel and Mobilization - Washington	EA	50000.00
	P72	Travel and Mobilization - West Varginia	EA	30000.00
	P73	Travel and Mobilization - Wisconsin	EA	40000.00
	P74	Travel and Mobilization - Wyoming	EA	40000.00
	P75	Travel and Mobilization - Emergency Mobilization	EA	10000.00
	P76	Travel and Mobilization - Rehab of Less Than 100 Ft	EA	25000.00
	P77	Travel and Mobilization - Rehab of 101 Ft to 300 Ft	EA	20000.00
	P78	Travel and Mobilization - Rehab of 301 Ft to 500 Ft	EA	15000.00
	P79	Travel and Mobilization - Rehab of 501 Ft to 1000 Ft	EA	10000.00

FORM E - Products and Services Offerings (Tab B)				
Offer Name:	**Vortex Companies, LLC**			
Invitation No.	**TP07-18 Trenchless Pipeline Rehabilitation Services**			
Section	**Item No.**	**Full Description**	**UNITS**	**PRICE**
AA. Quadex Lining Sytem Equipment				
	AA1	Quadex Lining System Rig	EA	325000.00
	AA2	Quadex SprayMaster Manhole Lining Equipment	EA	75000.00
	AA3	Quadex SpinMaster Robotic SpinCasting Equipment	EA	12000.00
	AA4	QM-1s Restore Pallet (56 bags) 60# bags	EA	1400.00
	AA5	Aluminliner Pallet (56 bags) 60# bags	EA	1960.00
	AA6	Aluminliner PF Pallet (56 bags) 60# bags	EA	2240.00
	AA7	Quad Plug Pallet (36 pails) 50# pail	EA	2240.00
	AA8	Hyperform Pallet (56 bags) 60# bags	EA	2240.00
	AA9	GeoKrete Pallet (56 bags) 60# bags	EA	3080.00
BB. Robots and Cameras				
	BB1	DT640 MAG Underwater ROV Robot - magnetic wheels (DEEP TREKKER)	EA	16497.8
	BB2	DT640 STD Underwater ROV Robot (DEEP TREKKER)	EA	13747.8
	BB3	DTG2 STARTER PKG Fully Portable ROV for Underwater Inspection (DEEP TREKKER)	EA	4288.9
	BB4	DTG2 PRO PKG Fully Portable ROV for Underwater Inspection (DEEP TREKKER)	EA	5388.9
	BB5	DTG2 SMART PKG Fully Portable ROV for Underwater Inspection (DEEP TREKKER)	EA	8578.9
	BB6	DTG2 WORKER PKG Fully Portable ROV for Underwater Inspection (DEEP TREKKER)	EA	10448.9
	BB7	DTPOD 150 BASE SYSTEM - surveillance and monitoring camera (DEEP TREKKER)	EA	2418.9
	BB8	DTPOD 300 BASE SYSTEM - surveillance and monitoring camera (DEEP TREKKER)	EA	5498.9
	BB9	DT340L PIPE CRAWLER - pipe inspection system (DEEP TREKKER)	EA	12900
	BB10	DT340S PIPE CRAWLER - pan & tilt pipe inspection system (DEEP TREKKER)	EA	27500
	BB11	DT340X PIPE CRAWLER - LARGE pan & tilt pipe inspection system (DEEP TREKKER)	EA	36000
	BB12	MINI MILLER ROBOT G8/17 110v (PICOTE)	EA	4141
	BB13	MAXI MILLER ROBOT KK12/30 110v (PICOTE)	EA	10985
	BB14	MAXI MILLER POWER PLUS ROBOT 18/20 400v (PICOTE)	EA	19125
	BB15	Coating Pump U.S., UK 110v (includes 3 hose connectors and 2 brush stoppers) (PICOTE)	EA	7128
	BB16	1330 Robot (SCHWALM)	EA	71500
	BB17	2060 Robot F (SCHWALM)	EA	102850
	BB18	2060 Robot Z (SCHWALM)	EA	103950
	BB19	Focus Camera (SCHWALM)	EA	8250
	BB20	Zoom Camera (SCHWALM)	EA	9900
	BB21	12000 Air Motor (SCHWALM)	EA	2400
	BB22	13000 Air Motor (SCHWALM)	EA	2100
	BB23	Digital Box (SCHWALM)	EA	7200
	BB24	Control Unit Schwalm (SCHWALM)	EA	20350
	BB25	Control Unit Cues (SCHWALM)	EA	20000
	BB26	Remote (SCHWALM)	EA	742.5
	BB27	Cable Drum (SCHWALM)	EA	20900
	BB28	Twin Hose Reel (SCHWALM)	EA	17500
	BB29	6" Schwalm non-flow-through packer (SCHWALM)	EA	4000
	BB30	7" Schwalm non-flow-through packer (SCHWALM)	EA	4200
	BB31	8" Schwalm non-flow-through packer (SCHWALM)	EA	4300
	BB32	8" Schwalm flow-through packer (SCHWALM)	EA	7100

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	BB33	10"-12" Schwalm flow-through packer (SCHWALM)	EA	7600
	BB34	4" Schwalm rubber lateral insertion device (lid) (SCHWALM)	EA	520
	BB35	6" Schwalm rubber lateral insertion device (lid) (SCHWALM)	EA	520
CC. Internal Pipe Seal-mechanical, stainless steel sleeve with EPDM rubber				
	CC1	8"-Stainless steel with EPDM	EA	756.00
	CC2	10"-Stainless steel with EPDM	EA	786.00
	CC3	12"-Stainless steel with EPDM	EA	819.00
	CC4	15"-Stainless steel with EPDM	EA	948.15
	CC5	18"-Stainless steel with EPDM	EA	1042.00
	CC6	21"-Stainless steel with EPDM	EA	1190.70
	CC7	24"-Stainless steel with EPDM	EA	1404.90
DD. Installation Packer for Internal Pipe Seals				
	DD1	8'-12" Packer with coupling rod	EA	5500.00
	DD2	15"-18" Packer with coupling rod	EA	6900.00
	DD3	21"-24" Packer with coupling rod	EA	8100.00
EE. Liner End Seal-mechanical, stainless steel sleeve with EPDM rubber				
	EE1	8"-Stainless steel with EPDM	EA	677.25
	EE2	10"-Stainless steel with EPDM	EA	690.00
	EE3	12"-Stainless steel with EPDM	EA	708.75
	EE4	15"-Stainless steel with EPDM	EA	897.75
	EE5	18"-Stainless steel with EPDM	EA	995.00
	EE6	21"-Stainless steel with EPDM	EA	1118.25
	EE7	24"-Stainless steel with EPDM	EA	1244.25
FF. Flusher Gate				
	FF1	Flusher Gate	EA	25000.00
GG. UV Light Cured Spiral Wound Fiberglass Liner for CIPP Mainline Rehabilitation Gravity Applications and Additional Associated Items.				
	GG1	6" X 2.8mm UV CURE	LF	54.00
	GG2	8 X 2.8mm UV CURE	LF	52.00
	GG3	10 X 2.8mm UV CURE	LF	55.00
	GG4	12" X 2.8mm UV CURE	LF	61.00
	GG5	15" X 3.5mm UV CURE	LF	74.00
	GG6	18" X 4.2mm UV CURE	LF	105.00
	GG7	21" X 4.9mm UV CURE	LF	135.00
	GG8	24" x 5.6mm UV CURE	LF	168.00
	GG9	27" x 5.6mm UV CURE	LF	219.00
	GG10	30" x 5.6mm UV CURE	LF	240.00
	GG11	33" x 5.6mm UV CURE	LF	271.00
	GG12	36" x 5.6mm UV CURE	LF	305.00
	GG13	42" x 8.4mm UV CURE	LF	467.00
	GG14	48" x 8.4mm UV CURE	LF	541.00
	GG15	Cured-In-Place Pipe Segmental Patches 6" UV Cure	EA	4800.00
	GG16	Cured-In-Place Pipe Segmental Patches 8"-12" UV Cure	EA	5400.00
	GG17	Cured-In-Place Pipe Segmental Patches 13"-18"" UV Cure	EA	9000.00
	GG18	Cured-In-Place Pipe Segmental Patches 19"-24" UV Cure	EA	10600.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	GG19	Cured-In-Place Pipe Segmental Patches 25"-36"" UV Cure	EA	14000.00
	GG20	Internal reconnects on Cured-in-place pipe	EA	276.00
	GG21	6" & 8" Additional 1.5mm	LF	0.92
	GG22	10" & 12" Additional 1.5mm	LF	4.60
	GG23	15" & 18" Additional 1.5mm	LF	13.80
	GG24	21" & 24" Additional 1.5mm	LF	23.00
	GG25	27" Additional 1.5mm	LF	27.60
	GG26	30" Additional 1.5mm	LF	32.20
	GG27	33" Additional 1.5mm	EA	36.80
	GG28	36" Additional 1.5mm	EA	41.40
	GG29	42" Additional 1.5mm	EA	46.00
	GG30	48" Additional 1.5mm	EA	55.20
	GG31	54" Additional 1.5mm	EA	64.40
	GG32	60" Additional 1.5mm	EA	75.00
	GG33	6" & 8" Additional .7mm	LF	4.00
	GG34	10" & 12" Additional .7mm	LF	7.00
	GG35	15" Additional .7mm	LF	9.00
	GG36	18" Additional .7mm	LF	10.00
	GG37	21" Additional .7mm	LF	12.00
	GG38	24" Additional .7mm	LF	14.00
	GG39	27" Additional .7mm	LF	15.00
	GG40	30" Additional .7mm	LF	17.00
	GG41	33" Additional .7mm	LF	18.00
	GG42	36" Additional .7mm	LF	20.00
	GG43	42" Additional .7mm	LF	29.00
	GG44	48" Additional .7mm	LF	42.00
	GG45	6"-12" CIPP Set-up Charge	LF	7.00
	GG46	15"-18" CIPP Set-up Charge	LF	12.00
	GG47	21"-24" CIPP Set-up Charge	LF	18.00
	GG48	27"-36" CIPP Set-up Charge	LF	24.00
	GG49	42"-48" CIPP Set-up Charge	LF	24.00
	GG50	6" - 12" CIPP Additional Charge Per Install Length (>200')	LF	36.00
	GG51	15" - 18" CIPP Additional Charge Per Install Length (>200')	LF	42.00
	GG52	21" - 24" CIPP Additional Charge Per Install Length (>200')	LF	42.00
	GG53	27" - 36" CIPP Additional Charge Per Install Length (>200')	LF	48.00
	GG54	42" - 48" CIPP Additional Charge Per Install Length (>200')	LF	54.00
	GG55	6" to 12" Backyard Easement Additional Set-up Per Install Length	LF	5.00
	GG56	15" to 24" Backyard Easement Additional Set-up Per Install Length	LF	10.00
	GG57	27" to 48" Backyard Easement Additional Set-up Per Install Length	LF	15.00
	GG58	Travel and Mobilization- Pipeline Rehabilitation Crew from New Braunfels, TX	MILE	14.00
	GG59	4"-6" Installation and cure of lateral liner from main <12" dia.	LF	4600.00
	GG60	4"-6" Installation and cure of lateral liner from surface clean out to main	LF	5980.00
	GG61	4"-6" Set-up for installations of <20 each total	EA	4600.00
	GG62	4"-6" Set-up for installations of 20-50 each total	EA	3220.00
	GG63	4"-6" Set-up for installations of 51-150 each total	EA	1840.00
	GG64	6" - 12" CIPP Setup Charge (< 300 LF)	EA	1000.00
	GG65	15" - 21" CIPP Setup Charge (< 300 LF)	EA	1500.00
	GG66	24" - 36" CIPP Setup Charge (< 300 LF)	EA	2000.00
	GG67	36" or Larger CIPP Setup Charge (< 300 LF)	EA	4000.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	GG68	Backyard Easement Setup (6" - 10")	EA	2500.00
	GG69	Backyard Easement Setup (12" - 18")	EA	3500.00
	GG70	Timber Matting for Large Diameter Setup	SY	75.00
	GG71	4" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	GG72	5" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	GG73	6" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	GG74	4" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	GG75	5" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	GG76	6" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
HH. Sealing of RCP or CMP Storm Sewer Joints and Additional Associated Items.				
	HH1	Quadex Lining System Rig	EA	325000.00
	HH2	Quadex SprayMaster Manhole Lining Equipment	EA	75000.00
	HH3	Quadex SpinMaster Robotic SpinCasting Equipment	EA	12000.00
	HH4	QM-1s Restore Pallet (56 bags) 60# bags	EA	1400.00
	HH5	Aluminliner Pallet (56 bags) 60# bags	EA	1960.00
	HH6	Aluminliner PF Pallet (56 bags) 60# bags	EA	2240.00
	HH7	Quad Plug Pallet (36 pails) 50# pail	EA	2240.00
	HH8	Hyperform Pallet (56 bags) 60# bags	EA	2240.00
	HH9	GeoKrete Pallet (56 bags) 60# bags	EA	3080.00
II. Sealing of Box Culvert Storm Sewer Joints and Additional Associated Items.				
	II1	SEE ITEM(S) HH ABOVE		
JJ. Gravity Sewer Lateral Renewal Systems and Additional Associated Items.				
	JJ1	4" Wye Top Hat PipePatch Kit	EA	145.00
	JJ2	5" Wye Top Hat PipePatch Kit	EA	155.00
	JJ3	6" Wye Top Hat PipePatch Kit	EA	165.00
	JJ4	4" Tee Top Hat PipePatch Kit	EA	145.00
	JJ5	5" Tee Top Hat PipePatch Kit	EA	155.00
	JJ6	6" Tee Top Hat PipePatch Kit	EA	165.00

RESOLUTION NO. 2021-035

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE PROJECT REGARDING THE REHABILITATION SERVICES TO THE EXISTING SULFURAETORS AT THE WEWAHOOTEE WATER TREATMENT PLANT; PROJECT NO. WS21WS, IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE TEN PERCENT CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on April 27, 2021, the City Council authorized the City Manager to proceed with the Rehabilitation Services to the Existing Sulfureators at the Wewahootee WTP, Project No. WS21WS, subject to certain terms and conditions and budget adjustments approved by the City Council; and

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

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

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

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract and any additional service contracts related to the construction project regarding the Rehabilitation Services to the Existing Sulfureators at the Wewahootee WTP, Project No. WS21WS, provided the total amount of approved change orders and any additional service contracts do not exceed the construction budget. The construction budget is $197,950 and allows for a 10% contingency in the amount of $19,795 set aside for possible change orders, for a total of $217,745 for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on April 27, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

RESOLUTION NO. 2021-036

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

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 27th day of April, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2021 - 21-071-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: UT/Dyal 4020 | DATE PREPARED: 04/09/21

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 217,745	424-0000-381.91-21		Transfer from Fund 421	$ 11,484,879	$ 11,608,264	$ 11,826,009	$ 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
$ 217,745	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 217,745	424-4020-536.63-00	WS21WS	Infrastructure	$ 1,600,000	$ 1,631,615	$ 1,849,360	$ 1,125,602
$ 217,745	421-4010-581.91-24		Transfer to Fund 424 R&R	$ 11,484,879	$ 11,516,494	$ 11,734,239	$ 31,615
($ 147,590)	421-4020-536.46-00	DY20GN	Repairs & Maintenance	$ 2,324,400	$ 2,417,277	$ 2,269,687	$ 1,412,313
($ 70,155)	421-4020-536.46-00	DY20GT	Repairs & Maintenance	$ 2,324,400	$ 2,269,687	$ 2,199,532	$ 1,412,313
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 217,745	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The Sulfureators at the Wewahootee Water Plant are used to remove hydrogen sulfide, which is highly corrosive, from the well water. The corrosive atmosphere at the Sulfureators has diminished the integrity of the roofs and the walls for the two Sulfureators. Money is being transfered into 424-4020-536.63-00 to pay for the necessary repairs to the Sulfureator roofs and walls at the Wewahootee Water Plant. Agenda ID # 21-270, going before City Council on 4/27/2021. Please also refer to agenda item 21-269 for additional information for the same project.

Council/Board APPROVAL REQUIRED? *YES* (●) ***NO*** ( ) ***DATE APPROVED:*** 04/27/21 ***RESOLUTION #:***

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

4/9/21	Sean McFarland Digitally signed by Sean McFarland Date: 2021.04.09 15:24:19 -04'00'	4/12/21	Colleen Campbell Digitally signed by Colleen Campbell Date: 2021.04.12 10:50:24 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
	John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2021.04.12 09:24:35 -04'00'	4/12/21	Lora Howell Digitally signed by Lora Howell Date: 2021.04.12 13:23:18 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/11/2021 — 12/10/2020

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: Lockton Companies 3657 BRIARPARK DRIVE, SUITE 700 Houston TX 77042 866-260-3538	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : American Guarantee and Liab. Ins. Co.	26247
INSURER C : Crum & Forster Specialty Insurance Co	44520
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: Vortex Services, LLC
1406282 (See Attached Named Insured Schedule)
18150 Imperial Valley Dr.
Houston TX 77060

COVERAGES **CERTIFICATE NUMBER:** 17062601 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	GLO 5597236-02	12/11/2020	12/11/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	BAP 5597237-02	12/11/2020	12/11/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	SXS 7356540 00	12/11/2020	12/11/2021	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC 5616707-02	12/11/2020	12/11/2021	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Contractors Pollution (Claims Made)	Y	Y	PKC-110534	12/11/2020	12/11/2021	$5,000,000 Each Occurrence $5,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Contractors Pollution Deductible: $25,000 each pollution condition. RE: Project: Cocoa Water Plant Rehabilitation. Additional Insured in favor of City of Cocoa on all policies (except Workers' Compensation/EL) where and to the extent required by written contract.

CERTIFICATE HOLDER

17062601

City of Cocoa
375 N Cocoa Blvd
Cocoa FL 32922

CANCELLATION See Attachments

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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All policies (except Workers' Compensation/EL) include a blanket automatic additional insured [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

All policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

All policies (except Workers' Compensation/EL) contain a special endorsement with "Primary and Noncontributory" wording.

VORTEX NAMED INSUREDS

Vortex Infrastructure Holdco, LLC
Vortex Companies, LLC
Vortex Services, LLC
Vortex Infrastructure Services, LLC
Vortex Infrastructure Products, LLC
Vortex Infrastructure Holdings, LLC
Vortex Technology Group, LLC
Vaught Services, LLC
Vortex Turnkey Solutions, LLC
Quadex Lining Systems, LLC
Vortex West, LLC
Vortex Industrial Solutions, LLC
Ricor Services, LLC
VacVision Environmental, LLC
Quadex Acquisition, LLC
Quadex, LLC
Schwalm USA, LLC
Shoptrenchless.com LLC
Vortex Companies International, LLC
Quadex International, LLC
Vaught Holdings, LLC
Stag Acquisition, LLC
AquaPura, LLC
Midas South Central
Pipe Robotec
Midas Flow Controls – South Central, LLC
Ted Berry Company, LLC
Clear Drain of Main LLC
Ted Berry Trenchless Technology Team LLC
Vortex Services, LLC F/K/A VacVision Environmental, LLC

Legislation Details (With Text)

File #:	21-286	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	4/12/2021			**In control:**	City Council
On agenda:	4/27/2021			**Final action:**	
Title:	Approve a Multi-Year Contract with GARDA CL Southeast, Inc. for Armored Car Service and Authorize the City Manager to Sign the Contract. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City of Cocoa-GARDA contract 12479.pdf Purchase Order 77299 FY21.pdf GARDA Amendment FY21.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 12, 2021
Agenda Date: April 27, 2021
Prepared By: Lisa Sampson, Utility Customer Service Manager
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Approve a Multi-Year Contract with GARDA CL Southeast, Inc. for Armored Car Service and Authorize the City Manager to Sign the Contract.

BACKGROUND:

The City of Cocoa utilizes GARDA CL Southeast Inc. for armored car services for Utility, Finance, Leisure Services and Community Services deposits.

For fiscal years 2017 through 2020 the GARDA agreement auto-renewed at the previous contracted rate, without an increase/decrease from 2014 through 2016.

For FY2021, after review of the previous contracted rate, and based on changes to our internal deposit processes, we were able to reduce the liability limit (from $500,000.00 to $300,000.00) for a cost savings of $1200.00/year.
An amendment to the original contract, dated October 2013 was done to reflect the agreed upon reduced monthly rate for FY2021 until the current 5-year contract; FY21-FY25 could be executed. Due to the pandemic and time constraints, the amendment was not signed at the time, however; the reduced rate was honored starting November 1, 2020 continuing thru September 30, 2021.

Additional quotes were requested for armored car services however, Brinks made changes to their

service and downsized their transportation operations, SunTrust does not offer armored car service.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Account Number	001-1510-536.34-00
Account Name	Contract Services
Amount Requested	
FY2022	
Amount Requested	$5,460.44
FY2023	
Amount Requested	$5,986.52
FY2024	
Amount Requested	$6,565.16
FY2025	
Amount Requested	$7,201.64
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

Three-year contract agreement to automatically renew year to year until cancelled by either party with written notice 90 days in advance of each anniversary of the contract.

RECOMMENDED MOTION:

Approve a Multi-Year Contract with GARDA CL Southeast, Inc. for Armored Car Service and Authorize the City Manager to Sign the Contract.

Contract: **12479 (260-159430)**

ARMORED CAR SERVICE AGREEMENT

This Agreement is made on **November 01, 2020** by and between **GARDA CL Southeast, Inc., (**Hereinafter called “CARRIER”) and **CITY OF COCOA** whose address is **65 STONE ST COCOA FL 32922** (Hereinafter called “CUSTOMER”).

SECTION I: BASIC AGREEMENT

The Parties both agree as follows:

1. **Service:** CARRIER agrees to render Services to CUSTOMER at the locations, times, prices, frequencies, and liability limits set forth on Schedule A attached hereto and made a part hereof and upon such other terms and conditions as are set forth on Schedule A.

2. **Insurance:** During the Term of this Agreement, CARRIER shall maintain the insurance in the amounts and types set forth herein.

3. **Maximum Liability:** The Maximum Shipment Liability shall be as set forth on Schedule A hereof.

4. **Term:** The Term for Services under this Agreement shall be as set forth on Schedule A.

5. **Payment for Services**: CUSTOMER agrees to pay CARRIER for the Services, the sum set forth on Schedule A per month, plus all additional charges associated with special Service requests and any applicable surcharges pursuant to Schedule A.

6. **Entire Agreement:** This agreement includes the terms hereof, and the terms of service contained in Schedule A.

SECTION II. DEFINITIONS.

(a) The word "Holiday" as used in this Agreement shall mean the days designated on Schedule A. Holiday Service will be provided at the prices set forth on Schedule A.

(b) The word "Property" shall mean currency, coins, precious metals, checks, notes, bonds, negotiable instruments, securities, and all other things of value but excluding hazardous materials or materials for which transport is legally prohibited or restricted by applicable State or Federal Law.

(c) The word “Sealed” as used in this Agreement shall mean closed in a manner that is reasonably designed to prevent easy access to the Property and that under normal circumstances would tend to reveal evidence of tampering or manipulation if unauthorized access were attempted.

(d) The word "Service" shall mean to call for Sealed Shipments said to contain Property, to receipt therefore, and to deliver the same in like condition to a designated consignee, and to perform any other Services set forth on Schedule A.

(e) The word "Shipment" as used herein shall mean the total Property in Sealed containers received by CARRIER at a single location from a single consignor for delivery to one other location to a single consignee.

(f) The words "Reconstruct", "Reconstructed" and "Reconstruction" shall mean to identify checks only to the extent of determining the face amount of said checks and the identity of the maker and/or check numbers,

account numbers, routing numbers, financial institution, and the identity of the maker and the endorser of each.

SECTION III. SERVICE.

(a) Service. CARRIER agrees to render Service to CUSTOMER at the locations, prices, frequencies, and liability limits set forth in Schedule A attached hereto and made a part hereof and upon such other terms and conditions as are set forth on Schedule A.

(b) Non-deliverables: When delivery of a Shipment cannot be made for any reason, CARRIER shall notify CUSTOMER and return the Shipment to CUSTOMER or to CARRIER'S vault for storage. Notification of such return shall be promptly given to CUSTOMER.

(c) Premise Time: CUSTOMER understands that time is of the essence to CARRIER'S business; therefore, CUSTOMER agrees that CARRIER'S messenger shall be present no more than a maximum of five (5) minutes to make a pickup and/or delivery of Property. If said premise time exceeds the time stated herein, it is agreed that the messenger may leave and that such departure shall not be a breach of this Agreement. CUSTOMER may call and request that a Service call be made by CARRIER subsequent to such departure. By requesting same, CUSTOMER agrees to pay for said additional Service call at a rate to be established by mutual agreement, such charges to be in addition to regular Service charges.

(d) EvenXchange® Service: CARRIER agrees to accept change orders directly from CUSTOMER location(s) via CARRIER'S telephone order entry system, and CARRIER will prepare and package each order from the inventory ("Inventory") of coin and currency (hereafter, collectively "Cash") maintained at CARRIER'S facility(ies). Subject to the terms herein and in the Agreement, CARRIER shall deliver change orders in accordance with the scheduled pickup/delivery dates set forth in the attached Schedule A. Change orders requested by CUSTOMER for delivery on days other than scheduled pickup/delivery dates shall be subject to CARRIER approval and such special charges as provided in the Agreement, or as otherwise mutually agreed upon. All change orders must be placed before 11:00 a.m. on the day prior to a requested/scheduled delivery. Saturday, Sunday, and Monday orders must be placed before the above-referenced time on Friday. CUSTOMER shall not order any currency in denominations exceeding Ten Dollar ($10.00) notes.

(e) Payment for Services: CUSTOMER agrees to pay CARRIER for the Services at the prices set forth in the attached Schedule A, in the event CUSTOMER uses the Even Exchange Service. (The first such usage indicates agreement with the rates as set forth on Schedule A), plus all additional charges associated with special Service requests, as requested by CUSTOMER. Payment is due net thirty (30) days from the date of any invoice.

SECTION IV. INSURANCE.

(a) All Risk Insurance: CARRIER agrees at all times during the life of this Agreement to purchase and maintain insurance with a responsible insurance company to cover the loss or destruction of Property handled or protected by CARRIER, its agents or employees, on behalf of CUSTOMER pursuant to this Agreement. CARRIER agrees to furnish CUSTOMER with written evidence of compliance with this provision. It is understood and agreed that CARRIER shall not be liable in any capacity for loss or harm to CUSTOMER'S Property or for damages directly and/or proximately flowing from loss or harm to CUSTOMER'S Property while said Property is in the possession of CARRIER, nor shall CARRIER'S insurance carrier be required to cover such damages when same are caused by any of the following:

1. Hostile or warlike action in time of peace or war, including but not limited to, action which hinders, combats or defends against an actual, impending or expected attack by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces, or by military naval or air forces, or by an agent of any government power, authority or force;

2. Any weapon of war employing atomic fission or radioactive force whether in time of peace or war;

3. Any accident or catastrophe occurring at a government or private facility employing the use of atomic fission or radioactive energy whether in time of peace or war;

4. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by government authority in hindering, combating, or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transport or trade.

(b) Other Insurance: CARRIER shall maintain during the performance of the Services the following insurance.

(i) Worker's Compensation and Employers' Liability Insurance as prescribed by applicable law.

(ii) Comprehensive or Commercial General Liability Insurance (bodily injury and property damage), the limits of liability of such Insurance shall not be less than $ 1,000,000 combined single limit per occurrence.

(iii) Automobile Bodily Injury and Property Damage Liability Insurance, covering owned, non-owned and hired automobiles, the limits of which shall not be less than $ 1,000,000 combined single limit per occurrence.

SECTION V. CUSTOMER INDEMNITY

(a) Indemnity: CARRIER agrees to defend, indemnify, and hold harmless CUSTOMER from all claims, demands, actions, and causes of action for damage or injury, including death, that are hereafter made or brought against CUSTOMER by any third party for the recovery of actual damages to the extent caused by reason of the negligence or willful misconduct of CARRIER, its employees, or agents. CARRIER shall have no defense or indemnification obligation to CUSTOMER to the extent such damage or injury is caused by the negligence or willful misconduct of CUSTOMER, its employees, or agents. In no case shall CARRIER be liable for or owe any duty of indemnification with respect to any exemplary, punitive, or consequential damage claims by CUSTOMER or any third party arising from the loss or destruction of Property. CARRIER'S obligation with respect to any claim for damages by CUSTOMER or any third party with respect to any Property shall not exceed the Maximum Shipment Liability.

SECTION VI. CARRIER LIABILITY

(a) Maximum Shipment Liability: Except as provided above, it is understood and agreed that CARRIER and its insurance company will be liable for loss of or damage to CUSTOMER Property inclusive of Reconstructive damage up to the maximum sum for each Shipment as set forth in Schedule A, which sum is the agreed maximum value of any single Shipment ("Maximum Shipment Liability"). The Service and liability obligations assumed by CARRIER and the rates charged by CARRIER are based, in part, upon the values of Shipments as declared herein by CUSTOMER, for the safe delivery or return of any Shipment of CUSTOMER'S in the possession of CARRIER, or in the possession of the agents or employees of CARRIER pursuant to the terms of this Agreement, it is therefore expressly agreed by the CUSTOMER that the provisions of this Agreement dealing with Maximum Shipment Liability to be accepted by CARRIER from the CUSTOMER for delivery to consignee, or from consignee, may not be waived or amended by any

agent of CARRIER, but that such waiver or amendment may be made only with the written consent of an officer of CARRIER. CARRIER will not be liable for loss or damage to Property consigned to it in excess of the Maximum Shipment Liability unless CUSTOMER has paid all excess liability charges to the CARRIER for all Shipments of Property with a value in excess of the Maximum Shipment Liability amount.

(b) Force Majeure: CARRIER shall not be in breach of this contract nor be liable in any capacity for damages, including but not limited to loss of interest, directly and/or proximately flowing from any delay in or failure to make pickups or deliveries on CUSTOMER'S behalf pursuant to the terms of this Agreement due to causes beyond CARRIER's reasonable control, including strikes, work stoppages, lockouts, epidemics, pestilence, strikes by CUSTOMER or consignee's employees, work stoppages by CUSTOMER or consignee's employees, lockouts by CUSTOMER or consignee, war, rebellion, insurrection, hostilities, legal process, court action, mechanical failure, accidents, fires, acts of God, storms, flood, closed transportation routes or other causes beyond CARRIER'S reasonable control. It is understood and agreed that CARRIER is not a guarantor of any pickup or delivery times that may be established from time to time by custom, practice, or agreement. Any such times are mere approximations or estimates; however, CARRIER agrees to use reasonable efforts to accommodate pickup and delivery times requested by CUSTOMER and agreed to by CARRIER.

(c) LIABILITY CAP: Except in the case of a shipment, wherein the Maximum Shipment Liability limit set forth in Schedule A shall apply, CARRIER's liability for damages (whether a claim therefor is based on warranty, contract, tort (including negligence or strict liability), statute, or otherwise) connected with, or arising under, this Agreement will be limited in the aggregate for all claims to an amount equal to the total amount of fees paid by Customer to CARRIER for Services under this Agreement during the twelve (12) months prior to the occurrence of the first event that is the subject of the first claim (or, if twelve (12) months have not yet elapsed since the EFFECTIVE DATE, then the total amount actually paid by Customer to CARRIER under this Agreement).

SECTION VII. PROCEDURES.

(a) Authorized Messengers: CARRIER agrees to furnish CUSTOMER the CARRIER's secure Authorized Agent Card procedure to conduct deposit pickup and change order delivery. CUSTOMER may rely upon the Authorized Agent Card as evidence of authority of the messenger. CARRIER assumes no liability for Property delivered to any employee or other person, except those who display an Authorized Agent Card and arrive in full uniform.

(b) Shipment Requirements: CUSTOMER agrees to cause all Shipments to be made by means of CUSTOMER placing CUSTOMER'S Property in Sealed packages or containers, of a mutually agreed upon type and design, which clearly and distinctly indicates the name and address of the consignor as well as the name and address of the consignee. CUSTOMER further agrees to clearly and distinctly set forth the value of each Shipment on the outside of the Sealed packages or container. CUSTOMER agrees that CARRIER, its agents, or employees, shall have the right to refuse to pick up Shipments of Property which are not Sealed and properly marked by CUSTOMER as set forth above and that CARRIER assumes no liability for any damages or loss which may result as a consequence of such refusal to make a pickup. CUSTOMER further agrees that CARRIER shall not be liable for any mysterious disappearance of, shortage or damage to the contents of any Shipment unless the Shipment was properly Sealed at the time of delivery to CARRIER and shows evidence of tampering at the time CARRIER delivers said package to the consignee and the consignee immediately notes, in writing, the evidence of tampering on CARRIER'S receipt document. Absent notation on CARRIER'S receipt document by the consignee at the time of receipt, the burden of proof shall be on the CUSTOMER to show the CARRIER is responsible for such loss or claim related to a Sealed container said to contain Property. The parties agree that, while CUSTOMER may keep its own receipt and logbook for its own internal purposes, CARRIER's receipt document shall be

deemed the sole controlling document with respect to all Services rendered, including, without limitation, deposits delivered and received, timing, losses, shortages, overages, investigations, claims or litigation.

(c) Duration of Shipment Liability: CARRIER'S possession of CUSTOMER'S Shipment begins only after an authorized messenger employed by CARRIER signs a receipt for and receives said Shipment into his/her physical custody, thereafter CARRIER'S possession of CUSTOMER'S Property terminates when and as an agent or consignee designated by CUSTOMER receives physical custody (i.e., physical possession or control) of the Shipment. It is understood and agreed that CARRIER'S liability for the handling or protection of CUSTOMER'S Property arises and exists solely and concurrently with CARRIER'S possession thereof.

(d) Consequential Damages: It is understood and agreed that under no circumstances or theory of liability shall CARRIER and/or CARRIER'S insurance company be liable for any incidental or consequential damages to CUSTOMER or any third party directly or on behalf of CUSTOMER resulting from or occasioned by the loss of or damage to any Shipment of Property delivered to CARRIER pursuant to this Agreement.

(e) Claims: It is understood and agreed that under no circumstances shall CARRIER and/or CARRIER'S insurance company be liable or responsible for any claim for loss of or damages to CUSTOMER'S Property which is not submitted in writing to the CARRIER within the greater of ninety (90) days after the date that said loss or damage purportedly occurred or the minimum notice requirement under the law of the jurisdiction where the Service took place. Within thirty (30) days after the giving of written notice of a claim of loss or damage, CUSTOMER agrees to furnish CARRIER a detailed written statement of the circumstances surrounding such loss or damages as well as detailed written proof of such loss or damages in form reasonably satisfactory to CARRIER, which proof of loss shall be substantiated by the books, records and accounts of CUSTOMER and shall be subscribed and sworn to by CUSTOMER or its duly authorized officer. Failure of CUSTOMER to comply with the foregoing shall relieve and release CARRIER of any liability to CUSTOMER with respect to such claimed loss or damage.

(f) Checks. CUSTOMER shall maintain an accurate record of all checks placed in any Shipment given to CARRIER and in the event of a loss, CUSTOMER agrees to promptly, diligently and completely cooperate with CARRIER in the Reconstruction and replacement of lost, destroyed or stolen checks which had been contained in any such Shipment. CARRIER'S sole liability shall be the payment to CUSTOMER of: (i) reasonable costs necessary to Reconstruct the checks plus any necessary costs because of stop payment procedures; (ii) the face value of checks that cannot be Reconstructed, provided adequate proof of the value thereof is presented to CARRIER, except those checks which would not be collectable at the time of loss, but not to exceed the limit of $5,000.00 per Shipment for the unidentified checks. The maximum liability of CARRIER for the checks shall in no event exceed the Maximum Shipment Liability limit set forth in Schedule A which includes the aforesaid $5,000.00 for the unidentified checks. Complete cooperation shall include but not be limited to, recovery of hard copy or electronic records of checks including, without limitation, point of sale information created by its employees, agents or customers; as well as, requests by CUSTOMER to makers of the missing checks to issue duplicates and in the event the makers refuse to do so, then to assert all of its legal and equitable rights against said makers. CUSTOMER agrees that CARRIER and CARRIER'S insurance company shall not be liable for damages directly or proximately flowing from CUSTOMER'S breach of this provision. Upon payment of a loss pursuant to this Agreement, CARRIER or its insurance company shall be subrogated to all CUSTOMER'S rights and remedies of recovery, therefore. The CUSTOMER shall assign to the CARRIER, CUSTOMER'S right to receive payment under any check(s) for which CARRIER has reimbursed CUSTOMER and CUSTOMER shall execute any document necessary or reasonably desirable to perfect and accomplish such assignment.

(g) Even Exchange Procedures: The parties agree that CUSTOMER shall procure an Inventory of Cash which shall be maintained at CARRIER'S facilities in amounts by denomination to fulfill the change order requirements as set forth hereunder. CARRIER shall deliver CUSTOMER change orders, subject to the

terms herein and in the Agreement, to CUSTOMER store locations and CUSTOMER store locations shall contemporaneously provide CARRIER'S messenger with a currency deposit, in the Sealed, tamper-resistant bag provided by CARRIER, in an aggregate amount equal to the face amount of the change order. CARRIER shall have no obligation to provide CUSTOMER with a change order unless CUSTOMER strictly complies with the foregoing currency exchange obligations. CARRIER agrees to reimburse CUSTOMER on a weekly basis for any amount in the currency deposit that is in excess of the amount of the change order delivered to the CUSTOMER's store. CUSTOMER agrees to reimburse CARRIER on a weekly basis for any amount that is less than the amount of the change order delivered to the CUSTOMER's store. Absent evidence of CARRIER tampering, CUSTOMER will be responsible for differences found by CARRIER during CARRIER'S verification of any CUSTOMER change order currency exchanges.

SECTION VIII. GENERAL.

(a) Payment for Services: CUSTOMER agrees to pay CARRIER for the Services, the sum set forth on Schedule A per month, plus all additional charges associated with special Service requests. Payment is due net 30 days from the date of any invoice. CUSTOMER understands and agrees that CARRIER reserves the right to charge the lesser of 1.5 percent or the highest rate permitted by applicable law, per month or fraction thereof, finance charge on all balances that are not paid within 30 days of the date of invoice. CUSTOMER further understands and agrees that CARRIER shall not be responsible to issue credits for erroneous billings that are more than ninety (90) days old as of the date the credit is requested. The prices quoted on Schedule A do not include state sales and transportation related taxes, local sales and transportation-related taxes or federal sales and transportation related taxes.

(b) Cost Increases: After the first year of the Term, Service rates will automatically increase annually by the greater of CPI or three percent (3%). For the purposes hereof, the term "CPI" means the Consumer Price Index for All Urban Consumers: Transportation services [CUUR0000SAS4], Index 1982-1984=100, Not Seasonally Adjusted, as reported by the US Department of Labor's Bureau of Labor Statistics. CARRIER shall have the right to charge a surcharge for fuel as set forth in the matrix below, a security surcharge of five percent (5%), and insurance cost increases.

Custom Fuel Surcharge Index and Methodology

Our fuel surcharge calculation method is based on the 3-week rolling average of the U. S. Energy Information Administration (eia.doe.gov). The Department of Energy website is updated every Tuesday and the National average is the benchmark used.

Each month, the 3-week rolling average will be recalculated and the surcharge will be adjusted up or down based on the following matrix:

For any 3-week U.S. National Average Diesel Fuel price over $4.00 add an additional 1% for every $0.25 per gallon increase.

Per Gallon Price	Surcharge
Below- $2.50	0%
$2.501-$2.75	1%
$2.751-$3.00	2%
$3.001-$3.25	3%
$3.251-$3.50	4%
$3.501-$3.75	5%

$3.751-$4.00	6%

(c) Integration, etc.: This Agreement shall become effective only when approved and signed by authorized representatives of the parties hereto. This Agreement, including all attachments, schedules and exhibits constitutes the entire agreement and understanding between the parties related to the subject matter hereof, and no representations, inducements, promises or agreements not embodied herein shall be of any force and effect. This Agreement shall be binding in accordance with its terms upon the parties hereto and their respective transferees, assigns and successors in interest; provided, however, this Agreement may be assigned by CARRIER to any parent, subsidiary, or affiliated corporation which it may hereafter acquire or with which it may be merged or consolidated, or to any corporation acquiring the business and assets of CARRIER, but this Agreement shall not be otherwise assigned by either party hereto without the prior express written consent of the other party, which consent shall not be unreasonably withheld. This Agreement may be altered, amended, or superseded solely by means of a writing signed by the parties hereto. The headings hereof are for convenience only and have no bearing on the interpretation of the terms of the Agreement.

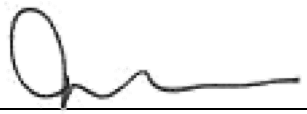
(d) Jurisdiction. The parties agree that the terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

(e) Change in Conditions. CARRIER may increase the charges set forth in Schedule A upon written notice to CUSTOMER in the event of a change in economic conditions beyond CARRIER's reasonable control that increases the operating costs incurred by CARRIER.

(f) Termination for Breach. Either party may terminate this Agreement in the event of a material breach of this Agreement as follows: The non-breaching party shall give the breaching party a written notice specifying the alleged breach and thirty (30) days to cure the breach. If the breach in not cured within said time, the non-breaching party may terminate the contract effect the next day by giving a written notice of termination.

(g) Confidentiality. The parties as part of the performances hereunder, during the Term of this Agreement, will have access to and become acquainted with various trade secrets including, without limitation, processes, programs, systems, software, compilations of information, records, specifications, financial information, marketing plans and customer lists which are owned by a party and which are regularly used in the operation of the business of a party ("Confidential Information") and data belong to clients of CUSTOMER, including non-public consumer information. Neither party shall disclose any of the aforesaid Confidential Information, directly or indirectly, or use them in any way either during the Term of this Agreement or at any time thereafter, except as required in the course of its Services under this Agreement. All Confidential Information shall remain the exclusive property of the disclosing party or its customers and clients and shall not be used or reproduced except in the sole interest of the disclosing party and with its prior consent and shall be immediately returned or destroyed upon request of the disclosing party or at the termination of Services hereunder.

IN WITNESS WHEREOF, the parties hereto intending to be bound have caused this Agreement to be executed, as of the date first written above, by their duly authorized representatives.

Carrier	**Customer**
GARDA CL Southeast, Inc.	**CITY OF COCOA**
By: 	By:
(Garda Signature)	(Signature)
Jennifer Frankel	
(Garda Printed Name)	(Printed Name)
Title: SVP Finance	Title:

GARDAWORLD

Schedule A

FOR OFFICE USE ONLY	
Customer Account: **CITY OF COCOA**	Contract: **12479 (260-159430)**

GARDA CL Southeast, Inc. ("CARRIER") and **CITY OF COCOA** ("CUSTOMER") agree that effective **November 01**, **2020** this Schedule A amends and is incorporated into the Armored Car Service Agreement between the parties (the "Agreement") dated as of **November 01**, **2020** (the "Contract Date") by adding or amending the following Customer rates, schedules, lists, liabilities, days, Term and/or terms.

(I) Term

The Agreement shall be in full force and effect from **November 01**, **2020** until **October 31, 2025** and shall automatically renew thereafter from year to year until cancelled by either party by giving the other party written notice thereof ninety (90) days in advance of each anniversary of the Contract Date.

(II) Holidays

CUSTOMER acknowledges that CARRIER observes the following Holidays for which a Holiday Service rate as set forth in Section III below shall apply.

(1) New Year's Day	(6) Independence Day	(10) Thanksgiving Day
(2) Martin Luther King Day	(7) Labor Day	(11) Christmas Day
(3) Presidents Day	(8) Columbus Day	(12) Family Day (NV Only)
(4) Easter	(9) Veteran's Day	(13) Admission Day (NV Only)
(5) Memorial Day		(14) Pioneer Day (UT Only)

It is understood and agreed that when a Holiday falls on a Sunday the following Monday shall constitute the Holiday; when a Holiday falls on a Saturday the preceding Friday, that Saturday, or the following Monday shall constitute the Holiday.

(III) Service Location(s) and Detail(s)

**Service Location	**Address	City	ST	**Product	**Monthly Price	Item Allowance	Frequency	Liability Limit
CITY OF COCOA UTILITY	65 STONE STREET	COCOA	FL	ARMORED TRANSPORTATION SERVICE	$398.52	5	Weekly	$300,000.00

(** Flagged for GARDA CL internal purposes only.)

The following rate schedule applies to the service locations listed above:

**Product		
ARMORED TRANSPORTATION SERVICE		CITY OF COCOA UTILITY
Description	**Price ($)**	**Unit of Measure**
OFF DAY IN-ROUTE $	77.2500	TR
DED ARMORED CAR SERV 2 HR MIN	175.0000	HR
RETURN TRIP SERVICE $	56.6500	TR
EXCESS ITEMS $	2.0600	UN
EXCESS PREMISE TIME	4.4800	MN
HOLIDAY SERVICE $	66.9500	TR

(** Flagged for GARDA CL internal purposes only.)

* [**Y**] By placing a “Y” in this box, CUSTOMER agrees and confirms that it captures such information as it deems necessary to fully reconstruct all checks in each Shipment. Accordingly, CUSTOMER, subject to the terms and conditions in the Agreement, declines any coverage by and waives any liability against CARRIER above the amount set forth in the Maximum Shipment Liability Checks, in exchange for not being assessed any excess liability charges for checks included in any Shipment above the Maximum Shipment Liability Checks amount. Otherwise, by placing an “N” in this box, the terms of Sections VI(a) & VII(f), will apply and additional and excess liability charges will be assessed for amounts in excess of the Maximum Shipment Liability Checks.

(IV) Days of Services									
**Service Location	City	State	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
CITY OF COCOA UTILITY	COCOA	FL	N	Y	Y	Y	Y	Y	N

(** Flagged for GARDA CL internal purposes only.)

Carrier

GARDA CL Southeast, Inc.

By: 

(Garda Signature)

Jennifer Frankel

(Garda Printed Name)

Title: SVP Finance

Customer

CITY OF COCOA

By: _____

(Signature)

_____

(Printed Name)

Title: _____

SERVICE

PURCHASE ORDER

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

THIS NO. 77299

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 8246
VENDOR FAX NO.:
VENDOR PH NO.: 877-287-8889

DATE 11/04/2020
DATE REQUIRED 9/30/2021

GARDA CL SOUTHEAST INC
301 N. LAKE AVENUE
SUITE 600
PASADENA CA 91101

DELIVER TO:

City of Cocoa
CITY HALL
65 STONE STREET
COCOA FL 32922

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

BUYER/REQ. # CS 0000041864 KAB/JSV/1510

F.O.B.

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
1	4882.24	SUM	ARMORED CAR SERVICE - DEPOSITS/MONEY EXCHANGE Armored Car Services, Five Days per week Monday through Friday 8 am to 5 pm. Master Contract Agreement dated October 1, 2013 to October 1, 2016 with Annual Auto Renewal - Original Liability Limits of $500,000, Premise Time not to exceed Five (5) Minutes, and Excess Items not to exceed Five (5) Items per Day. Beginning October 1, 2020, our Master Agreement auto renewed, billed at a monthly service charge of $498.52. For the following: Service Days are Mon - Fri 8am to 5pm; Liability Limits of $500,000; Premise Time not to exceed Five (5) Minutes; and Excess Items not to exceed Five (5) Items per Day. Beginning November 1, 2020, Master Contract "Amendment" will take effect, reducing the monthly service charge to $398.52. For the following: Service Days are Mon - Fri 8am to 5pm; Liability Limits were reduced to $300,000; Premise Time not	1.0000	4882.24

*** CONTINUED ***

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

ACCOUNT NUMBER

00115105363400

CITY OF COCOA

MAIL INVOICES TO:

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

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

Purchasing Agent

SERVICE

PURCHASE ORDER

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

THIS NO. 77299

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 8246
VENDOR FAX NO.:
VENDOR PH NO.: 877-287-8889

DATE 11/04/2020
DATE REQUIRED 9/30/2021

GARDA CL SOUTHEAST INC

DELIVER TO:

City of Cocoa

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

F.O.B.

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
1			ARMORED CAR SERVICE - DEPOSITS/MONEY EXCHANGE to exceed Five (5) Minutes; and Excess Items not to exceed Five (5) Items per Day.		
2	200.00	SUM	SURCHARGES - EXCESS ITEMS/EXCESS PREMISE TIME Surcharges are billed per instance based on if we were to exceed our allowed Premise Time of Five (5) Minutes and/or exceed our allowed Items of Five (5) per day. Rates are as follows: Excess Items are billed at a rate of $2.06 per item. Excess Premise Time is billed at a rate of $4.48 per minute. Please note: any surcharges invoiced are reviewed and disputed prior to receiving the invoice. These charges are not included in the monthly service invoice, but are billed separately at the	1.0000	200.00

*** CONTINUED ***

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

ACCOUNT NUMBER

00115105363400

CITY OF COCOA

MAIL INVOICES TO:

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

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

Purchasing Agent

SERVICE

CITY OF COCOA

PURCHASE ORDER

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

THIS NO. 77299

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 8246
VENDOR FAX NO.:
VENDOR PH NO.: 877-287-8889

DATE 11/04/2020
DATE REQUIRED 9/30/2021

GARDA CL SOUTHEAST INC

DELIVER TO:

City of Cocoa

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

F.O.B.

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
2			SURCHARGES - EXCESS ITEMS/EXCESS PREMISE TIME end of the month.		
				TOTAL	5082.24

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

ACCOUNT NUMBER

00115105363400

CITY OF COCOA

MAIL INVOICES TO:

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

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

Purchasing Agent

GARDAWORLD

Amendment

FOR OFFICE USE ONLY	
Customer Account: **CITY OF COCOA**	Contract: **12479 (260-159430)**

GARDA CL Southeast, Inc. ("CARRIER") and **CITY OF COCOA** ("CUSTOMER") agree that effective **November 01, 2020**, this Amendment amends and is incorporated into the armored car service agreement between the parties (the "Agreement") dated as of **October 01, 2013** (the "Contract Date") by adding or amending the following customer rates, schedules, lists, liabilities, days, term and/or terms.

(I) Service Location(s) and Service Detail(s)

Status	**Effective Date	**Service Location	**Address	City	ST	**Product	**Monthly Price	Item Allowance	Liability Limit
Modified	11/1/20	CITY OF COCOA UTILITY	65 STONE STREET	COCOA	FL	ARMORED TRANSPORTATION SERVICE	$398.52	5	$300,000.00

(** Flagged for GARDA CL internal purposes only.)

The following rate schedule applies to the service locations listed above:

**Product		
ARMORED TRANSPORTATION SERVICE		CITY OF COCOA UTILITY
Description	**Price ($)**	**Unit of Measure**
OFF DAY IN-ROUTE $	77.2500	TR
DED ARMORED CAR SERV 2 HR MIN	175.0000	HR
RETURN TRIP SERVICE $	56.6500	TR
EXCESS ITEMS $	2.0600	UN
EXCESS PREMISE TIME	4.4800	MN
HOLIDAY SERVICE $	66.9500	TR

(** Flagged for GARDA CL internal purposes only.)

(II) Days of Services									
**Service Location	City	State	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
CITY OF COCOA UTILITY	COCOA	FL	N	Y	Y	Y	Y	Y	N

(** Flagged for GARDA CL internal purposes only.)

IN WITNESS WHEREOF, the parties hereto, intending to be bound, have caused this Amendment to be executed by their duly authorized representatives.

Carrier

GARDA CL Southeast, Inc.

By: _____

(Signature)

_____

(Printed Name)

Title: _____

Customer

CITY OF COCOA

By: _____

(Signature)

_____

(Printed Name)

Title: _____

Legislation Details (With Text)

File #:	21-290	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	4/6/2021			**In control:**	City Council
On agenda:	4/27/2021			**Final action:**	
Title:	To Approve First Amendment to the Multi-Year Premier Power Services Contract between the City of Cocoa and Duke Energy Florida, LLC. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	02_26_2020 Premier Power Service Contract - executed.pdf City of Cocoa - Premier Power Service Contract - First Amendment (02.12.2021).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 6, 2021
Agenda Date: April 27, 2021
Prepared By: Katherine Ennis, P.E., Utilities Deputy Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve First Amendment to the Multi-Year Premier Power Services Contract between the City of Cocoa and Duke Energy Florida, LLC

BACKGROUND:

On February 26, 2020, City Council approved a Sole Source Resolution and execution of a Multi-Year Premier Power Services Contract between the City of Cocoa and Duke Energy Florida, LLC (Duke). This contract provides back-up generator services for a monthly fee of $36,140 over a contract period of 10 years with generator power located at the plant but owned, operated, maintained, and monitored 24/7 by Duke. The current generators are at the end of their useful lives and it was determined by staff that this contract was a more cost-effective option and doesn't require any upfront capital investment.

The revised Premier Power scope modifies the type of generator to be supplied from Duke from one 2,500 kW, four-engine generation system to a larger one 3,000 kW generation system. During the design it was determined that the larger generator was necessary for the demands at the plant. This addendum will not affect the rates associated with this Contract and all other provisions of the Premier Power Service Contract not affected by this First Amendment shall remain in force and effect.

Staff recommends City Council approval of the First Amendment to the Contract with Duke to revise

the Premier Power Scope (Attachment A of the Original Contract).

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

On February 26, 2020, City Council approved a Sole Source Resolution and execution of a Multi-Year Premier Power Services Contract between the City of Cocoa and Duke Energy Florida, LLC (Duke).

RECOMMENDED MOTION:

To Approve First Amendment to the Multi-Year Premier Power Services Contract between the City of Cocoa and Duke Energy Florida, LLC.

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PREMIER POWER SERVICE CONTRACT

The undersigned City of Cocoa, a Florida municipal corporation, (hereinafter "the Customer") hereby applies to Duke Energy Florida, LLC (hereinafter "the Company") for backup electric services to the Customer's **Claude H. Dyal Water Treatment Plant** facility at **28400 State Road 520, Christmas, Florida 32709** (hereinafter "the Customer's Facility") located in Orange County, Florida., to be provided by an on-site generator installed, owned, operated and maintained by the Company for the purpose of continuing the supply of electricity to the Customer's Facility in the event the Customer's normal electric supply is interrupted and assisting the Company in meeting peak demands on the Company's system during periods of critical capacity conditions (hereinafter "the Services"). The Services shall be rendered in accordance with the terms of the Company's Premier Power Service Rider, Rate Schedule PPS-1 (hereinafter "the PPS Rider," which is hereby incorporated into this Contract by this reference), as approved or subsequently revised by the Florida Public Service Commission, which is hereby incorporated into this Contract by this reference (a copy of the currently effective PPS Rider is attached hereto, **("Attachment B")**), and the following terms and conditions:

1. **Effective Date**

This Contract shall become effective upon the acceptance hereof by the Company, evidenced by the signature of its authorized representative appearing below, which, in conjunction with the PPS Rider and, subject to the terms of this Contract, the technical specifications described in the Company's proposal letter dated **March 1, 2020 ("Attachment A")**, shall constitute the entire agreement between the Customer and the Company with respect to provision of the Services. In the event of any conflict between the Company's proposal letter and the PPS Rider, in conjunction with this Contract, the PPS Rider, in conjunction with this Contract shall prevail.

2. **Term of Contract**

The term of this Contract is from 2/26 **,2020**, or from the date the Services are first provided hereunder, whichever is later and continuing until one hundred twenty **(120)** months after the date Services are first provided.

3. **Customer Payments**

The Customer's Monthly Service Payment determined in accordance with the PPS Rider shall be **$36,140.00**, exclusive of present or future federal, state, municipal or other sales, use, gross receipts, or property tax, or similar charge with respect to the Services, which the Customer shall also pay. If the Customer fails to pay any amount owed the Company hereunder when due, such past due amounts shall accrue interest at the rate of 18% per annum or the maximum legal rate, whichever is lower. Further if the Customer fails to make any undisputed payment owed the Company hereunder within five (5) business days of receiving written notice from the Company that such payment is past due, the Company may suspend the Services to the Customer. In the event that the Customer fails to pay any past due amounts for a period of sixty (60) days, the Company shall have the right to access and remove the facilities at the Customer's expense. In such a circumstance, the Customer shall be responsible for paying a Termination Fee as more fully described in Section 8 below. Additionally, the Customer shall be liable to the Company for any attorney fees or other costs incurred in collection of this payment or any other amount due under this Contract. The Customer's obligations under this Section 3 shall survive the termination or cancellation of this Contract.

4. **Provision of Services and Installation Schedule**

The Company shall furnish labor, supervision, equipment, materials and transportation reasonably necessary to provide the Services. The Company shall be entitled to rely on the accuracy of any information provided by the Customer, which information is warranted by the Customer to be accurate and correct. Such information shall include, but is not limited to, the information the Customer is required to provide as described in Section 5 below. In the event of any unforeseen difficulties in performance of the Services due to conditions at the work site or due to the inaccuracy of any information relied upon by the Company, the Customer shall be liable and reimburse the Company for any increased costs or expenses incurred by the Company as a result of such difficulties, and the Monthly Service Payment, the Company's proposal letter, and Contract Term shall be equitably adjusted to compensate Company for any additional or increased work or time the Company may be required to incur. The Company shall exercise commercially reasonable efforts to commence the Services. The completion schedule for providing the Services shall be equitably adjusted to compensate the Company for any such unanticipated delays or delays to the installation or startup of the facilities for any reasons beyond the fault and neglect of the Company.

(Continued on next page)

5. **Customer Responsibilities**

The Customer shall provide a location on its premises for installation of the Company's facilities, any necessary access to the work site, as well as a reasonable lay-down area to perform the Services. Further, the Customer shall, so long as is necessary to provide the Services, provide access to the Company, upon reasonable notice to Customer (except in the case of an emergency, declared by the Company, in its sole discretion, in which case the Customer agrees that the Company has permission to access the Company's facilities without any prior notice to the Customer), for operation, maintenance and repair of the Company's facilities. Accordingly, the Customer shall be obligated, at its sole expense, to keep the premises on which the Company's facilities are located free and clear of anything that may impair the operation, maintenance and repair of such facilities or cause damage to the Company's facilities. In the event that the Customer fails to keep the premises on which the Company's facilities are located free and clear as described herein, the Company shall provide notice to the Customer of the Customer's failure to do so. If the Customer has not fully satisfied its obligation as described herein within five (5) business days of its receipt of such notice, the Company may either (i) suspend the Services to the Customer or (ii) clear the premises on which the Company's facilities are located on of anything that may impair the operation, maintenance and repair of such facilities. In the event that the Company chooses option (ii) above, the Customer shall be liable and reimburse the Company for all costs associated with the work performed.

Any delays or additional cost incurred by Company because of inadequate access to the work site shall be grounds for an equitable adjustment in the schedule and the Monthly Service Payment. The Company shall have the right to suspend the Services or adjust the schedule accordingly in the event that there is inadequate access to the work site, or if any required information is not promptly provided, or in the event that the safety of any person or property might be jeopardized by continuing with the Services. The Customer shall provide, at no cost to the Company, any plans, specifications, drawings or information that may be necessary or useful in the performance of the Services. The Customer will ensure that all Occupational Safety and Health Act requirements are adhered to for the area where any Company equipment in support of the Services is to be based. In the event of damage to Company owned equipment that is caused by the Customer or the Customer's agents, or any other cause not due to the fault or neglect of the Company the Customer agrees to pay all repair or replacement costs associated with the damage.

6. **Permits and Regulatory Requirements**

Other than acquiring its general business license, which the Company shall obtain and maintain, the Customer shall be responsible for obtaining any license or permit required of the Company in the Company's name to enable it to provide the Services. The Customer assumes the risk and responsibility for such compliance (including any changes to such requirements), and for securing such permits, licenses, and approvals from the proper authorities, and for paying any associated costs or fees should compliance with any laws, rules, regulations, or ordinances of any federal, state, or local authority, or of any agency thereof (including, but not limited to, certification to do business as a foreign corporation) require any changes in the Services; or should any permits, licenses, or approvals of plans and specifications for the Services or should any permits, licenses, or approvals for the installation or use thereof be required.

7. **Installed Equipment**

The Customer agrees that any equipment installed on the Customer's premises for the express purpose of providing the Services is and will remain the sole property of the Company until such time as the Customer may wish to exercise its purchase rights set forth in Section 9 below. The Company reserves the right to modify or upgrade equipment as the Company deems necessary, in its sole discretion, for the continued supply of these Services. If equipment modifications or upgrades are requested by the Customer, however, any such modifications or upgrades will be at the Customer's expense.

8. **Early Termination of Contract**

The Customer has the right to terminate this Contract before the entire Contract Term has expired, provided that the Customer a) notifies the Company in writing a minimum of 60 days prior to termination of the Services and b) pays a Termination Fee. The Termination Fee will be calculated by taking the sum of the Customer's payments remaining in the Contract Term, adding an estimated removal cost, and subtracting therefrom the sum of avoided costs, including but not limited to maintenance costs, if any, and the estimated salvage value as reasonably determined by the Company. In the event of any termination of this Contract before the end of the Contract Term, the Company shall also be compensated for all Services provided to Customer prior to the effective date of termination, and for all costs reasonable incurred by the Company in preparation for the providing of Services prior to the effective date of any termination of this Contract or any termination of Services being provided pursuant to this Contract.

9. **End of Contract**

At the end of the Contract Term the Customer shall have the option to a) renew the terms of this Contract for an agreed upon period at an agreed upon price between the Company and the Customer, b) purchase equipment, if any, that has been installed on Customer's premises at an agreed upon price, or c) terminate this Contract which will require removal of any equipment owned and installed by the Company for the purpose of providing the Services. If the Company does not receive Customer's written confirmation as to which option is being selected within 60 days prior to the end of the Contract Term or if options (a) or (b) are selected but the parties have failed to reach agreement upon the renewal term or the price to be paid, Customer will be deemed to have selected option (c) to terminate.

(Continued on next page)

10. Warranty

The Company warrants that Services shall be performed in accordance with generally accepted industry practices. THE WARRANTY SET FORTH ABOVE IS EXCLUSIVE, AND NO OTHER WARRANTY OR REMEDY OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, SHALL APPLY.

The Customer warrants that the premises on which the Company's facilities are to be located is suitable for the location of such facilities. The Customer further warrants that the placing of such facilities on such premises complies with all laws, rules, regulations, ordinances, zoning requirements or any other federal, state or local governmental requirements.

11. Limitation of Liability and Indemnification

Notwithstanding anything herein to the contrary, neither the Company nor its employees, its subcontractors or suppliers shall be liable for any direct, indirect, general, special, incidental, exemplary, or consequential loss or damage of any nature arising out of their performance or non-performance hereunder. Further, notwithstanding anything herein to the contrary, in no event shall the Company's liability arising out of or in connection with the performance or non-performance of the Services exceed the Customer's payments received by the Company pursuant to Section 3 above. The provisions of this Section 11 shall apply whether such liability arises in contract, tort (including negligence), strict liability or otherwise.

The Customer shall arrange its electrical requirements to ensure that the electrical requirement to be supplied when normal service is interrupted will not be greater than the generation capacity. Accordingly, in no event shall the Company be liable for any claims, damages, cost, expenses or causes of action arising out of the failure of the Customer to so arrange its electrical requirements. Further, the Customer shall indemnify, defend and hold harmless the Company from any claims, liabilities, obligations, damages, costs and expenses (including, but not limited to, reasonable attorney's fees) or causes of action of whatsoever kind or nature for injury or death to any person and for damage to or destruction of property, to the extent resulting from the failure of the Customer to so arrange its electrical requirements.

12. Force Majeure

Except for the Customer's obligation to pay the Company any sum of money owed the Company hereunder, neither party shall be liable for its failure to perform hereunder if such failure is due to any act or circumstance beyond the reasonable control, and not due to the fault or neglect of, of the party claiming the event of force majeure including, but not limited to the following acts or circumstances: (i) act(s) of God, (ii) war or wars, (iii) government regulation by a governmental authority having jurisdiction (including, but not limited to, any law, rule, order, proclamation, regulation, ordinance, demand, or requirement of any governmental agency), (iv) act(s) or threatened act(s) of terror, including, but not limited to any acts by organized groups of terrorists or any acts of a public enemy (v) disaster(s) (including, but not limited to, hurricane, tornado, tropical storm, earthquake, or major storm), (vi) any pandemic, epidemic, pestilence, plague, or outbreak, (vii) strike, lockout, or industrial disputes, (viii) civil disorder, riot, or disturbance of the peace, (ix) any third party act for which the party who fails to perform is not responsible, or (x) any other condition or circumstance, whether similar to or different from the foregoing (it being agreed that the foregoing enumeration shall not limit or be characteristic of such conditions or circumstances) beyond the reasonable control and fault of the party claiming the force majeure event.

In the event that either party is rendered unable, wholly or in part, by reason of an event of force majeure to perform any obligations set forth in the Contract, other than the Customer's obligation to pay a sum of money owed hereunder to the Company, then such party shall give the other party written notice and reasonably full particulars of such event as soon as practicable after the occurrence thereof, and thereafter, the obligations of both parties shall be suspended to the extent and for the period of such force majeure condition and such cause shall be remedied with all reasonable dispatch. Settlement of strikes and lockouts shall be entirely within the discretion of the party affected and the requirement that any event of force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of the parties directly or indirectly involved in such strikes or lockouts when such course is inadvisable in the discretion of the party having such difficulty.

To the extent the force majeure event causes a delay or an increase in costs or expenses to the Company, the Customer shall be liable to the Company for all increased costs and expenses incurred by the Company as a result of such force majeure event. In no event shall the Company be responsible for any damages arising out of any failure to perform or delay arising as a result of such force majeure event.

13. Non-Waiver

The failure of either party to insist upon the performance of any term or condition of this Contract or to exercise any right hereunder on one or more occasions shall not constitute a wavier or relinquishment of its right to demand future performance of such term or condition, or to exercise such right in the future.

(Continued on next page)

14. **Regulatory Authority and Governing Law**

The Services provided under this Contract are subject to the regulatory authority of the Florida Public Service Commission (hereinafter "the FPSC"), and shall also be governed by the laws of the State of Florida. This Contract is subject to changes or substitutions, either in whole or in part, made from time to time by order of the FPSC, and each party to this Contract reserves the right to seek approval of such changes or substitutions, in accordance with law, from the FPSC. Unless specified otherwise, any such changes or substitutions shall become effective immediately and shall nullify all prior provisions in conflict therewith.

15. **Dispute Resolution**

The Company and the Customer shall endeavor to resolve any claim or other matter in question between the parties to this Contract arising out of or related in any way to this Contract by negotiation or mutual agreement. The Florida Public Service Commission and/or a court of competent jurisdiction in the State of Florida only, as may be applicable under controlling law, shall decide any unresolved claim or other matter in question between the parties to this Contract arising out of or related in any way to this Contract, with the Florida Public Service Commission and/or such court having sole and exclusive jurisdiction over any such matters. In no event will any such claim be submitted to arbitration, or to a court in any other jurisdiction, without the express written consent of both Parties.

16. **Entire Agreement**

The Contract constitutes the entire understanding between the Company and the Customer relating to the subject matter hereof, superseding any prior or contemporaneous agreements or understanding between the parties. The parties shall not be bound by or be liable for any statement, prior negotiation, correspondence, representation, promise, draft agreements, inducement or understanding of any kind or nature not set forth or provided for herein. No prior course of dealing, usage of trade or course of performance shall be used to supplement or explain any term, condition, or instruction used in this Contract.

17. **Modification**

No statements or agreements, oral or written, made prior to the date hereof, shall vary or modify the written terms set forth herein and neither party shall claim any amendment, modification or release from any provision hereof by reason of a course of action or mutual agreement unless such agreement is in writing, signed by both parties and specifically states it is an amendment to this Contract.

18. **Severability**

In the event any provision, or any part or portion of any provision of this Contract shall be deemed or defined by any law or order any court or any governmental agency, or regulatory body having jurisdiction over either party, or held or declared by a court of competent jurisdiction to be unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties shall be reduced or abated only to the extent required to remove or cure such illegal or unenforceable portion, so long as the Contract is not affected in a manner or to the extent which would render it economically, technically, materially, or commercially infeasible to either party.

IN WITNESS WHEREOF, the parties have duly executed this Contract.

City of Cocoa, a Florida municipal corporation

By: John M. Titkanich

Name: John A. Titkanich, Jr. AICP, ICMA-CM

Title: City Manager

Date: 2/26/2020

Duke Energy Florida, LLC

By: Melissa B. Johns

Name: Melisa B. Johns

Title: Vice President

Date: 2/11/20

Attachment A

Proposal

March 1, 2020

Premier Power Scope:

The Company will provide the design, engineering, labor, supervision, equipment, materials, and such other Services as may be necessary to operate and maintain the backup generation system as described below:

- **The Company will furnish and install:**
  - **One (1) 2,500kW, four (4) Engine Generation System ("System")**
    - **The System will be EPA Tier 4 Final certified.**
    - **The System will be housed within level II sound attenuated enclosures.**
    - **One (1) 5000A 600V Output Breaker included.**
    - **48-hour Underwriters Laboratories ("UL") 142 sub-base fuel tanks included.**
    - **Woodward and SEL devices for control and protection included.**
    - **The 2,500kW 4 engine System will be expandable to 3,125kW.**
  - **One (1) 5000kVA 600V-4,160V Step-Up, Pad-Mounted, Transformer.**
  - **One (1) Medium Voltage 5kV Automatic Transfer Switchgear enclosed within a NEMA 1 enclosure.**
    - **Space in the enclosure will be included for Company provided current transformers and potential transformers for revenue metering.**
    - **One (1) Master Control included.**
    - **One (1) Human-Machine Interface ("HMI") touchscreen interface included.**
    - **DC Battery system included.**
- **The Company shall maintain 24-hour continuous remote monitoring and service dispatch.**
  - **In the event an issue occurs with the System, the Company shall notify the Customer of the issue and inform the Customer as repairs to the System progress.**
  - **In the event a lower level issue occurs that does not impact the operation or performance of the System, the Company shall use commercially reasonable efforts to resolve the issue within days.**
  - **In the event an issue occurs that impacts the operation or performance of the System, the Company shall use commercially reasonable efforts to have a technician visit the Customer's facility within two (2) hours.**
    - **If the Company is unable to resolve the issue during the visit, the Company and the Customer shall mutually agree on a solution and time frame for the Company to resolve the issue.**
    - **In the event the Company determines the use of temporary backup generator rental(s) is necessary due to the time frame required to repair the System, the Customer shall not be responsible for the cost of the temporary backup generator rental(s).**
- **The Company shall be responsible for annual maintenance services by qualified technicians for the term of this Contract.**
- **Notwithstanding Section 6 of the Premier Power Service Contract, Customer agrees that the Company will obtain all necessary permits to operate and maintain the equipment over the term of this Contract.**
- **Consistent with Florida law, Section 11 of the Premier Power Service Contract shall not apply in instances of gross negligence or intentional misconduct by the Company.**

Value Proposition:

The equipment will be owned, operated, maintained and monitored 24/7 by the Company.

The Company shall provide the Customer with documentation of annual preventative maintenance that is performed on the System. The Company shall provide the Customer with email and local direct telephone contacts for the Company.

The Customer's Monthly Service Payment is $36,140.00 (Thirty-Six Thousand, One Hundred Forty and No/100ths Dollars) per month for the one hundred twenty (120) months' Contract duration. At the end of one hundred twenty (120) months the Customer may:

a. **Request an extension to the Contract;**
b. **Purchase the System and other equipment at fair market value; or**
c. **Request the Company to remove the System and other equipment at the end of the Contract term.**

Customer Responsibilities:

The Customer will provide an adequate easement for the location of the System and other Company facilities and equipment upon request of the Company.

DUKE ENERGY®

RATE SCHEDULE PPS-1
GENERAL SERVICE – PREMIER POWER SERVICE RIDER

Availability:

Available throughout the entire territory served by the Company.

Applicable:

This Rider is applicable on a voluntary basis to a customer with a minimum measured demand of 50 kW taking service under non-residential Rate Schedules GS-1, GST-1, GSD-1, GSDT-1, GSLM-1, CS-1, CS-2, CS-3, CST-1, CST-2, CST-3, IS-1, IS-2, IST-1, or IST-2 when the customer contracts with the Company to own, install, operate and maintain generation on the customer's premises for the primary purpose of providing a back-up supply of electric service in the event normal electric supply is interrupted. The applicable non-residential Rate Schedule with which this Rider is used is modified only as required by the terms hereof.

Character of Service:

Continuous service, alternating current, 60 cycle, single-phase or three-phase, at the Company's standard distribution voltage available.

Limitation of Service:

Standby or resale service is not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations Governing Electric Service."

Monthly Service Payment:

The Monthly Service Payment under this Rider is in addition to the monthly rate determined under the applicable non-residential Rate Schedule and other riders, if applicable, and shall be calculated based on the following formula:

Monthly Service Payment = Capital Cost + Expenses

Where:

Capital Cost equals a carrying cost times the levelized plant investment based upon the estimated installed cost of facilities. The carrying cost includes the cost of capital, reflecting current capital structure and most recent approved return on common equity; income taxes; property taxes; general plant; administrative and general plant-related expenses; and intangible plant. Any replacement cost expected to be incurred during the Contract Period will also be included. Any special equipment installed by the Company that is not necessary to support back-up service to the customer shall not be included in the Monthly Service Payment.

Expenses shall be levelized over the Contract Term and shall include: Company operations and maintenance (O&M) expenses times a carrying cost that is inclusive of administrative and general and labor expenses related to O&M and cash working capital; third-party expenses for operations and maintenance, warranties, or insurance; fuel expense, based upon an estimate of the cost of fuel consumed for normal back-up operation and testing, less a credit based upon the system average cost of fuel and purchased power included in retail tariffs; inventory cost associated with fuel, materials, and supplies times a carrying cost that recovers the cost of capital and income taxes; depreciation expense, adjusted for the estimated salvage value at the end of the Contract Term; deferred income taxes; and customer accounting, customer service and information, program administration, and sales expenses. Any expenses incurred in operating the on-site generation for other than normal back-up operation and testing shall not be included in the Monthly Service Payment.

Installation cost will be recovered over the initial Contract Term. Pricing of capital-related costs and expenses shall be based upon no shorter than 10 years from the equipment's original in-service date and the resulting Monthly Service Payment shall include an upward adjustment for Contract Terms that expire prior to 10 years from this in-service date.

(Continued on Page No. 2)

RATE SCHEDULE PPS-1
GENERAL SERVICE – PREMIER POWER SERVICE RIDER

(Continued from Page No. 1)

Definition of Services:

Services provided under the terms of this Rider shall be provided by an on-site generator supplied by the Company for the purpose of continuing the supply of electricity to the customer's site in the event the normal electric supply is interrupted. In cases where the customer's total electric requirement exceeds the generation capability, the customer shall arrange its electrical requirements to ensure that the electrical requirement to be supplied when normal service is interrupted will not be greater than the generation capacity. The minimum generator capacity supplied by the Company under this rider shall be not less than 50 kW.

The Company shall have the right to operate the on-site generator at all times it deems appropriate, including, but not limited to, for the purposes of testing of the generator to verify that it will operate within required parameters, and dispatching the generator to assist in meeting system demand or for other system benefits. The generator and appropriate transfer switching shall be electrically connected on the Company's side of the billing meter; therefore, billing for generation provided during normal back-up operation and testing shall continue to be billed under the applicable non-residential Rate Schedule based solely upon consumption registered on the Company's billing meter.

Minimum Monthly Bill:

The minimum monthly bill shall be the customer's minimum bill under the applicable non-residential Rate Schedule, plus the Monthly Service Payment under this Rider.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on the bill at Company designated locations.

Term of Service:

Service under this Rider shall be for the term specified in the Premier Power Service Contract.

Service Contract:

The Company and the customer shall execute a Premier Power Service Contract that will state the amount of the customer's Monthly Service Payment determined in accordance with this Rider, the Contract Term, and other terms and conditions pertinent to providing Premier Power Service.

First Amendment to the
Premier Power Service Contract

This First Amendment to the Premier Power Service Contract ("First Amendment") is made and entered into as of _____, 2021 (the "Effective Date") by and between Duke Energy Florida, LLC (the "Company") and City of Cocoa, a Florida municipal corporation (the "Customer"). This First Amendment is issued pursuant to the Premier Power Service Contract, initially dated and executed by the Company on February 11, 2020 to become effective as of February 26, 2020 (the "Contract") which Contract is hereby incorporated into this First Amendment by reference. This First Amendment shall be governed by the terms and conditions set forth in the Contract. Duke and Customer desire to modify the Contract as set forth herein. Duke and Customer are hereinafter individually referred to as a "Party" and collectively as the "Parties".

WHEREAS, the Parties now desire to modify and amend the Contract to the sole extent as set forth in this First Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The section titled Premier Power Scope of Attachment A of the Contract is replaced and superseded with the following:

Premier Power Scope:

The Company will provide the design, engineering, labor, supervision, equipment, materials, and such other Services as may be necessary to operate and maintain the backup generation system as described below:

- The Company will furnish and install:
    - One (1) 3,000kW, Generation System ("System")
        - The System will be EPA Tier 4 Final certified.
        - The System will be housed within level II sound attenuated enclosures.
        - One (1) 5000A 480V Output Breaker included.
        - 48-hour Underwriters Laboratories ("UL") 142 sub-base fuel tanks included.
        - Woodward and SEL devices for control and protection included.
    - One (1) 480V-4,160V Step-Up, Pad-Mounted, Transformer.
    - One (1) Medium Voltage 5kV Automatic Transfer Switchgear enclosed within a NEMA 1 enclosure.
        - Space in the enclosure will be included for Company provided current transformers and potential transformers for revenue metering.
        - One (1) Master Control included.
        - One (1) Human-Machine Interface ("HMI") touchscreen interface included.
        - DC Battery system included.
- The Company shall maintain 24-hour continuous remote monitoring and service dispatch.
    - In the event an issue occurs with the System, the Company shall notify the Customer of the issue and inform the Customer as repairs to the System progress.
    - In the event a lower level issue occurs that does not impact the operation or performance of the System, the Company shall use commercially reasonable efforts to resolve the issue within days.

- In the event an issue occurs that impacts the operation or performance of the System, the Company shall use commercially reasonable efforts to have a technician visit the Customer's facility within two (2) hours.
  - If the Company is unable to resolve the issue during the visit, the Company and the Customer shall mutually agree on a solution and time frame for the Company to resolve the issue.
  - In the event the Company determines the use of temporary backup generator rental(s) is necessary due to the time frame required to repair the System, the Customer shall not be responsible for the cost of the temporary backup generator rental(s).

- The Company shall be responsible for annual maintenance services by qualified technicians for the term of this Contract.
- Notwithstanding Section 6 of the Premier Power Service Contract, Customer agrees that the Company will obtain all necessary permits to operate and maintain the equipment over the term of this Contract.
- Consistent with Florida law, Section 11 of the Premier Power Service Contract shall not apply in instances of gross negligence or intentional misconduct by the Company.

4. All other provisions of the Premier Power Service Contract not affected by this First Amendment shall remain in force and effect.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to the Premier Power Service Contract to be executed by their duly authorized representatives as of the Effective Date first above written.

City of Cocoa, a Florida municipal corporation	**Duke Energy Florida, LLC**
By: _____	By: _____
(type/print) _____	(type/print): _____
Title: _____	Title: _____
Date: _____	Date: _____

Legislation Details (With Text)

File #:	21-319	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	4/16/2021			**In control:**	City Council
On agenda:	4/27/2021			**Final action:**	
Title:	Approve Multi-Year contract with Five9 in conjunction with Multi-Year contract with Verteks Consulting Inc. for the Utility Customer Service Call Center Platform. Utilize Standardization Purchase to exempt from Competitive Purchase. Authorize City Manager to sign and execute each contract. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Five9 Quote_6 2021 - 9 2026.pdf Verteks Quote 2021-2026.pdf Verteks - Five9 Agenda Item 2018.pdf Telecommunications Agreement.pdf ECP_Five 9_2021.pdf ECP_Verteks Consulting_Mitel Annual Maintenance_2021.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 16, 2021
Agenda Date: April 27, 2021
Prepared By: Lisa Sampson, Utility Customer Service Manager
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Approve Multi-Year contract with Five9 in conjunction with Multi-Year contract with Verteks Consulting Inc. for the Utility Customer Service Call Center Platform. Utilize Standardization Purchase to exempt from Competitive Purchase. Authorize City Manager to sign and execute each contract.

BACKGROUND:

Since 2018, The City of Cocoa Utility Customer Service Division has utilized cloud-based contact center software to provide inbound/outbound call center communication to nearly 90,000 utility contacts in our service area. This platform was designed and programmed based on the needs of customer service operations and all agent activation, platform programming fees, and set up costs were paid in 2018.

Software flexibility and the reliable communication provided to the city have been an asset through the years of service. Call activity, direct inward dial and retention of recorded call storage, are also additional services required for call center operations. Five9 thru Verteks Consulting provide their

clients with 24-hour support and uninterrupted service which was proven during the 2019 hurricane season and in 2020 while city hall was closed due to the pandemic. Customer Service was able to continue all call center operations; inbound/outbound communication, reporting, recording of calls through teleworking without incurring any additional expenses.

Staff recommends continuing with the current Call Center Platform, with Five9 and Verteks**.**

STRATEGIC PLAN CONNECTION:

Continuing to be fiscally responsible utilizing the platform created for Customer Service, will prevent additional expenses for programming, licenses, startup fees and employee training time. The current system will ensure continued communication reliability and flexibility based on our operational needs by utilizing the approved exemption to competitive purchase through reason of standardization purchase.

Five9 and Verteks Consulting each provided a quote for a 3-year term with additional 2-year renewal option remaining at the current rate, without increase, until contract completion FY2026.

BUDGETARY IMPACT:

Budgeted Yes

FY2021 June 1, 2021- September 30, 2021 (4 Months)

Account Number 001-1510-536.56-15
Account Name IT-Related Operating Expense

The FY21 Budget is sufficient: A Change Order for Five-9, to PO 77630, in the amount of $10,400.

FY2021 June 1, 2021- September 30, 2021 (4 Months)

Account Number 001-1510-536.56-15
Account Name IT-Related Operating Expense

The FY21 Budget is sufficient: A Change Order for Verteks, to PO 77581, in the amount of $10,752.

FY2022 through FY2026 (Five9)

Direct Dial and Per Minute Usage (Five Years)

Account Number 001-1510-536.56-15
Account Name IT-Related Operating Expense
Amount Requested $32,460.00 (Annually)

For FY2022 through FY2026 (Verteks)

Cloud Based Platform, Subscription with Extended Storage (Five Years)

Account Number	001-1510-536.56-15
Account Name	IT-Related Operating Expense
Amount Requested	$ 32,256.00 (Annually)

PREVIOUS ACTION:

Council approved contact center platform January 2018 and VIOP usage May 2018. Exemption to Competitive Purchase approved; reason Standardization purchase.

RECOMMENDED MOTION:

Approve Multi-Year contract with Five9 in conjunction with Multi-Year contract Verteks Consulting Inc. for the Utility Customer Service Call Center Platform, and per minute usage. Utilize Standardization Purchase to exempt from Competitive Purchase. Authorize City Manager to sign and execute each multi-year contract.

Five9
Renewal Order

This Renewal Order, collectively with the Five9 Agreement and its addenda, the "Agreement", is entered into by and between Five9, Inc. ("Five9") and Reseller named below. This Renewal Order is subject to the terms and conditions of the Agreement, in the event of any conflict between this Renewal Order and the Agreement, this Renewal Order will control. For the avoidance of doubt, if there are terms and conditions in the Agreement regarding subjects on which this Renewal Order is silent, such silence will not constitute a conflict and the terms and conditions in the Agreement will control.

Customer Information	Order Information
Customer Name: City of Cocoa (thru Verteks) **Account Number.:** 111852 **Primary Contact Center Address:** 65 Stone St Cocoa FL 32922-7982 United States **Business Contact:** Robert Beach **Business Phone:** (321) 433-8550 **Business Email:** rbeach@cocoafl.org **Billing Contact:** Accounts Payable **Billing Phone:** **Billing Email:** accountspayable@cocoafl.org	**Renewal Term:** 40 Months (June 1, 2021 to September 30, 2024) **Renewal Period:** 24 Months (October 1, 2024 to September 30, 2026) **Billing Frequency:** Monthly **Five9 Account Executive:** Joel Kretzinger **Phone:** **Email:** joel.kretzinger@five9.com
Quote/Order #: Q-164380-v1 **Quote Expires:** 5/1/2021	

PRODUCT SKUS	MONTHLY SUBSCRIPTION SERVICES	CATEGORY	UNIT	QTY	LIST PRICE	UNIT PRICE	EXTENDED PRICE
200-0075	US DID	1.15 VCC Phone Numbers	Number	1	$5.00	$5.00	$5.00
						MONTHLY TOTAL:	$5.00

INVOICING SCHEDULE	
	INVOICING METHOD
Subscription Fees	
All Subscription Fees	Monthly in Advance
Usage Fees	
Communications	Monthly in Arrears for Usage
Storage	Monthly in Arrears for Usage

ORDER TERMS

All prices are in U.S. Dollars and are exclusive of any taxes to which customer may be subject.

ACCEPTANCE OF ORDER

Reseller

By:

Name:

Title:

Date:

Five9, Inc.

By:

Name:

Title:

Date:

FIVE9 SERVICE ORDER EXHIBIT TELECOMMUNICATIONS USAGE SERVICE

Local and Long Distance Rate Tables

Communication Charges: Local, long distance, and any related surcharges, taxes or fees shall be billed monthly. Charges accrue on a call-by-call basis. Customer is responsible for any call activity incurred through its account. Local and long distance charges are computed and billed based upon the Automatic Number Identification (ANI) as the calling number and the Dialed Number Identification Service (DNIS) as the called number (e.g. calls with an ANI and DNIS in the same state are rated as Intrastate calls, and calls with an ANI and DNIS in different states are rated as Interstate calls) and Pacific Standard/Daylight Time as the originating time for each call.

All connections to the Five9 service via "PSTN mode" (call generated from the Five9 service to initiate the connection with an Agent, Supervisor, or Administrator over the Public Switched Telephone Network), rather than a dedicated route utilizing the Customer's MPLS or Internet service, are billed as an outbound call for the entire connection time and can substantially increase the bill. All calls, whether outbound or inbound, are billed based on carrier connection made, regardless of agent connection to the call. All inbound calls, whether to toll free numbers or area code specific DIDs are subject to the rates shown, unless otherwise specified.

Any call to (xxx) 555-xxxx is billed as Directory Assistance.
Rate Lookup feature is available in Administrator role. Reporting of detailed call records is available in the Administrator or Supervisor portion of the Five9 platform/ service.

RATE PLAN	INITIAL/SUBSEQUENT BILLING INCREMENTS (SECONDS)	RATE PLAN UNIT PRICE
Interstate (US) Outbound	6/6	$ 0.0100
Intrastate (US) Outbound	6/6	$ 0.0100
Alaska Outbound	6/6	$ 0.1170
Hawaii Outbound	6/6	$ 0.0816
Canada Outbound	30/6	$ 0.0160
Toll Free Outbound	6/6	$ 0.0140
Interstate (US) Inbound	6/6	$ 0.0100
Intrastate (US) Inbound	6/6	$ 0.0100
Alaska Inbound	6/6	$ 0.1936
Hawaii Inbound	6/6	$ 0.0325
Canada Inbound	30/6	$ 0.0394
Other International	Current List Price	Current List Price
Directory Assistance	60/60	$ 1.0000

Notes: All rates are quoted in USDs per minute and subject to change with 30 day notice; reduction in rates may occur without notice.

Rates shown above are for comparison to rates quoted by telecommunication providers. Actual billing rates in Call Log data and invoicing include a surcharge relating to the cost of applicable surcharge, tariffs, and other fees including, but not limited to, Federal Universal Service Fund contribution (USF), Federal Telecommunication Relay Service surcharge (TRS), Federal Regulatory Recovery, Federal Local Number Portability charge (LNP), North American Number Portability fee (NANP) and other Federal, State, and carrier fees.

Outbound International calling may be blocked without notice. Restricted countries, territories, and dial codes can be found at https://www.five9.com/products/features/restricted. Upon written request via completion of the International Call Blocking form, Five9 may in its sole discretion un-block any of the affected areas.

VERTEKS CONSULTING
VOICE & DATA NETWORKS

(352) 401-0909
2100 SW 22nd Place, Ocala, FL 34471

Quote VCIQ17371

Prepared For:
City of Cocoa
Customer Service
Phone: (321) 433-8800
65 Stone Street
Cocoa, FL 32922
mfuhrer@cocoafl.org

Prepared By:
Don Gulling
President
Phone: 352-401-0909 x1450
Fax:
Email: dgulling@verteks.com



Five9 Cloud Contact Center - RENEWAL AGREEMENT

Renewal Term: 40 Months (June 1, 2021 to September 30, 2024)
Optional Renewal Period: 24 Months (October 1, 2024 to September 30, 2026)
Billing Frequency: Monthly



For the full presentation proposal, click here to view or download the PDF version of this quote. You can sign and fax this in, or you can save time by simply electronically accepting this quote below.

Line Item Detail

QTY	Description	Picture	Unit Price	Ext Price
	Monthly Recurring Charges			
1	**Agent Bundle**		$1,760.00	$1,760.00
	(Qty 16) - VCC Agent Seat - Blended			
	(Qty 16) - Agent Desktop Plus Option			
	(Qty 42) - SoftPhone IDs Subscription			
	(Qty 16) - Geopgraphic Redundancy Option Subscription			
3	**Supervisor Subscription**		$100.00	$300.00
1	**Administrator Subscription**		$100.00	$100.00
16	**100% Recording Subscription**		$5.00	$80.00
16	**Extended Call Logs**		$3.00	$48.00
16	**Extended Recording Storage - 150 days**		$25.00	$400.00
	SubTotal			***$2,688.00***

SubTotal:	**$2,688.00**
Shipping:	**$0.00**
Sales Tax:	**$0.00**
Total:	**$2,688.00**

Ready to Accept?

Order Confirmation

We reserve the right to cancel orders arising from errors, inaccuracies, or omissions.

☐ I agree to the terms and conditions of the above document and PDF attachment with an electronic signature below.

IP Address 198.51.152.4

PO Number

(Optional: Enter PO Number as your reference only.)

Comments

Email Address mfuhrer@cocoafl.org

Printed Name

Signature

"signatures" could include: /john smith/; /js/; /js123/, etc

Click to Accept

Have Questions?

Not Ready To Accept? Have Questions?

Submit

(Note, you will receive a copy of your message by email.)

No questions posted yet.

Time expressed in Eastern Daylight Time UTC-04:00

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File #:	18-8 Version: 1	Name:	
Type:	Contract	Status:	Multi-Year Contract
File created:	1/8/2018	In control:	City Council
On agenda:	1/23/2018	Final action:	
Title:	To approve a Multi-Year Agreement to purchase a ShoreTel Phone System. Approve a Sole Source Resolution waiving competitive bidding to use Five9 Cloud Contact Center platform through Verteks Consulting, Inc., an approved re-seller using the NASPO Valuepoint (formerly WSCA/NASPO) Master Contract Number AR627. To approve a Resolution Amending the Fiscal Year 2018 Budget through the use of General Fund Contingency. Authorize the City Manager to finalize all terms and execute and sign all required contracts.		
Attachments:	1. ShoreTel_VCIQ12058-01_QuoteValet_2017-12-12_3-53.03pm, 2. Five9_VCIQ12138_QuoteValet_2017-12-20_2-38.56pm, 3. 1420829193_Data Comm 14-19-ShoreTel AR627 Master Agreement-140317 (2) (1).pdf, 4. Estimate_4970_from_Florida_High_Speed_Internet, 5. Budget Resolution FY 2018.pdf, 6. 5 Nine Sole Source.pdf, 7. ShoreTel Reseller List 12-2017.pdf, 8. BAF-CM-GF Shoretel phone (1-23-17)~Agenda 18-008 - FY18.pdf, 9. ~BAF-UT-ShareTel phones (1-23-18) ~Agenda 18-008 - FY18.pdf, 10. Artemis SIP quote.pdf, 11. Mitel SIP Proposal - City of Cocoa.pdf		

CITY COUNCIL AGENDA ITEM

Memo Date: January 8, 2018
Agenda Date: January 23, 2018
Prepared By: Robert Beach, Chief Technology Officer
Through: Matthew Fuhrer, Assistant City Manager
Requested Action:

To approve a Multi-Year Agreement to purchase a ShoreTel Phone System. Approve a Sole Source Resolution waiving competitive bidding to use Five9 Cloud Contact Center platform through Verteks Consulting, Inc., an approved re-seller using the NASPO Valuepoint (formerly WSCA/NASPO) Master Contract Number AR627. To approve a Resolution Amending the Fiscal Year 2018 Budget through the use of General Fund Contingency. Authorize the City Manager to finalize all terms and execute and sign all required contracts.

BACKGROUND:

The City of Cocoa currently utilizes a Mitel phone system that is hosted by Morse Communications under contract through March 2018. The current agreement was approved by City Council for a 3-year term and was put into operation in March 2015. Over the course of the contract term, numerous service related issues were addressed and additional resources and technology were required to make the system functional beyond the initial expected investment. The hosted solution was intended to provide a turnkey solution that would result in less involvement and management from the City's Information Technology staff, thus freeing up resources for other functions.

Although the intention of moving to a hosted phone solution was to relieve support pressure from IT while reducing costs, the opposite has occurred. IT now spends much of its time opening and investigating support issues with the provider and cannot perform simple move, add, or change requests with regard to phone system users. Everything must be performed through the hosting vendor which creates a bottleneck in real world operations. Additionally, the hosted phone system has proven to be unreliable as it experienced an extended outage during Hurricane Irma's EOC activation due to a power outage at the hosting site.

The proposed new system will provide a reliable, on-site, solution that would be managed by the City's Information Technology staff. This on-site solution will provide greater reliability, greater control, and quicker turnaround times for move, add, or change requests. This new system would include installing multiple servers, software, and handsets in all City buildings. The servers would be virtualized and replicated on separate environments to ensure operational functionality and dramatically reduce the risk of an organization wide phone system outage in the event of a hardware failure. Additionally, the new system will leverage the City's extensive fiber-optic network for voice data transport, providing it a very stable and high-speed environment from which to operate.

The current hosted phone system costs the City approximately $8,866.84 per month to operate. This monthly expense was calculated by taking the average of the last 12 months lease payments and usage. Below is a breakdown of the expenses related to the operation of the current Mitel Hosted Phone System.

Mitel Hosted Phone System Recurring Costs	Monthly	Annual
Monthly Lease and Usage Expense (Average)	$8,033.51	$96,402.12
Dedicated Circuit for VoIP Traffic	$833.33	$10,000.00
Total Recurring Costs	$2,557.50	$106,402.12

Information Technology contacted several telephone vendors and requested technology performance demonstrations and budgetary pricing to replace the current hosted solution. Verteks Consulting, Inc. is an approved re-seller and installer of the ShoreTel phone system and was the only provider who could demonstrate the ability to meet all the City's needs. Below is a breakdown of the proposed phone system and additional related costs that contribute to the total cost of the telephone system.

New Phone System One-Time Expenses	
ShoreTel Phone System	$169.632.64
Five9 Cloud Contact Center Platform	$7,030.00
Total One-Time Expenses	$176,662.64

New Phone System Maintenance (Every 3 Years)	
ShoreTel Phone System Maintenance	$33,317.70
Total Maintenance	$33,317.50

New Phone System Recurring Costs **(Budgeting March-Sept)**

	Monthly	Annually
Five9 Cloud Contact Center Subscription	$1,565.00	$18,780.00

FLHSI SIP Channels (50)	$982.50	$11,790.00
Total Recurring Costs	$2,547.50	$30,690.00

Based on the expenses outlined above, the breakeven return on investment for the proposed new phone system would be 34 months after the initial purchase. After breakeven, the City would enjoy annual operating savings of $67,545.50 per year for the remainder of the useful life of the phone system.

Information Technology has evaluated several different manufacturers and vendors to find the best solution to meet the City's unique needs. The proposal from Verteks Consulting, Inc. provides a complete solution that includes hardware, software, maintenance services, technical support, voicemail, faxing, conference bridges, softphones, mobility features, and a cloud based contact center platform. Florida High Speed Internet is in the unique position to be able to deliver SIP calling paths directly over the City's fiber optic network due to our existing public/private partnership approved by Council earlier this year. This fiber based delivery of SIP channels will ensure a very high-level quality of service and availability. The proposed phone system is currently in use in a number of local government service organizations to include the St. John's Water Management District and the City of Clermont.

In addition to a new IP based phone system, a number of contact call center software providers for utility billing customer service were evaluated. Both members from the City's IT staff and customer service utility billing evaluated various software providers to determine the best software for our needs. In addition to the evaluation of software, demonstrations were conducted and the Five9 Cloud Contact Center Software was selected based on the flexibility and ability to accommodate all the customer service needs. The Five9 cloud based software is widely used in call centers and will improve the efficiency and management of the division resulting in an improved customer service experience.

STRATEGIC PLAN CONNECTION:

Fiscal Sustainability, Goal 1, Objective 1, 1.1(d): A one-time capital investment in the equipment necessary to own and operate the City's telephone communications network is estimated to result in a return on investment vs. the existing system in less than 3 years as well as provide improved up-time and service response.

BUDGETARY IMPACT:

Budgeted? Insufficient

Source of Funds:
Budgeted:
Operating 421-4020-536.52-00 - $3,288
Operating 421-4120-536.52-00 - $1,998
Operating 421-4125-536.52-00 - 1,290

Transfer From:
General Fund Contingency 001-1600-513.39-00 - $167,505
Rental/Leases 001-1103-516.44-00 - $43,435
Repairs & Maintenance 421-4025-536.46-00 -$10,368

Total: $227,884

Budgeted:
Operating 421-4020-536.52-00 - $3,288

Operating 421-4120-536.52-00 - $1,998
Operating 421-4125-536.52-00 - 1,290

Transfer To:
Operating 001-1103-516.52-00 - $131,724
Repairs & Maintenance 001-1103-516.46-00 - $33,318
Contract Services 001-1103-516.34-00 - $38,950
Communication 001-1103-516.41-00 - $6,948
Operating 421-4025-536.52-00 -$10,368

Total: $227,884

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To approve a Multi-Year Agreement to purchase a ShoreTel Phone System. Approve a Sole Source Resolution waiving competitive bidding to use Five9 Cloud Contact Center platform through Verteks Consulting, Inc., an approved re-seller using the NASPO Valuepoint (formerly WSCA/NASPO) Master Contract Number AR627. To approve a Resolution Amending the Fiscal Year 2018 Budget through the use of General Fund Contingency. Authorize the City Manager to finalize all terms and execute and sign all required contracts.

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FIVE9 TELECOMMUNICATIONS AGREEMENT

This Five9 Telecommunications Agreement, effective as of the Customer signature date below ("*Effective Date*"), is entered into by and between Five9, Inc., a Delaware corporation ("*Five9*"), having offices at 4000 Executive Parkway, Suite 400, San Ramon, CA 94583 and City of Cocoa ("*Customer*"), having offices at 65 Stone St, Cocoa, FL 32922-7982, collectively referred to as the "parties".

1. **Scope of Services.** Five9 acting in its capacity as a telecommunications carrier duly licensed by the Federal Communications Commission agrees to provide the Telecommunications Services as set forth in the Service Order to Customer on a restricted, non-transferable basis subject to Customer's compliance with this Agreement. "*Service Order*" means the signed and dated service order that describes the term, fees and other information in connection with the Telecommunications Services being purchased by Customer. "*Agreement*" means these terms and conditions and the Service Order which together shall constitute a fully integrated agreement. "*Telecommunications Services*" means all services being purchased by Customer as identified in the Service Order. Customer shall be solely responsible for all use of the Telecommunications Services under this Agreement and shall not use the Telecommunications Services in an unlawful, illegal, harassing or inappropriate way or take any actions that may result in negative effects to the Telecommunications Services, to Five9 or to its other customers. All rights to use the Telecommunications Services not expressly granted to Customer by Five9 in this Agreement are exclusively reserved by Five9 and prohibited for use under this Agreement.

2. **Billing.** Customer shall pay Five9 the long distance deposit as specified in the Service Order upon which Five9 will activate Customer's account and start the provisioning process. This long distance deposit (TelecomDeposit) shall be applied to the final monthly bill during the initial term of this Agreement or to the final monthly bill provided to the City upon early termination of this Agreement. Customer shall pay Five9 the recurring fees for the Telecommunications Services as set forth in the Service Order ("Service Fees"). Customer shall be invoiced on a monthly basis based on their bill date. Customer's billing cycle begins on or immediately following date of the applicable Service Order. Fees for partial months shall be pro-rated.

3. **Payment.** Payments shall be due 45 days after the date an invoice is received. All payments due from Customer and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. Five9 must invoice the Customer for any interest accrued in order to receive the interest payment. Any overdue period of less than 1 month is considered as 1 month in computing interest. Unpaid interest is compounded monthly. Payment of all fees may be made by cash, check or wire transfer of immediately available funds to Five9. Customer shall be responsible for all sales, value-added or similar taxes due under this Agreement. Customer agrees to pay all undisputed charges on a timely basis. In the event that Customer legitimately and reasonably disputes an invoiced amount, Customer will provide Five9 with written notice (via e-mail at billing@five9.com) of the amount in dispute and the basis for the dispute. Five9 agrees that it will work with Customer to reasonably and expeditiously resolve the dispute. Failure of Five9 to invoice Customer in a timely manner for any amounts due under this Agreement shall not be deemed a waiver by Five9 of its rights to payment for such amounts and all outstanding amounts shall remain due and payable in full by Customer.

4. **Termination.** Either party may terminate this Agreement for convenience upon ninety (90) days written notice to the other party or upon thirty (30) days written notice to the other party in the event of a breach of any material provision of this Agreement by the other party, provided that during the thirty (30) day period the breaching party failed to cure such breach except the 30-day notice period shall not apply to Customers engaged in unlawful activities. Five9 may suspend or disable Customer's access to the Services for any accounts for which undisputed payment is delinquent providing 10 days' written notice of intent to suspend access or if Five9 has a good faith belief that Customer is using the Services in violation of federal, state or local laws, rules or regulations, (collectively, "***Laws***") or compromising the security or operability of the Services. Five9 agrees that in the event it becomes aware of such actions by the Customer it will promptly notify the Customer of the unauthorized activity and allow the Customer reasonable time to rectify it provided that Five9 reserves the right to immediately suspend Customer's access to the Services if necessary to comply with law or regulation. Resumption of Customer's account following suspension or termination by Five9 is subject to the sole discretion of Five9. Customer's resumption of access to the Services following a suspension by Five9 for the reasons cited in this section will not extend the then-current term, nor result in an extension of the period covered by the prepaid Service Fees.

5. **No Requirement to Offer and Specific Disclaimer of Liability For Emergency Services.** No Requirement to Offer, and Specific Disclaimer of Liability for, Emergency Services. Customer understands and acknowledges that Five9 does not and is not required to provide Emergency Service, in conjunction with the Telecommunications Services or any other services that may be used by Customer in connection with Five9's Telecommunication Services, where "*Emergency Service*" is defined as services that connect a user to emergency services personnel or a public safety answering point ("*PSAP*"), pursuant

to applicable regulatory requirements. In the United States, Emergency Service is provided by dialing the digits "911" on a wired or a wireless telephone. Telecommunication Services provided by Five9 do not permit the dialing of "911" or any other emergency telephone numbers or a PSAP under any circumstances. Customer recognizes and agrees that: (a) Five9 is not required to offer Emergency Service, pursuant to any Laws; (b) Five9 is not a replacement for Customer's primary telephone service; and (c) neither Five9, its officers, directors, employees, shareholders, affiliates nor agents will be liable for any claim, damage, or loss arising from, or relating to, Customer's use of Five 9's Telecommunications Services or any other service provided hereunder to contact a PSAP or Emergency Services personnel. Customer specifically waives, to the maximum extent permitted by applicable Laws, any and all such claims or causes of action, arising from or relating to Five9's Telecommunications Services or any other service provided hereunder to contact a PSAP or other Emergency Services personnel. CUSTOMER ACKNOWLEDGES AND ACCEPTS THAT FIVE9'S TELECOMMUNICATIONS SERVICES DO NOT INCLUDE EMERGENCY SERVICE. CUSTOMER UNDERSTANDS AND AGREES THAT ADDITIONAL ARRANGEMENTS WITH A THIRD PARTY MUST BE MADE BY CUSTOMER TO ACCESS EMERGENCY SERVICE.

6. Call Related Compliance. Customer assumes all liability and responsibility for its use of the Telecommunications Services and agrees to comply with all laws pertaining to the use of telephonic equipment and related telecommunications products and services. If Customer is advised by any party that it does not wish to receive communications from Customer via the Telecommunications Service, then Customer agrees to the extent required by applicable Laws or Customer's policies to promptly honor such do-not-contact requests, including where possible by adding the party to its internal company-specific do not call list in their customer's Services account, and thereafter refrain from calling that party. Customer is solely responsible for obtaining any required consent of or a release from persons or entities to whom or to which Customer intends to send communications using the Service. Customer agrees to contact only those persons who the Customer is legally permitted to contact and only in the manner permitted, under federal, state and local law.

7. Warranty and Disclaimer. Each party represents and warrants to the other party that (a) it has the power and authority to enter into and perform all obligations under this Agreement and its various addenda and (b) it will comply with all applicable laws and regulations in its performance under this Agreement. THE FIVE9 TELECOMMUNICATIONS SERVICES ARE DELIVERED ON AN "AS IS" AND "AS AVAILABLE" BASIS. FIVE9 DOES NOT WARRANT THAT THE TELECOMMUNICATIONS SERVICES WILL BE UNINTERRUPTED OR THAT ALL COMMUNICATIONS WILL BE DELIVERED, NOR DOES FIVE9 MAKE ANY TELECOMMUNICATIONS SERVICES WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RELATION TO THE TELECOMMUNICATIONS SERVICES. FIVE9 DOES NOT WARRANT THAT THE TELECOMMUNICATIONS SERVICES WILL SUCCESSFULLY OPERATE WITH ANY SOFTWARE, HARDWARE, EQUIPMENT OR SOFTWARE SERVICES. Customer understands that the Telecommunications Services may be inaccessible or inoperable due to reasons beyond Five9's reasonable control including but not limited to Customer or its third party partners' equipment or infrastructure malfunctions or service interruptions caused by independent telecommunications providers.

8. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE OR OTHER SIMILAR DAMAGES, LOSSES OR COSTS ARISING OUT OF OR RELATING TO THIS AGREEMENT INCLUDING WITHOUT LIMITATION ANY CLAIMS RELATING TO: (A) LOSS OR CORRUPTION OF DATA; (B) INABILITY TO ACCESS THE SERVICE; (C) PERFORMANCE RELATED DELAYS; (D) COMPUTER VIRUSES; (E) LOSS OF BUSINESS DUE TO INOPERABILITY OR PERFORMANCE OF THE TELECOMMUNICATIONS SERVICES; (F) NON-DELIVERY OR MIS-DELIVERY OF COMMUNICATIONS; (G) THE NEGLIGENT ACTS OF OTHER FIVE9 SUBSCRIBERS; (H) ANY DEFECTS, FAILURES, ERRORS, OMISSIONS OR MISSTATEMENTS IN ANY AND ALL INFORMATION DELIVERED BY OR PROVIDED FOR DELIVERY BY THE TELECOMMUNICATIONS SERVICES; AND (I) LOSS OR LIABILITY RESULTING FROM ACTS BEYOND A PARTY'S CONTROL. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 10, neither party shall be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00).

9. Indemnification. To the extent permitted by applicable law, Five9 agrees to indemnify, hold harmless and defend the Customer, its shareholders, directors, officers, employees and agents from and against any action, claim, or damage asserted

against them by a third party, including reasonable costs and attorney's fees, (collectively, "Claims") arising out of or relating to: (a) any negligent or willful acts or omissions in connection with their duties and responsibilities under this Agreement; (b) breach of this Agreement; and (c) any alleged or actual infringement by the Telecommunications Services of any patent, trademark, copyright, or trade secret provided Customer is using such services as authorized under this Agreement.

To the extent permitted by section 768.28, Florida Statutes, Customer agrees to indemnify, hold harmless and defend Five9, its shareholders, directors, officers, employees and agents from and against any action, claim, or damage asserted against them by a third party, including reasonable costs and attorney's fees, (collectively, "Claims") arising out of or relating to the following limited conditions: (i) the fact that Five9 does not offer Emergency Services to Customer; (ii) Customer's failure to obtain Emergency Service if Customer is required to do so by applicable laws, rules or regulations given that Five9 does not offer Emergency Service; (iii) the unauthorized, illegal or fraudulent use of the Service; and (iv) any Claims arising out of responding to compulsory processes (e.g., subpoenas, interrogatories, depositions, and other forms of discovery or legal process) seeking information about Customer to determine whether Customer has violated any laws.

An indemnified party shall (i) permit the indemnifying party to defend or settle any such claim, provided, however that (x) the indemnifying party shall not enter into any settlement agreement that would result in any admission by the indemnified party or payment by the indemnified party without the indemnified party's prior written consent, and (y) the indemnified party may at its election participate in the defense of such claim, suit or the like through separate counsel at its own expense, and (ii) provide the indemnifying party all reasonable assistance (at the expense of the indemnifying party) in connection with the defense or settlement of any such claim, suit or the like.

10. Force Majeure. Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war, terror or malice, insurrections, riots, acts of God or acts, omissions or delays in acting by any governmental authority; provided, however, that the party so affected shall promptly notify the other party of the force majeure event and use commercially reasonable commercial efforts to continue performance with reasonable dispatch whenever such events have concluded.

11. Miscellaneous. All outstanding payment obligations for services satisfactorily rendered prior to termination, suspension, or expiration of this Agreement and any other obligations in this Agreement that are ongoing obligations of the parties and intended to survive shall survive any termination, suspension or expiration of this Agreement. This Agreement is governed by the laws of the State of Florida without reference to conflicts of laws. Venue for any and all actions arising out of this Agreement shall be the County of Brevard, Florida. No failure or delay in exercising or enforcing any right or remedy under this Agreement, including the failure to invoice in a timely manner shall constitute a waiver of any other right or remedy, or future exercise thereof. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is only to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable. Neither party may assign this Agreement in whole or in part without the other party's prior written consent except that either party may assign this Agreement to a successor in interest without requiring such consent in the event of a reorganization, merger, consolidation or sale of all or substantially all of its assets or stock ("Change of Control"). Any attempted assignment not in connection with a Change of Control without the non-assigning party's prior written consent shall be void. In the event of a dispute arising out of this Agreement, each party shall be responsible for its own attorney's fees. All notices, authorizations, and requests in connection with this Agreement shall be deemed given one (1) business day after they are sent by air express courier or upon receipt if sent by electronic mail (with receipt-confirmation of successful delivery). All notices shall be delivered to Five9 via email (currently billing@five9.com) or to its then-current corporate headquarters as listed on the Five9 website; and to Customer at its billing address or email address as provided by Customer to Five9. Customer agrees that this Agreement, including the Service Order, comprises the entire understanding between Five9 and Customer, and supersedes any prior agreements or correspondence them with respect to the subject matter of this Agreement. The parties expressly agree that this Agreement does not in any manner convey any rights or remedies upon any person or entity other than the parties executing this Agreement and their respective successors and assigns. No amendment of this Agreement will be binding unless it has been signed by Customer and Five9. This Agreement may be executed in counterparts, each of which will be deemed an original and taken together will constitute one single agreement between the parties with the same effect as if the signatures were upon the same.

12. **Confidential Information.** Confidential information shall mean non-public information of a party to this Agreement which the Customer is not required by the Florida Public Records Act, Ch. 119, Florida Statutes, to publicly disclose for inspection and copying. Confidential Information of Five9 includes its proprietary software and algorithms, methods, techniques, and processes revealed by the Software that constitute a trade secret as defined in Section 812.081, Florida Statutes, and as provided for in Sections

815.04(3) and 815.045, Florida Statutes. Confidential Information does not include information that: (1) is or becomes known to the public without fault or breach of the receiving party; (2) the disclosing party regularly discloses to third parties without restriction on disclosure; or (3) the receiving party obtains from a third party without restriction on disclosure and without breach of a written non-disclosure obligation. Further, the parties agree that Confidential Information does not include Customer data stored within Five9's proprietary software or any input and/or output sensory displays of or from the proprietary software. Each party agrees to keep confidential and not disclose to any third party, and to use only for purposes of performing or as otherwise permitted under this Agreement, any Confidential Information.

13. Public Records. Pursuant to Chapter 119, Florida Statutes, FIVE9 agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of FIVE9 related, directly or indirectly, to the services provided to the Customer under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the Customer, may be deemed to be a public record, whether in the possession or control of the Customer or FIVE9. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of FIVE9 are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the Customer's designated custodian of public records. Upon request by the Customer, FIVE9 shall promptly supply copies of said Public Records to the Customer. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during normal business hours of the FIVE9 be open and freely exhibited to the Customer for the purpose of examination and/or audit. Failure by FIVE9 to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the Customer upon delivery of a written notice of cancellation. If the FIVE9 fails to comply with this Section, and the Customer must enforce this Section, or the Customer suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to FIVE9's failure to comply with this Section, the Customer shall collect from FIVE9 prevailing party attorney's fees and costs, and any damages incurred by the Customer, for enforcing this Section against FIVE9. And, if applicable, the Customer shall also be entitled to reimbursement of all attorneys' fees and damages which the Customer had to pay a third party because of the FIVE9's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

14. Sovereign Immunity. The Customer intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the Customer's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the Customer's potential liability under state or federal law.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by their respective duly authorized officer.

Customer		**Five9, Inc.**	
By:	John A. Titkanich, Jr.	By:	DocuSigned by: Homero Salinas 2D835015D3E5483...
Name:	AICP, ICMA-CM	Name:	Homero Salinas
Title:	City Manager	Title:	VP of SMB Sales
Date:	7/10/2018	Date:	4/30/2018 | 13:10 PDT

DocuSign Envelope ID: 7768E7A3-AB34-41D2-B7B8-998FBA09D4FC

Five9
Service Order

This Service Order, collectively with the Five9 Telecommunications Agreement and its addenda, the "Agreement", is entered into by and between Five9, Inc. ("Five9") and Customer named below. This Service Order is subject to the terms and conditions of the Agreement, in the event of any conflict between this Service Order and the Agreement, this Service Order will control. For the avoidance of doubt, if there are terms and conditions in the Agreement regarding subjects on which this Service Order is silent, such silence will not constitute a conflict and the terms and conditions in the Agreement will control.

Customer Name: Verteks Consulting - City of Cocoa **Account Number:** 111852 **Shipping Address:** 65 Stone St Cocoa FL 32922-7982 **Contact:** Robert Beach **Phone:** 3214338550 **Email:** rbeach@cocoafl.org	**Order Type:** New Order **Order Term:** 12 Months **Renewal Term:** Up to two additional 12 month terms upon mutual agreement of the parties. **Billing Frequency:** Monthly **Payment Method:** Check **Five9 Account Executive:** Melissa McPhun **Phone:** (925) 201-2069 **Email:** mmcphun@five9.com
Quote / Order #: Q-51902 **Quote Expires:** 5/15/2018	

DID Subscription	L15 VCC Phone Numbers	Number	1	USD 5.00	USD 5.00
				Total Due:	USD 5.00

ACCEPTANCE OF ORDER

Customer
By:

Name: John A. Titkanich, Jr. AICP, ICMA-CM
Title: City Manager

Date: 7/10/2018

Five9, Inc.
By: DocuSigned by: Homero Salinas 27635015D135493...

Name: Homero Salinas

Title: VP of SMB Sales

Date: 4/30/2018 | 13:10 PDT

RESPORG DID	1.15 VCC Phone Numbers	Number	1.00	USD 15.00	USD 15.00
Telecom Deposit	1.17 VCC Telecommunications	Concurrent User	10.00	USD 75.00	USD 750.00
				Total Due:	USD 765.00

All prices are in USD and are exclusive of any taxes to which Customer may be subject.

Professional Services (including training) fees do not include travel and expenses for on-site work. Customer will be invoiced for these expenses at actual costs.

Upon account activation, Customer will have 24/7 access to Five9 Customer Support.

Terms of Service Order

Unless otherwise defined in this Service Order, capitalized terms shall have the meanings set forth in the Agreement. You represent that you have reviewed and agreed to the terms and expressly agree to all of the terms of this Service Order as of the date hereof (in the case of electronic signature, as of the date of that electronic signature), and in their then-current form on the date of any renewal of the Agreement. This Service Order will remain in effect until all subscriptions ordered under this Service Order have expired or have been terminated.

Communication Charges

Local, long distance and any related surcharges, taxes or fees shall be billed monthly and shall cover all call activity incurred by you since the previous billing date. Local and long-distance charges accrue on a call-by-call basis. You are responsible for any call activity incurred through your account. All rates quoted are set forth in US $ per minute. Rates subject to change on ninety (90) day notice. Detailed call reporting is available in Five9 Call Log reports. Rate lookup feature is available in Administrator role.

Fees and Payment

Subscriptions added during a given term will be pro-rated and billed for the remainder of the then-current term at the pricing applicable to then-existing subscriptions. Notice of a reduction in the quantity of any of the Services ordered above must be provided in writing at least thirty (30) days in advance. Five9 reserves the right to change fees or to institute new fees at any time. You will be notified at least ninety (90) days' in advance of the effective date of changes in fees or new fees via email. All fees listed in this Service Order are exclusive of any taxes. You will be responsible for all taxes, including sales or use taxes, imposed on such amounts, excluding taxes on Five9's net income. Payments shall be due 45 days after the date an invoice is received. All payments due from Customer and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. Five9 must invoice the City for any interest accrued in order to receive the interest payment. Any overdue period of less than 1 month is considered as 1 month in computing interest. Unpaid interest is compounded monthly. If any undisputed amount owing by you for the Services is 30 or more days overdue, Five9 may, without limiting its other rights and remedies, suspend your access to the Services until such amounts are paid in full. Five9 will give you at least 10 days prior notice that your account is overdue before suspending access to the Services. You will communicate to Five9 complete and accurate billing and contact information on the Services at all times. All prepaid fees under this Agreement are non- refundable, except if your account is closed in good standing, under the terms of this Agreement, with all undisputed balances paid in full, the unused balance of Prepaid Long Distance shall be refunded to you. The Telecom Deposit shown above shall be applied to the final month's bill.

FIVE9 TELECOMUNICATIONS AGREEMENT

ADDENDUM A

Local and Long Distance Rate Tables

Communication Charges: Local, long distance, and any related surcharges, taxes or fees shall be billed monthly and shall cover all call activity incurred by the Customer since the previous Customer Bill Date. Local and long-distance charges accrue on a call-by-call basis. Customer is responsible for any call activity incurred through its account. Local and long distance charges are computed and billed based upon the automatic number identification (ANI) as the calling number and the Dialed Number Identification Service (DNIS) as the called number and Pacific Standard Time as the originating time for each call. Customer's billed usage includes any and all connected calls, whether outbound or inbound, as determined by Five9's billing system. All connections to the Five9 server via "PSTN" (analog telephone line) rather than VoIP (internet) are billed as an outbound call for the entire connection time, and can substantially increase the bill. All calls are billed based on carrier connection made, regardless of agent connection to the call. Reporting of detailed call records is available from several reports, such as "CallLog1", in the Administrator or Supervisor portion of the Five9 system.

Type	Outbound	Inbound	Initial / Incremental Billing Increments (in seconds)
Interstate (US)	0.0100	0.0100	6.0/6.0
Intrastate (US)	0.0100	0.0100	6.0/6.0
Alaska	0.11700	0.19360	6.0/6.0
Hawaii	0.08160	0.03250	6.0/6.0
Canada	0.01600	0.03940	30.0/6.0
Other 10 digit calls	Market Rate	Market Rate	6.0/6.0
Other International	Market Rate	Market Rate	varies
Outbound to toll free	0.0140	N/A	6.0/6.0
Directory Assistance	1.00000	N/A	60.0/60.0

Notes: All rates quoted in US$ per minute. Interstate calls are calls where the call originates and terminates in different states based upon the ANI and DNIS. Intrastate calls are calls where the call originates and terminates in the same state based upon the ANI and DNIS. Rates subject to change with 90 day notice; reduction in rates may occur without notice. Any call (xxx)- 555-xxxx is billed as Directory Assistance. Payphone: $0.80 connection fee per call, plus prevailing call charges. All inbound calls, whether to 8xx "toll free" numbers or area code specific DIDs are subject to the rates shown. Detailed call reporting is available in Five9 Call Log reports. Rate lookup feature is available in Administrator role. All rates shown above are for comparison to rates quoted by telephone providers. Actual billing rates in Call Log data and invoicing include a surcharge relating to the cost of applicable surcharge, tariffs, and other fees.

Five9 recommends that Customer 'scrub' its lists prior to use to remove unwanted call numbers.

Exemption to Competitive Purchase

An Exemption to Competitive Purchase shall be approved before routing the purchase requisition for purchases expected to total less than $35,000 in one fiscal year. This form shall be used to justify Emergency, Single-Source, Sole-Source and Standardization purchases.

SECTION A: General

Date: 4/15/21	Account:	001-1510-536.56-15		Amount Requested:	$ 32,460.00		
Dept/Div: *1510 Finance/Customer Ser*	Requester: Lisa Sampson			Quote Attached:	☒ Yes	☐ No	
Vendor (Name, Phone, Email)	Five9 thru Verteks (352) 401-0909 dgulling@verteks.com			Emergency Purchase:	☐ Yes	☒ No	
Is Vendor Original Equipment Manufacturer (OEM)?	☐ Yes	☒ No	Single Source Purchase (If YES, attach no quote from vendor or email attempt to justify use of single source selection)		☐ Yes	☐ No	
Can multiple vendors provide the same or salient product / service?	☒ Yes	☐ No	Sole Source Purchase (If YES, attach vendor memo, letterhead, stating sole source of product / service with OEM dealer, distributor, reseller authorization)		☐ Yes	☐ No	
Is this purchase or project to be capitalized?	☐ Yes	☒ No	Standardization Purchase (If YES, provide detailed desciption, attach supporting documentation if applicable)		☒ Yes	☐ No	

SECTION B: Justification

Use section to provide a detailed explanation of services or products and why an exemption to competitive purchase is justified. Include the purpose of the services or products and how it directly impacts department operations.

Product or Service Description (Include Model / Part No., if applicable)	Call center monthly subscription service for direct inward dial, communications and storage fees for City of Cocoa Utility Customer Service call center operations.
Describe purpose of product or service.	This service supports the inbound/outbound call center operations. Communication charges for all call activity connections and dedicated line through the Customer Service call center.
What features of product or service makes this unique and exceptional to other comparable products or services?	All programing fees and licenses were previously purchased in 2018, no additional programming costs involved. Five9 is the cloud based platform which the Customer Service Division has utilized for its call center operations for 3 years without disruption or connectivity issues.
If applicable, describe why this product or service is compatible to existing equipment, instrumentation or services. If not enter N/A.	Current Five9 call center platform was created for the City of Cocoa Customer Service Division. The call center platform is billed in conjunction with the per minute usage thru Verteks Consulting, who the City of Cocoa IT Dept also has an annual maintenance contract with for the ShoreTel phone system.
If applicable, is this purchase in effort to support standardization of equipment or services? Provide description of how it will benefit department or operations. If not enter N/A.	Yes, The Customer Service Division has utilized the Five9 call center platform for 3 years. A change to a new platform would incur programming costs and licenses to be purchased. Additional time would be required for implementation of a new service. Staying with the current platform would prevent downtime for launching application and training for 15 employees. There is no additional equipment to purchase. The cost per minute remains the same as previous contract term, no increase in costs. Continuing with current platform retains customer and employee reporting and customer call information for communication retention.

SECTION C: Justification of Due Diligence

Use this section to document effort to identify other sources of product or services. This section does not apply for Emergency Products or Services.

Brief description of efforts made to resource other providers of product or services.	Reviewed options and services other communication companies offer. Conference call to other provider for comparison of how services are billed.
Describe consequence to operations if exemption is not declared.	Possible disruption of call center operations when new platform is created and implemented. Standard call recordings must be re-recorded. Separate retention of all reporting and call information required.
How will department or program function if product or service is discontinued?	City of Cocoa Customer Service Division cannot continue call center operations if communication service is discontinued. Utility customers, approx 85,000, and payment processor would be effected.
Describe how pricing was determined to be most responsive, responsible and best value to department.	Five9 thru Verteks Consulting provides Government agencies with round-the-clock support. City of Cocoa would incur additional programming and start up expenses to contract same call center service options with a new provider. Five9/Verteks have not increased the cost of service or per minute usage since implementation (2018).

Florida Statute 838.22(2), BRIBERY, MISUE OF PUBLIC OFFICE, which applies to public servants working for municipal government agencies, reads as follows: "It is unlawful for a public servant or a public contractor who has contracted with a governmental entity to assist in a competitive procurement to knowingly and intentionally obtain a benefit for any person or to cause unlawful harm to another by circumventing a competitive solicitation process required by law or rule through the use of a

Requesting Department Director Approval	Rebecca Bowman	Digitally signed by Rebecca Bowman Date: 2021.04.19 14:17:06 -04'00'	
Purchasing Manager Approval	Heath Hancher	Digitally signed by Heath Hancher Date: 2021.04.21 13:52:38 -04'00'	4/21/21
Finance Director Approval	Rebecca Bowman	Digitally signed by Rebecca Bowman Date: 2021.04.21 16:42:07 -04'00'	
Finance Staff Comments			

Exemption to Competitive Purchase

An Exemption to Competitive Purchase shall be approved before routing the purchase requisition for purchases expected to total less than $35,000 in one fiscal year. This form shall be used to justify Emergency, Single-Source, Sole-Source and Standardization purchases.

SECTION A: General

Date: 4/13/21	Account:	001-1510-536.56-15		Amount Requested:	$ 32,256.00		
Dept/Div: *1510 Finance/Customer Ser*	Requester: Lisa Sampson			Quote Attached:	☒ Yes	☐ No	
Vendor (Name, Phone, Email)	Verteks Consulting Inc. (352)401-0909			Emergency Purchase:	☐ Yes	☒ No	
Is Vendor Original Equipment Manufacturer (OEM)?	☐ Yes	☒ No	Single Source Purchase (If YES, attach no quote from vendor or email attempt to justify use of single source selection)		☐ Yes	☐ No	
Can multiple vendors provide the same or salient product / service?	☒ Yes	☐ No	Sole Source Purchase (If YES, attach vendor memo, letterhead, stating sole source of product / service with OEM dealer, distributor, reseller authorization)		☐ Yes	☐ No	
Is this purchase or project to be capitalized?	☐ Yes	☒ No	Standardization Purchase (If YES, provide detailed desciption, attach supporting documentation if applicable)		☒ Yes	☐ No	

SECTION B: Justification

Use section to provide a detailed explanation of services or products and why an exemption to competitive purchase is justified. Include the purpose of the services or products and how it directly impacts department operations.

Product or Service Description (Include Model / Part No., if applicable)	Call center software cloud based platform and Voice Over IP (VOIP) service for City of Cocoa Utility Customer Service call center operations.
Describe purpose of product or service.	This service is the platform for inbound/outbound call center operations. Provides 100% call capture, retention for 150 days, extensive reporting options and provides uninterrupted service for teleworking.
What features of product or service makes this unique and exceptional to other comparable products or services?	City of Cocoa Information Technology Department is contracted with Verteks for maintenance of current phone system. Verteks/Five 9 utilize back up servers across the country to support continuity of service in the event of natural disaster or major system updates. The Customer Service Division has utilized this platform system for 3 years without issue. Additional programming is not required.
If applicable, describe why this product or service is compatible to existing equipment, instrumentation or services. If not enter N/A.	Current call center platform was created for City of Cocoa Customer Service Division. City of Cocoa ShoreTel phone system annual contract for maintenance is with Verteks.
If applicable, is this purchase in effort to support standardization of equipment or services? Provide description of how it will benefit department or operations. If not enter N/A.	Yes, The Customer Service Division has utilized this system for 3 years without issue. Additional time is not required for creating a new call center platform or implementation of a new service. Staying with current platform would prevent downtime for launching application and training for 15 employees. There is no additional equipment to purchase. No programming costs. Continuing with current platform retains customer and employee reporting and customer call information for communication retention

SECTION C: Justification of Due Diligence

Use this section to document effort to identify other sources of product or services. This section does not apply for Emergency Products or Services.

Brief description of efforts made to resource other providers of product or services.	Reviewed options and services other communication companies offer. Conference call to other provider for comparison of services.
Describe consequence to operations if exemption is not declared.	Possible disruption of call center operations when new platform is created and implemented. Standard call recordings must be re-recorded. Separate retention of all reporting and call information required.
How will department or program function if product or service is discontinued?	City of Cocoa Customer Service Division cannot continue call center operations if service is discontinued. Utility customers, approx 85,000, and Third-Party payment processor would be effected.
Describe how pricing was determined to be most responsive, responsible and best value to department.	Verteks Consulting provides Government agencies with round-the-clock support. City of Cocoa Information Technology has a current contract with provider which ensures compatibility with existing infrastructure. The City could incur additional expenses to contract same call center service with a new provider. Verteks/Five 9 has not increased the cost of service since implementation (2018).

Florida Statute 838.22(2), BRIBERY, MISUE OF PUBLIC OFFICE, which applies to public servants working for municipal government agencies, reads as follows: "It is unlawful for a public servant or a public contractor who has contracted with a governmental entity to assist in a competitive procurement to knowingly and intentionally obtain a benefit for any person or to cause unlawful harm to another by circumventing a competitive solicitation process required by law or rule through the use of a

Requesting Department Director Approval	Rebecca Bowman	Digitally signed by Rebecca Bowman Date: 2021.04.19 14:17:30 -04'00'	
Purchasing Manager Approval	Heath Hancher	Digitally signed by Heath Hancher Date: 2021.04.21 13:45:36 -04'00'	4/21/21
Finance Director Approval	Rebecca Bowman	Digitally signed by Rebecca Bowman Date: 2021.04.21 16:42:27 -04'00'	
Finance Staff Comments			

Legislation Details (With Text)

File #:	21-299	**Version:**	1	**Name:**	Cocoa High Choruse Program fee waiver
Type:	Informational Item			**Status:**	Council Busines
File created:	4/12/2021			**In control:**	City Council
On agenda:	4/27/2021			**Final action:**	
Title:	Seek Council approval to waive fees associated with renting the Porcher House for the Cocoa High School Chorus special graduation recognition program on Saturday, May 15, 2021. (Assistant to the CM/Public Information Officer)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 12, 2021
Agenda Date: April 27, 2021
Prepared By: Samantha Senger, Assistant to the CM/Public Information Officer
Through: Stockton Whitten, City Manager
Requested Action:
Seek Council approval to waive fees associated with renting the Porcher House for the Cocoa High School Chorus special graduation recognition program on Saturday, May 15, 2021.

BACKGROUND:

The Cocoa High School Chorus is seeking to utilize the Porcher House on Saturday, May 15, 2021 for a special graduation recognition program and is requesting to have the fees waived for the use of the facility. The fees to hold this event would be $300.00.

Per the Special Event Ordinance, any changes to the fee schedule would need Council approval.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

$300.00 Rental revenue

PREVIOUS ACTION:

Last year, this event was held at the Porcher House and Council approved the fee waiver.

RECOMMENDED MOTION:

Seek Council approval to waive fees associated with renting the Porcher House for the Cocoa High School Chorus special graduation recognition program on Saturday, May 15, 2021.

Legislation Details (With Text)

File #:	21-315	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Council Busines
File created:	4/14/2021			**In control:**	City Council
On agenda:	4/27/2021			**Final action:**	
Title:	Approval of Resolution No. 2021-033, Adopting “Jim Wallen Park” as the Park Name for Circle Park. (Councilmember Hearn)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution 2021- Renaming Circle Park to Jim Wallen Park.pdf Location Map - Jim Wallen Park.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 14, 2021
Agenda Date: April 27, 2021
Prepared By: Nancy A. Bunt, Community Services Director
Through: Lavander Hearn, District 2 Councilman
Requested Action:
Approval of Resolution 2021-**, Adopting “Jim Wallen Park” as the Park Name for Circle Park.

BACKGROUND:

Section 2-9 of the City Code provides that the Cocoa City Council has the sole authority to name city buildings, parks and streets and establishes criteria for consideration of such names. Mr. James (“Jim”) Wallen served as a City Councilmember of the City of Cocoa for 6 years from 1979 to 1981 and 1983 to 1986, and also as Vice Mayor. Mr. Wallen also served the Cocoa community as a teacher for 37 years, teaching developmentally disabled children at Kennedy Middle School and adult education at Brevard Community College. Mr. Wallen also regularly served the Cocoa community by volunteering with various organizations, including The Daily Bread, a nonprofit dedicated to the hungry and the needy, The Sharing Center, Meals on Wheels, the March of Dimes, the Salvation Army, and the Special Olympics.

Councilman Hearn requested to bring forward a Resolution to rename Circle Park on Manor Drive in the City of Cocoa to Jim Wallen Park in honor of Mr. Wallen’s outstanding civic service to the City of Cocoa and its citizens.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None. Several business members have agreed to pay for and install a park sign.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approval of Resolution 2021-**, Adopting “Jim Wallen Park” as the Park Name for Circle Park.

RESOLUTION NO. 2021-033

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, APPROVING THE RENAMING OF CIRCLE PARK TO JIM WALLEN PARK; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-9 of the City Code provides that the Cocoa City Council has the sole authority to name city buildings, parks and streets and establishes criteria for consideration of such names; and

WHEREAS, Mr. James ("Jim") Wallen served as a City Councilmember of the City of Cocoa for 6 years from 1979 to 1981 and 1983 to 1986 and also served the Cocoa community as a teacher for 37 years, teaching developmentally disabled children at Kennedy Middle School and adult education at Brevard Community College; and

WHEREAS, Mr. Wallen also regularly served the Cocoa community by volunteering with various organizations, including The Daily Bread, a nonprofit dedicated to the hungry and the needy, The Sharing Center, Meals on Wheels, the March of Dimes, the Salvation Army, and the Special Olympics; and

WHEREAS, the City Council desires to rename Circle Park on Manor Drive in the City of Cocoa to Jim Wallen Park in honor of Mr. Wallen's outstanding civic service to the City of Cocoa and its citizens; and

WHEREAS, the City Council has determined this Resolution is in the best interests of the City of Cocoa.

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

SECTION 1. Recitals. The foregoing recitals are hereby fully incorporated herein by this reference and are deemed a material part of this Resolution.

SECTION 2. Renaming of Park. The City of Cocoa City Council hereby approves the renaming of Circle Park, located on Manor Drive in the City of Cocoa, to "Jim Wallen Park."

SECTION 3. Further Actions. The City Council hereby directs the City Clerk to take any further action as necessary to implement the name change to Jim Wallen Park.

SECTION 4. Repeal of Prior Inconsistent Resolution. All prior resolutions or parts of resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 5. **Effective date.** This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 27th day of April, 2021.

_____
Michael Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Dana Blickley, CFA
Brevard County Property Appraiser

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0 20 40 80 m

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All BCPAO maps and/or map applications are maintained for assessment and illustrative purposes only and do not represent surveys, plats, or any other legal instrument. Likewise, measurement and location tools are for assessment and illustrative purposes only and do not necessarily reflect real-world conditions. Due to the nature of Geographic Information Systems (GIS) and cadastral mapping, map layers may not precisely align and may not represent precise location, shape, and/or legal boundaries. Only a Florida-licensed surveyor can determine legally-relevant property boundaries, elevation, distance, area, and/or location in Florida.

Map created April 14, 2021 (map data dates may vary)

Legislation Details (With Text)

File #:	21-321	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	4/16/2021			**In control:**	City Council
On agenda:	4/27/2021			**Final action:**	
Title:	Consider the Appointments of Ronald Deel, Diana Robinson, and Jonathan Templeton as members to the Sustainability Advisory Board and the Reappointments of Paige Horr, Kristina Jackson, and Linda Gombert to the Sustainability Advisory Board. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Board Application-Deel.pdf Board Application-Robinson.pdf Board Application-Templeton.pdf Board Application_ Horr.pdf Horr-Intent for Reappointment Cocoa SAB.pdf Jackson Board Application for reappt.pdf Gombert Reappointment application.pdf Sustainability Advisory Board Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 20, 2021
Agenda Date: April 27, 2021
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Appointments of Ronald Deel, Diana Robinson, and Jonathan Templeton as members to the Sustainability Advisory Board and the Reappointments of Paige Horr, Kristina Jackson, and Linda Gombert to the Sustainability Advisory Board..

BACKGROUND:

The Sustainability Advisory Board was established by Resolution No. 2017-137. The Board currently has seven openings. The following applicants have expressed their desire to serve on a City Board. The applicants are as follows:

Ronald Deel is the owner and operator of “Pucker Pickle Juice” and has requested membership on this board. If approved, he would fulfill the seat vacated by Kaylyn Palmer and would fulfill 2/3 of the allowance of members who can serve who live outside of the city limits of the City of Cocoa. His term would be through February, 2024.

Diana Robinson has been a lifelong resident of Cocoa who has worked and been a business owner within the City. If approved, she will fulfill the seat vacated by Jo Shim (who did not request reappointment as she is moving out of Brevard County). Her term would be through April, 2024.

Jonathan Templeton is a local attorney with an office in Cocoa Village and has also requested membership on this board. If approved, he would fulfill the seat vacated by Robert Musser and would fulfill the 33% of members show can serve who live outside of the city limits of the City of Cocoa. His term would be through April, 2024.

Additionally, the following Board members have requested reappointment to the Board:

Paige Horr:	Her new term would be through April, 2024
Linda Gombert:	Her new term would be through April, 2024
Kristina Jackson:	Her new term would be through February, 2024

All of these applicants meet the requirements for serving on a City board.

A current Sustainability Advisory Board Roster is attached for your review.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

City Council appoints and reappoints to City boards and committees as vacancies arise and expirations occur.

RECOMMENDED MOTION:

Consider the Appointments of Ronald Deel, Diana Robinson, and Jonathan Templeton as members to the Sustainability Advisory Board and the Reappointments of Paige Horr, Kristina Jackson, and Linda Gombert to the Sustainability Advisory Board..

Carie Shealy

From: noreply@civicplus.com
Sent: Sunday, April 4, 2021 3:34 PM
To: Carie Shealy
Subject: Online Form Submittal: NEW--Application for Board/Committee Membership

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

NEW--Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	Ronald
Last Name	Deel
Application Date	4/4/2021
Address1	714 Lunar Lake Circle
City	Cocoa
State	FL
Zip	32926
District	District 2
Home Phone Number	321-458-1094
Work Phone Number	321-458-1094
Cell Phone Number	321-458-1094
Other Phone Number	*Field not completed.*
Place of Business	Pucker Pickle Juice
Title/Position Held	President

Date of Birth*	1/24/1971
E-mail Address	deelwithit1247@yahoo.com

**The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.*

(Section Break)

Various City Boards/Committees Available	Redevelopment Agency (Cocoa), Sustainability Advisory Board

(Section Break)

Eligibility

Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	No
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No

Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	I am interested in becoming more knowledgeable in how local governmental decisions are made. What better way to learn than become a part of our local government. The things I have learned since starting Pucker Pickle Juice may also be helpful to the board I serve on.

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	Caucasian
Gender	Male

Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.

Signature	Ronald Deel
Date:	4/4/2021
City Board and Committee Information as well as Meeting Information	Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

Email not displaying correctly? View it in your browser.

Carie Shealy

From: noreply@civicplus.com
Sent: Monday, April 12, 2021 6:24 AM
To: Carie Shealy
Subject: Online Form Submittal: NEW--Application for Board/Committee Membership

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

NEW--Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	Diana
Last Name	Robinson
Application Date	4/12/2021
Address1	1213 Alamanda Lane
City	Cocoa
State	FL
Zip	32922
District	District 2
Home Phone Number	3212080039
Work Phone Number	*Field not completed.*
Cell Phone Number	3212080039
Other Phone Number	*Field not completed.*
Place of Business	Transformed Publishing
Title/Position Held	Owner

Date of Birth*	10/1/1977
E-mail Address	transformedpublishing@gmail.com

**The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.*

(Section Break)

Various City Boards/Committees Available	Redevelopment Agency (Cocoa), Sustainability Advisory Board

(Section Break)

Eligibility

Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	Yes
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No

Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	I have lived in Cocoa for over 20 years and have worked in Cocoa during that time at Brevard Group Treatment Home on Grissom Pkwy, Emma Jewel Charter Academy on Blake Ave, my husband owns MR-AH Photography in Cocoa, and I am the owner of Transformed Publishing in Cocoa. I have been an active member of Celebration Tabernacle Church on Dixon Blvd. since 2006. I am vested in my community and am looking for an opportunity to serve in a new capacity.

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	Caucasian
Gender	Female

Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

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Signature	Diana Robinson
Date:	4/12/2021
City Board and Committee Information as well as Meeting Information	Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

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Carie Shealy

From: noreply@civicplus.com
Sent: Wednesday, April 14, 2021 10:05 AM
To: Carie Shealy
Subject: Online Form Submittal: NEW--Application for Board/Committee Membership

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

NEW--Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	Jonathan
Last Name	Templeton
Application Date	4/15/2021
Address1	973 Whetstone Place
City	Rockledge
State	FL
Zip	32955
District	District 4
Home Phone Number	3212615517
Work Phone Number	*Field not completed.*
Cell Phone Number	*Field not completed.*
Other Phone Number	*Field not completed.*
Place of Business	403 Brevard Avenue, Ste 2, Cocoa FL 32922
Title/Position Held	owner

Date of Birth*	10/28/1978
E-mail Address	jtempleton@templetonlawpa.com

**The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.*

(Section Break)

Various City Boards/Committees Available	Police Community Relations Advisory Board, Redevelopment Agency (Cocoa), Redevelopment Agency (Diamond Square), Sustainability Advisory Board

(Section Break)

Eligibility

Have you been a City of Cocoa resident for at least 6 months?	No
Do you own property or a business in Cocoa?	Yes
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No

Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	Yes
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	I'm a local attorney with an office in Cocoa Village for over three years, and now seems the appropriate time to begin to get more involved with the community now that my new business is stable. Specific skills; communication, law/legal matters, budgets, managing people, research, writing.

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	Caucasian
Gender	Male

Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

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Signature	JTempleton@templetonlawpa.com
Date:	4/14/2021
City Board and Committee Information as well as Meeting Information	Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

Email not displaying correctly? View it in your browser.

vote reg ✓ 12/15/2020

Carie Shealy

From: noreply@civicplus.com
Sent: Monday, December 14, 2020 10:28 PM
To: Carie Shealy
Subject: Online Form Submittal: NEW--Application for Board/Committee Membership

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

NEW--Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	Dawn Paige
Last Name	Horr
Application Date	12/14/2020
Address1	5672 Saratoga Lane
City	COCOA
State	florida
Zip	32926
District	District 3
Home Phone Number	3213029498
Work Phone Number	*Field not completed.*
Cell Phone Number	*Field not completed.*
Other Phone Number	*Field not completed.*
Place of Business	Classical Conversations
Title/Position Held	Director

Date of Birth*	5/22/1970 ~~5/20/2020~~
E-mail Address	paige.horr@live.com

**The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.*

(Section Break)

Various City Boards/Committees Available	Redevelopment Agency (Cocoa), Sustainability Advisory Board

(Section Break)

Eligibility

Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	Yes
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No

Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	Hello, I have lived in Cocoa district three for fifteen years and would like to be part of positive growth in our area. Cocoa is diverse and has many wonderful attributes that all need attention not just the beautiful Cocoa Village. I believe that we can work together as a community to ensure that Cocoa can excel beyond its potential and I would like to help in that effort. Being a graduate of LEAD Brevard, a former business owner, and a homeschool community director I believe I have the skills and personality to be an asset on the redevelopment or sustainability board. I appreciate your consideration. Thank you.

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	Caucasian
Gender	Female

Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

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Signature	Dawn Paige Horr
Date:	12/14/2020
City Board and Committee Information as well as Meeting Information	Boards and Committees

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Email not displaying correctly? View it in your browser.

From: paige horr
To: Carie Shealy
Subject: Reappointment Cocoa SAB
Date: Tuesday, April 20, 2021 9:53:35 AM
Attachments: cocoa board app.pdf

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Hello Carrie-

I would like to be reappointed to the Cocoa Sustainability Board. I have attached the same application I sent in December 2020 as nothing has changed.

Thank you so much!

Paige Horr

F/E Director
Classical Conversations
321.302.9498
"To Know God and Make Him Known"

Carie Shealy

From: noreply@civicplus.com
Sent: Thursday, April 22, 2021 4:40 AM
To: Carie Shealy
Subject: Online Form Submittal: NEW--Application for Board/Committee Membership

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

NEW--Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	Kristina
Last Name	Jackson
Application Date	4/22/2021
Address1	205 Westchester Dr
City	Cocoa
State	Fl
Zip	32926
District	District 4
Home Phone Number	316-708-5170
Work Phone Number	*Field not completed.*
Cell Phone Number	316-708-5170
Other Phone Number	*Field not completed.*
Place of Business	*Field not completed.*
Title/Position Held	*Field not completed.*

Date of Birth*	4/23/1973
E-mail Address	drpepperfn23@gmail.com

**The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.*

(Section Break)

Various City Boards/Committees Available	Sustainability Advisory Board

(Section Break)

Eligibility

Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	Yes
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No

Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	Florida Native Plant Society, I want to make Cocoa a better place for everyone

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	Caucasian
Gender	Female

Disability	Physically Disabled
	Field not completed.
	(Section Break)

Applicant Certification

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Signature	Kristina Jackson
Date:	4/22/2021
City Board and Committee Information as well as Meeting Information	Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

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CITY OF COCOA
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check[1], be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

(Please Print)

Name: Linda Gombert Application Date: 4-20-21

Street Address, Including Zip Code: 2323 Elon Drive, Cocoa, FL 32926

District that you live in ***(this information can be found on your Voter's Registration Card)***:
District 1 ____ District 2 ____ District 3 ____ District 4 ✓

Telephones: Home: 321-639-4017 Work: 321-639-4017 Pager: ____ Cell: 321-446-9338

Place of Business: Horticulturist

Title/Position Held: Owner/manager/operator

Date of Birth[2] dec. 28, 1960

Email Address: gombert@bellsouth.net

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE
(Please Check All Those That Interest You)

	Affordable Housing Advisory Committee		Planning & Zoning Board
	Board of Adjustment		Police Community Relations Advisory Board
	Code Enforcement/Drug Related Public Nuisance Board		Redevelopment Agency (Diamond Square)
	Housing Authority		Redevelopment Agency (US 1)
	Pension Board - Fire	✓	Sustainability Advisory Board
	Pension Board - General Employees		Utilities Advisory Board
	Pension Board – Police		

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes	✓	No	
Do you own property or a business in Cocoa?	Yes	✓	No	
Are you registered to vote in Brevard County, Florida?	Yes		No	✓
Have you ever been convicted or found guilty, regardless of adjudication, of a **felony** in any jurisdiction? Any				

[1] An Addendum to the Application is attached and the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

plea of no contest shall be considered a conviction for purposes of this question. Yes ____ No ____

If yes, have your civil rights been restored? Yes ____ No ____
Do you consent to a standard criminal background check? Yes ✓ No ____
(PLEASE SEE ATTACHED ADDENDUM)

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board Yes ____ No ✓
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ____ No ✓
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. Yes ____ No ✓

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.

Lifelong concern for our planet and its occupants. Professional horticulturist with a focus on ecologically sane and Florida-friendly landscape techniques.

STATE REPORTING REQUIREMENTS

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

RACE

____ African-American
____ Asian-American
____ Hispanic-American
____ Native American
✓ Caucasian

GENDER

____ Male
✓ Female

DISABILITY

____ Physically Disabled

APPLICANT CERTIFICATION

By filling this application with the City of Cocoa, I do hereby acknowledge the following:

1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection.

2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk.

3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to.

4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following:

   Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III)
   Florida Sunshine Law (Florida Statutes, Chapter 286)
   http://www.flsenate.gov/Statutes

Signature: Linda Gombert Date: 4-20-21

Social Security No: _____

Please Return this form to:
Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922

BRIEF DESCRIPTION OF CITY BOARDS AND COMMITTEES AND MEETING INFORMATION

Affordable Housing Advisory Committee:
Term: 3 years.
Members: 11 members.
Duties: Meet triennially to review the established policies and procedures, ordinances, land development regulations, and adopted local government comprehensive plan and recommended specific actions or initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value.

Meetings: Once every three years in Council Chambers.

Board of Adjustment:
Term: 3 years.
Members: 7 members; 2 alternate members.
Duties: To hear and decide special exceptions and variances to the zoning ordinance, as well as appeals where it is alleged there is error in any order, requirement, decision, or determination made by the Building Official in the enforcement of the zoning and sign ordinance.

Meetings: Third Wednesday of each month at 6:00 pm in the City Council Chambers.

Code Enforcement/Drug Related Public Nuisance Board:
Term: 3 years.
Members: 7 members; 2 alternate members, including an architect, a businessman, an engineer, a general contractor, a subcontractor, and a realtor.
Duties: To hear and decide alleged violations of certain codes of the City, and to hear drug related nuisance cases.

Meetings: Third Thursday of each month at 6:00 pm in the City Council Chambers.

Housing Authority:
Term: 4 years.
Members: 5 members.
Duties: Acquisition, lease, construction, reconstruction, improvement, and operation of federally-funded housing projects within the City. Work with Brevard County Housing Authority.

Meetings: Third Tuesday of each month at 6:00 pm at 868 Stone Street.

Pension Board - Fire:
Term: 2 years.
Members: 3 citizens appointed and 2 city employees.
Duties: To administer and advise the City on the firefighters' retirement system.

Meetings: Quarterly or as necessary.

Pension Board - General Employees:
Term: 3 years.
Members: 5 members, three who are appointed by City Council, one who is a full-time general employee elected by a majority of the general employees that are members of the system, and a fifth member who is chosen by the previous four trustees.
Duties: To administer and advise the City on the general employees' retirement system.

Meetings: Quarterly or as necessary.

Pension Board - Police:
Term: 2 years.
Members: 3 citizens appointed and 2 city employees.
Duties: To administer and advise the City on the police retirement system.

Meetings: Quarterly or as necessary.

Planning & Zoning Board:
Term: 3 years.
Members: 9 members; 2 alternate members.
Duties: To act in an advisory capacity to the City Council relating to zoning and land use matters.

Meetings: First Wednesday of every month at 6:00 pm in the City Council Chambers.

Police Community Relations Advisory Board:
Term: Same term as Councilmember appointing the member. Members appointed at-large and the Coastal Florida PBA term will be 4 years.
Members: 7 members
Duties: Provide feedback on issues and concerns to the community so as to develop, promote and enhance, in a positive and productive way, the public's trust and confidence in the City's Police Department. The Committee shall be devoted to facilitating the flow of ideas relative to police services for the continued betterment of the quality of life of the citizens, residents, businesses and visitors of Cocoa.

Meetings: Quarterly on the Fourth Thursday of the month.

Redevelopment Agency - Cocoa:
Term: 2 members appointed by City Council for 4 years.
Members: the 5 members of the City Council and 2 members appointed by the City Council.
Duties: To undertake and carry out redevelopment projects and related activities within its area of operation.
Must reside in the area of the CRA or be engaged in business in the area of the CRA (Per Florida Statute 163.356(3)(b).

Meetings: First Tuesday of every month at 5:00 pm in the City Council Chambers.

Redevelopment Agency -Diamond Square:
Term: 4 years.
Members: 7 members appointed by City Council.
Duties: To undertake and carry out redevelopment projects and related activities within its area of operation.
Must reside in the area of the CRA or be engaged in business in the area of the CRA (Per Florida Statute 163.356(3)(b).

Meetings: Third Monday of each month at 6:15 pm in the City Council Chambers.

Sustainability Advisory Board:
Term: No expiration date.
Members: Minimum of 5 members, no more than 11 members, who shall be residents or owners of real property and registered voters as provided in Section 2-58 of the Code of the City of Cocoa. Committee members should have backgrounds and professional disciplines that will bring relevant knowledge and experience to the table to assist the City with the development of a Sustainability and Resiliency Plan.
Duties: To advise and assist the City in establishing a written Sustainability and Resiliency Plan.

Meetings: Monthly on the 1st Thursday of the month at 6 pm.

Utilities Advisory Board:
Term: 3 years.
Members: 5 members appointed by City Council.
Duties: To advise City Council on matters relating to utility subjects.

Meetings: As needed at 6 pm in the City Council Chambers.

==========

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis.

****

THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

Sustainability Advisory Board (established by Resolution No. 2017-137) Meets on the First Thursday of the Month				
				Expiration
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Jennifer L. Riggs Chairperson	1629 N. Indian River Drive Cocoa, FL 32922 District 2 jlovittriggs@gmail.com	414-698-8750	04/13/2021 reappointed 02/27/18 appointed	02/27/2024
Kristina Jackson (Fulfilling term of L. Koss)	205 Westchester Drive Cocoa, FL 32926 drpepperfn23@gmail.com	316-708-5170 (home & cell)	11/10/2020 Appointed	02/27/2021
Joy Rutherford (Fulfilling term of Gisele Nieman)	234 Willard St. Cocoa, FL 32922 (business address) 40 Carib Dr., Merritt Island, FL 32952 joytford@gmail.com	954-549-5574	11/10/2020 appointed	02/27/2021
Dawn (Paige) Horr (Fulfilling term of Susan Hushla)	5672 Saratoga Lane Cocoa, FL 32926 Paige.horr@live.com	321-302-9498 hm	01/12/2021 appointed	04/24/2021
Marlene Weiss Committee member	2415 Tulane Drive Cocoa, FL 32926 District 3 naturalhealingmassage@gmail.com	321-298-5831	04/13/2021 reappointed 02/27/18 appointed	02/27/2024
Linda Gombert (Fulfilling term of Trina Gilliam)	2323 Elon Drive Cocoa, FL 32926 gombert@bellsouth.net	321-639-4017 hm & wk 321-446-9338 cell	06/26/19 appointed	04/24/2021
Angelique Rinaldi (Fulfilling term of Paul Johnson) (2/3 of members outside of Cocoa)	806 Switchgrass Island Road Cocoa, FL 32926 Angelique.rinaldi@myfloridahouse.gov	321-615-7397 hm	06/26/19 appointed	08/14/2021
VACANCY (seat vacated by Robert Musser)			04/24/18 appointed	04/24/2021
VACANCY ~~Josephine Shim~~ ~~Committee member~~ ~~(1/3 of members outside of Cocoa)~~	~~4010 Dakota Avenue~~ ~~Cocoa, FL 32926~~ ~~Shimjo2001@yahoo.com~~	~~321-636-4493~~ ~~(hm)~~ ~~321-431-9932~~ ~~(cell)~~	~~04/24/18~~ ~~appointed~~	~~04/24/2021~~
VACANCY ~~Kaylyn Palmer~~ ~~Vice Chairperson~~ (resigned 4/5/2021)	~~1167 S. Park Ave., Titusville, FL 32780~~ ~~KAYLYN22699@gmail.com~~	~~321-458-4576~~ ~~hm~~	~~12/11/19~~ ~~appointed~~	~~02/27/2021~~

~~(Fulfilling term of William Childs)~~ ~~(3/3 of members outside of Cocoa)~~				
Jennifer Kenny	1917 Quail Ridge Ct., #1901 Cocoa, FL 32926	321-277-9385	03/23/2021 appointed	03/23/2024
LIAISON	Councilmember Koss	474-8445	Updated 03/2021	
Counsel: Kristin Eick	Garganese, Weiss, D'Agresta & Salzman	(407) 425-9566		
RECORDING SECRETARY	Christine Kuhn	433-8502	Updated 03/2021	

Legislation Details (With Text)

File #:	21-284	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	City Business
File created:	4/2/2021			**In control:**	City Council
On agenda:	4/27/2021			**Final action:**	
Title:	Approval of the re-platting of a portion of a Final Subdivision known as Summer Breeze Plantation, which shall be known as Summer Breeze Plantation Phase Two, in accordance with Appendix A Zoning, Chapter 18, of the City of Cocoa Code, with conditions. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FINAL PLAT - SUMMER BREEZE PLANTATION PHASE TWO 42764.pdf Original (recorded) plat - Summer Breeze 00600064.pdf Title Opinion (2nd draft).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 2, 2021
Agenda Date: April 27, 2021
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approval of the re-platting of a portion of a Final Subdivision known as Summer Breeze Plantation, which shall be known as Summer Breeze Plantation Phase Two, in accordance with Appendix A Zoning, Chapter 18, of the City of Cocoa Code, with conditions.

BACKGROUND:

The subject property consists of Lots 1-7, Block B, located north of SR528 and south of Angelica St. at the east end of Breezy Point Lane. The property is identified by the Brevard County Property Appraiser as Parcel Numbers: 24-35-11-52-B-1, 24-35-11-52-B-2, 24-35-11-52-B-3, 24-35-11-52-B-4, 24-35-11-52-B-5, 24-35-11-52-B-6, and 24-35-11-52-B-7.

On the original plat there exists a twenty foot wide private drainage easement running north and south through all seven lots. The owner of these seven lots wishes to reconfigure the eastern property line of lots 2 through 5 by moving said property line twenty feet to the west. In addition, the eastern property line of lot 7 would be moved to the west to line up with the new eastern terminus of lots 2 through 5. This will remove the drainage easement from lots 2 through 5 and from lot 7 with the result that the private drainage easement will only cross lots 1 and 6. A copy of the original plat is attached for reference.

The proposed re-platting has been reviewed by the Planning & Zoning Manager, as well as a surveyor on behalf of the city, and found to be incompliance with State Statue as well as City Code.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

Council approved the original subdivision plat on September 23, 2014.

RECOMMENDED MOTION:

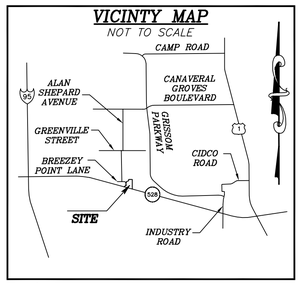
Approval of the re-platting of a portion of a Final Subdivision known as Summer Breeze Plantation, which shall be known as Summer Breeze Plantation Phase Two, in accordance with Appendix A Zoning, Chapter 18, of the City of Cocoa Code with the following condition:

1. Provide a revised Title Opinion within 15 days of Council approval with the following changes:
    a. Remove the start date of the search and only state that the search runs through March 10, 2021.
    b. Address the Title Opinion to the City's attention.

SUMMER BREEZE PLANTATION PHASE TWO

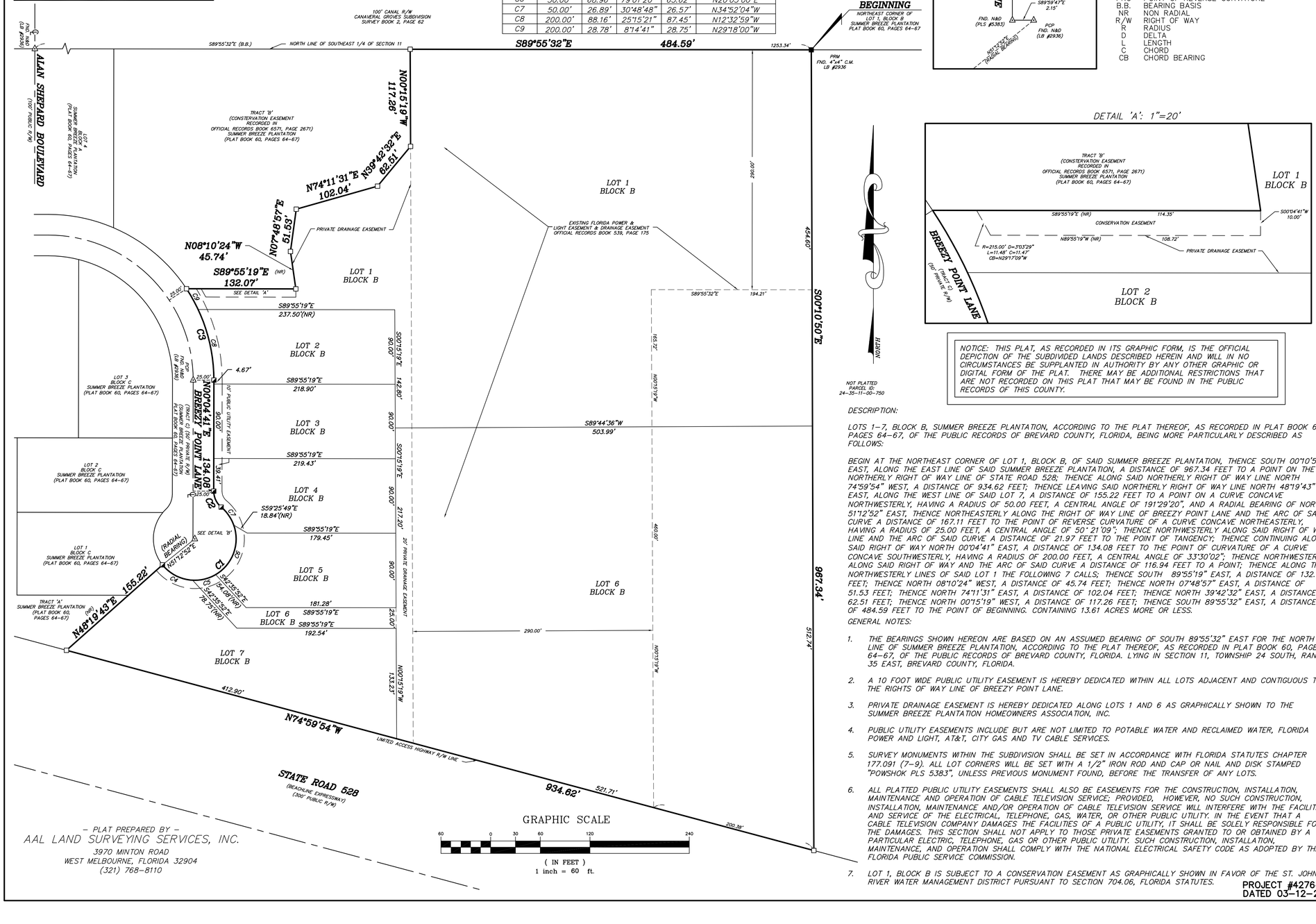
BEING A REPLAT OF LOTS 1–7, BLOCK B,
SUMMER BREEZE PLANTATION (PLAT BOOK 60, PAGES 64–67)
LYING IN SECTION 11, TOWNSHIP 24 SOUTH, RANGE 35 EAST,
CITY OF COCOA, BREVARD COUNTY, FLORIDA

VICINTY MAP
NOT TO SCALE

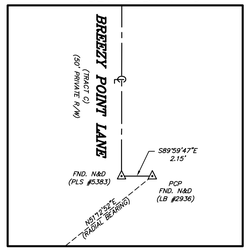


SEE SUMMER BREEZE PLANTATION HOMEOWNERS ASSOCIATION INC COVENANTS AND RESTRICTIONS RECORDED IN IN ORB 8326, PAGE 2201.

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD	CHORD BEARING
C1	50.00'	167.11'	191°29'20"	99.50'	N45°28'12"E
C2	25.00'	21.97'	50°21'09"	21.27'	S25°05'53"E
C3	200.00'	116.94'	33°30'02"	115.28'	N16°40'20"W
C4	50.00'	42.18'	48°20'07"	40.94'	S62°57'11"E
C5	50.00'	29.08'	33°19'05"	28.67'	N76°13'13"E
C6	50.00'	68.96'	79°01'20"	63.62'	N20°03'00"E
C7	50.00'	26.89'	30°48'48"	26.57'	N34°52'04"W
C8	200.00'	88.16'	25°15'21"	87.45'	N12°32'59"W
C9	200.00'	28.78'	8°14'41"	28.75'	N29°18'00"W



DETAIL 'B': 1"=5'



DETAIL 'A': 1"=20'

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOT PLATTED PARCEL ID: 24-35-11-00-750

GRAPHIC SCALE
60 0 30 60 120 240
(IN FEET)
1 inch = 60 ft.

LEGEND

NAD	NORTH AMERICAN DATUM
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
PLS	PROFESSIONAL LAND SURVEYOR
LB	LICENSED BUSINESS
■	4"x4" CONCRETE MONUMENT FOUND STAMPED AS NOTED
□	SET 5/8" IRON ROD AND CAP STAMPED "POWSHOK PRM PLS 5383"
◪	SET NAIL AND DISK STAMPED "POWSHOK PRM PLS 5383"
△	NAIL AND DISK MONUMENT FOUND STAMPED AS NOTED UNLESS NOTED OTHERWISE
F.D.O.T.	FLORIDA DEPARTMENT OF TRANSPORTATION
PRM	PERMANENT REFERENCE MONUMENT
PCP	PERMANENT CONTROL POINT
FND.	FOUND
FLPRN	FLORIDA PERMANENT REFERENCE NETWORK
PT	POINT OF TANGENCY
PC	POINT OF CURVATURE
PRC	POINT OF REVERSE CURVATURE
B.B.	BEARING BASIS
NR	NON RADIAL
R/W	RIGHT OF WAY
R	RADIUS
D	DELTA
L	LENGTH
C	CHORD
CB	CHORD BEARING

DESCRIPTION:

LOTS 1–7, BLOCK B, SUMMER BREEZE PLANTATION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 60, PAGES 64–67, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 1, BLOCK B, OF SAID SUMMER BREEZE PLANTATION, THENCE SOUTH 00°10'50" EAST, ALONG THE EAST LINE OF SAID SUMMER BREEZE PLANTATION, A DISTANCE OF 967.34 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 528; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE NORTH 74°59'54" WEST, A DISTANCE OF 934.62 FEET; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE NORTH 48°19'43" EAST, ALONG THE WEST LINE OF SAID LOT 7, A DISTANCE OF 155.22 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 191°29'20", AND A RADIAL BEARING OF NORTH 51°12'52" EAST, THENCE NORTHEASTERLY ALONG THE RIGHT OF WAY LINE OF BREEZY POINT LANE AND THE ARC OF SAID CURVE A DISTANCE OF 167.11 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 50°21'09"; THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE A DISTANCE OF 21.97 FEET TO THE POINT OF TANGENCY; THENCE CONTINUING ALONG SAID RIGHT OF WAY NORTH 00°04'41" EAST, A DISTANCE OF 134.08 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 33°30'02"; THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY AND THE ARC OF SAID CURVE A DISTANCE OF 116.94 FEET TO A POINT; THENCE ALONG THE NORTHWESTERLY LINES OF SAID LOT 1 THE FOLLOWING 7 CALLS; THENCE SOUTH 89°55'19" EAST, A DISTANCE OF 132.07 FEET; THENCE NORTH 08°10'24" WEST, A DISTANCE OF 45.74 FEET; THENCE NORTH 07°48'57" EAST, A DISTANCE OF 51.53 FEET; THENCE NORTH 74°11'31" EAST, A DISTANCE OF 102.04 FEET; THENCE NORTH 39°42'32" EAST, A DISTANCE 62.51 FEET; THENCE NORTH 00°15'19" WEST, A DISTANCE OF 117.26 FEET; THENCE SOUTH 89°55'32" EAST, A DISTANCE OF 484.59 FEET TO THE POINT OF BEGINNING. CONTAINING 13.61 ACRES MORE OR LESS.

GENERAL NOTES:

1. *THE BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF SOUTH 89°55'32" EAST FOR THE NORTH LINE OF SUMMER BREEZE PLANTATION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 60, PAGES 64–67, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. LYING IN SECTION 11, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.*
2. *A 10 FOOT WIDE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED WITHIN ALL LOTS ADJACENT AND CONTIGUOUS TO THE RIGHTS OF WAY LINE OF BREEZY POINT LANE.*
3. *PRIVATE DRAINAGE EASEMENT IS HEREBY DEDICATED ALONG LOTS 1 AND 6 AS GRAPHICALLY SHOWN TO THE SUMMER BREEZE PLANTATION HOMEOWNERS ASSOCIATION, INC.*
4. *PUBLIC UTILITY EASEMENTS INCLUDE BUT ARE NOT LIMITED TO POTABLE WATER AND RECLAIMED WATER, FLORIDA POWER AND LIGHT, AT&T, CITY GAS AND TV CABLE SERVICES.*
5. *SURVEY MONUMENTS WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 177.091 (7–9). ALL LOT CORNERS WILL BE SET WITH A 1/2" IRON ROD AND CAP OR NAIL AND DISK STAMPED "POWSHOK PLS 5383", UNLESS PREVIOUS MONUMENT FOUND, BEFORE THE TRANSFER OF ANY LOTS.*
6. *ALL PLATTED PUBLIC UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICE; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND/OR OPERATION OF CABLE TELEVISION SERVICE WILL INTERFERE WITH THE FACILITIES AND SERVICE OF THE ELECTRICAL, TELEPHONE, GAS, WATER, OR OTHER PUBLIC UTILITY. IN THE EVENT THAT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.*
7. *LOT 1, BLOCK B IS SUBJECT TO A CONSERVATION EASEMENT AS GRAPHICALLY SHOWN IN FAVOR OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PURSUANT TO SECTION 704.06, FLORIDA STATUTES.*

PROJECT #42764
DATED 03–12–21

– PLAT PREPARED BY –
AAL LAND SURVEYING SERVICES, INC.
3970 MINTON ROAD
WEST MELBOURNE, FLORIDA 32904
(321) 768–8110

PLAT BOOK_____ PAGE_____
SHEET 1 OF 1
SECTION 11 TOWNSHIP. 24 S., RANGE 35 E.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the Individual named below, being the owner in fee simple of the lands described in

SUMMER BREEZE PLANTATION PHASE TWO

Hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates all public utility easements, and other public rights–of–way shown hereon to the perpetual use of the public, and
IN WITNESS WHEREOF, the undersigned has caused these presents to be signed and attested to by the officer named below.

BY _____
Hamid Hafizi

Hamid Hafizi
779 E. Merritt Island Causeway
Merritt Island, FL 32953

Signed and sealed in the presence of:

_____
_____
(Print name)

_____
_____
(Print name)

STATE OF FLORIDA, COUNTY OF BREVARD

THIS IS TO CERTIFY, that on _____, 2021 before me, by means of ☒ physical presence or ☐ on–line notarization, an owner duly authorized to take acknowledgments in the State and County aforesaid, personally appeared Hamid Hafizi to me known to be the individual who executed the foregoing Dedication and severally acknowledged the execution thereof to be their free act and deed as such owner thereunto duly authorized; and that the said Dedication is the act and deed of said owner
IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

_____
_____
(Print name)
NOTARY PUBLIC
County and State aforesaid

My Commission Expires _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed professional surveyor and mapper, does hereby certify that on April 14, 2020 he completed the survey of the lands shown in the foregoing plat; and that said plat was prepared under his direction and supervision and that said plat complies with all of the survey requirements of Chapter 177, part 1, Florida Statutes, and that said land is located in the City of Cocoa, Brevard County, Florida.

_____ Registration No. 5383
Andrew W. Powshok
AAL Land Surveying Services, Inc.
3970 Minton Road
W. Melbourne, Florida 32904
LB – 0006623
Certificate of Authorization Number

CERTIFICATE OF REVIEWING SURVEYOR FOR THE CITY OF COCOA

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it is in conformity with Chapter 177, part 1, Florida Statutes.

_____
Reviewing Surveyor for the City of Cocoa
J. Barry Cabaniss, PLS #4524

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY That on _____ the CITY COUNCIL OF THE CITY OF COCOA approved the foregoing plat

_____
Mayor

ATTEST:
_____
City Clerk

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, and was filed for record on _____ at _____, File No. _____

_____
Clerk of the Circuit Court
in and for Brevard County, Fla.

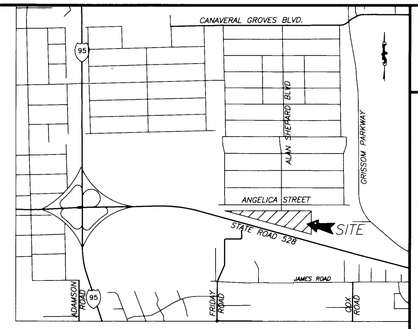
* Please see Plat Affidavit recorded in O.R. Book 7288 Page 1888.

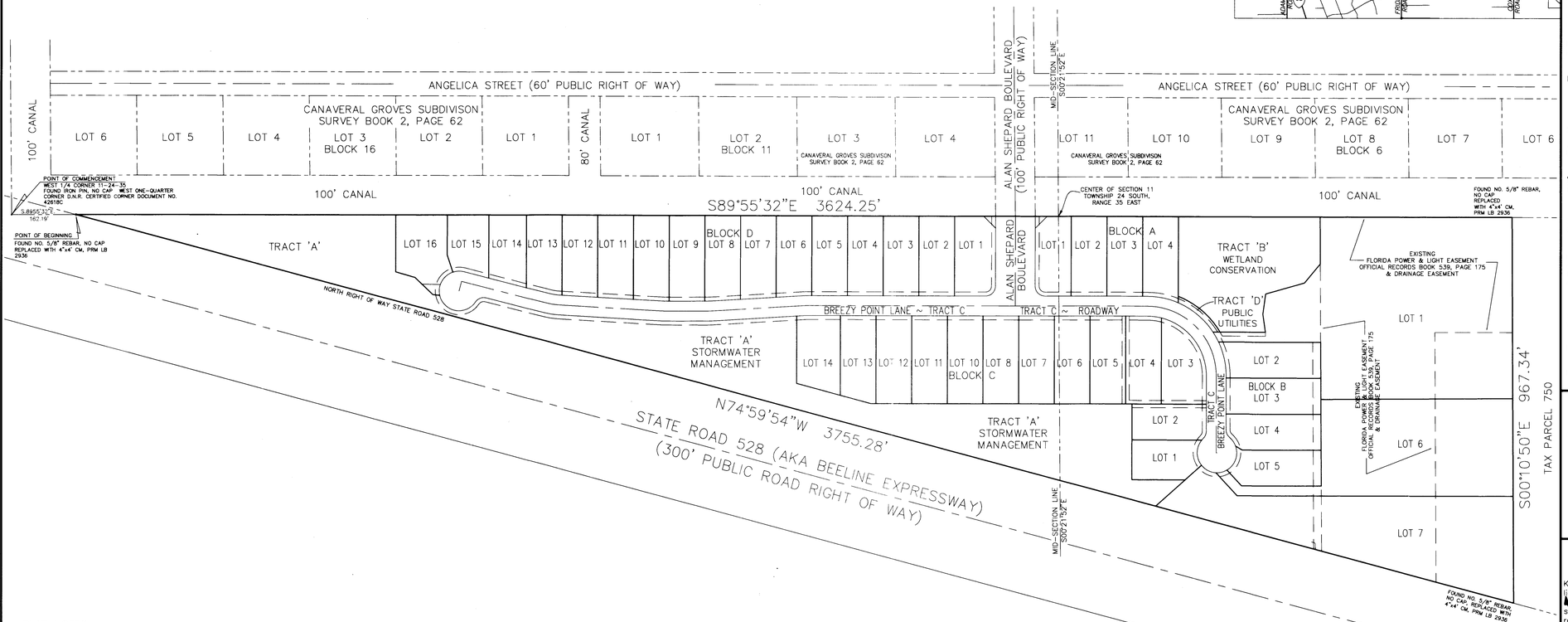
SUMMER BREEZE PLANTATION

A SUBDIVISION IN SECTION 11, TOWNSHIP 24 SOUTH, RANGE 36 EAST,
CITY OF COCOA, BREVARD COUNTY, FLORIDA

COMMENCING AT AN IRON PIN, BEING THE WEST QUARTER CORNER OF SECTION 11, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, STATE OF FLORIDA; THENCE S 89°55'32" E, ALONG THE CENTERLINE OF SAID SECTION 11, A DISTANCE OF 162.19 FEET TO A REBAR WITH CAP RLS 4319, BEING THE POINT OF INTERSECTION OF SAID CENTERLINE AND THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 528, BEELINE EXPRESSWAY, AND THE POINT-OF-BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE S 89°55'32" E, ALONG SAID CENTERLINE, A DISTANCE OF 3624.25 FEET TO A REBAR WITH CAP PACKARD; THENCE S 00°10'50" E, A DISTANCE OF 967.34 FEET TO A REBAR WITH CAP PACKARD, BEING THE POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF THE AFORESAID STATE ROAD 528; THENCE N 74°59'54" W, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 3755.28 FEET TO THE POINT-OF-BEGINNING. CONTAINING 40.24 ACRES, MORE OR LESS, AND BEING SUBJECT TO ALL LEGAL RIGHTS-OF-WAY OF RECORD.

150 75 0 150
SCALE FEET
SCALE: 1" = 150'





PLAT NOTES:

1. A 10 FOOT WIDE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED WITHIN ALL LOTS AND TRACTS ADJACENT AND CONTIGUOUS TO THE RIGHTS OF WAY LINE OF BREEZY POINT LANE AND ALAN SHEPARD BOULEVARD

2. PRIVATE DRAINAGE EASEMENTS ARE HEREBY DEDICATED ALONG THE SIDE AND REAR OF CERTAIN LOTS AS SHOWN.

3. PUBLIC UTILITY EASEMENTS INCLUDE BUT ARE NOT LIMITED TO POTABLE WATER AND RECLAIMED WATER, FLORIDA POWER AND LIGHT, AT&T, CITY GAS AND TV CABLE SERVICES.

4. TRACT 'A' IS FOR STORM WATER RETENTION AND IS TO BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.

5. TRACT 'B' IS A CONSERVATION TRACT RECORDED IN OFFICIAL RECORDS BOOK 6571, PAGE 2671 OF THE PUBLIC RECORDS OF BREVARD COUNTY. THIS TRACT IS FOR WETLAND CONSERVATION. TRACT 'B' IS TO BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.

6. TRACT 'C' (ALAN SHEPARD BOULEVARD AND BREEZY POINT LANE) ARE PRIVATE RIGHT OF WAY TO BE USED FOR INGRESS, EGRESS, UTILITY EASEMENT FOR POTABLE WATER AND RECLAIMED WATER, PUBLIC UTILITY AND PRIVATE DRAINAGE. TRACT 'C' IS TO BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.

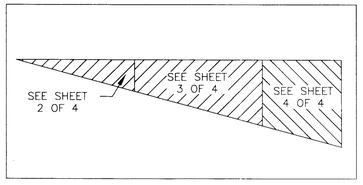
7. TRACT 'D' IS FOR PUBLIC UTILITIES AND IS TO BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.

8. UPON THE RECORDATION OF THIS PLAT, TRACT 'B', AND A PORTION OF LOT 1, BLOCK B, ARE SUBJECT TO A CONSERVATION EASEMENT IN FAVOR OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PURSUANT TO SECTION 704.06, FLORIDA STATUES.

9. ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR INSTALLATION AND/OR MAINTENANCE OF TELEPHONE, ELECTRIC, GAS SERVICES, AND CABLE TELEVISION SERVICES PROVIDED, CITY OF COCOA UTILITIES FOR POTABLE WATER AND RECLAIMED WATER, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND/OR OPERATION OF CABLE TELEVISION SERVICES WILL INTERFERE WITH THE FACILITIES AND SERVICES OF THE ELECTRICAL, TELEPHONE, GAS OR OTHER PUBLIC UTILITIES. IN THE EVENT THAT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES PURSUANT TO CH. 177.094(20) F.S.

10. BEARINGS REFERENCED THE NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 528, BEING S.74°59'54"E.

11. FOR JOINDERS IN DEDICATION SEE OFFICIAL RECORDS BOOK _____, PAGES _____, AS RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.



SHEET KEY MAP
N.T.S.

ABBREVIATIONS:

C/L	CENTERLINE
CM	CONCRETE MONUMENT
PCP	PERMINATE CONTROL POINT PERMINATE
PRM	REFERENCE MONUMENTS
PLS	PROSSESSIONAL LAND SURVEYOR
LS	LAND SURVEYOR
LB	LICENSED BUSINESS AND NUMBER
P.B.	PLAT BOOK
PGS.	PAGES
(M)	MEASURED
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SB	SETBACK
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CB	CHORD BEARING
CH	CHORD DISTANCE
O.R.B.	OFFICAL RECORD BOOK
N.R.	NON-RADIAL
RAD	RADIAL
PUE	PUBLIC UTILITY EASEMENT

LEGEND

C/L CENTERLINE

□ INDICATES 4"x4" CONCRETE MONUMENT, A PERMANENT REFERENCE MONUMENT WITH METAL DISK STAMPED: PRM / LB 2936

◎ INDICATES PERMANENT CONTROL POINT NAIL & METAL DISK STAMPED: PCP / LB 2936

NOTES:

1. SEE SHEETS 2, 3 AND 4 FOR CONTINUATION OF LOTS.

TRACT TABLE

TRACT	AREA	USE OF TRACT	OWNER / MAINTENANCE
TRACT A	7.26 ACRES	STORMWATER MANAGEMENT	SUMMER BREEZE HOMEOWNER ASSOCIATION
TRACT B	1.86 ACRES	WETLAND CONSERVATION	SUMMER BREEZE HOMEOWNER ASSOCIATION
TRACT C	3.27 ACRES	ROADWAY	SUMMER BREEZE HOMEOWNER ASSOCIATION
TRACT D	0.04 ACRES	PUBLIC UTILITIES	SUMMER BREEZE HOMEOWNER ASSOCIATION

THERE ARE ADDITIONAL SURVEYORS NOTES AND MORE FULLY DIMENSIONED DATA SHOWN ON SHEETS 2, 3 AND 4.

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF BREVARD COUNTY.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT.

CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS • SURVEYORS • PLANNERS
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PHONE: (321)241-6909 FAX: (321)241-6910
Certificate Of Authorization: LB2936
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PLAT BOOK 60 PAGE 64

SHEET 1 OF 4

SECTION 11 TWP. 24 S., RANGE 35 E.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That Hamid Hafizi, being the owner in fee simple of the lands described in this Plat of

SUMMER BREEZE PLANTATION

hereby dedicates said lands and plat for the uses and purposes herein expressed and hereby dedicates to the City of Cocoa for the perpetual use of the public an easement over and across the private roads and private street shown on this plat for ingress and egress for emergency and law enforcement vehicles and hereby dedicates to private/public utility companies for their perpetual use an easement over and across said roads and streets for the maintenance of utilities as described in the plat notes. Except as otherwise shown on this plat, no other easements are dedicated or granted to the public, it being the intention of the undersigned that all streets, roads, and other easements and common areas are privately owned and maintained and that the public and the City of Cocoa have no rights and interest therein.

IN WITNESS WHEREOF, has caused these presents to be signed by the individual named below.

By _____

Hamid Hafizi
779 E. Merritt Island Causeway,
Merritt Island, FL 32953

Signed and sealed in the presence of:

Marshall Wallace — PRINT — SIGNATURE

Becky Newman — PRINT — SIGNATURE

STATE OF FLORIDA
COUNTY OF BREVARD

THIS IS TO CERTIFY, That on SEPTEMBER 30, 2014 before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared Hamid Hafizi, to me known to be the individual who executed the foregoing Dedication and severally acknowledged the execution thereof to be their free act and deed.

IN WITNESS WHEREOF, I have hereto set my hand and seal on the above date.

NOTARY PUBLIC _____

My Commission Expires 01/03/2018

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, that on SEPTEMBER 23, 2014 the city council of the City of Cocoa, Florida approved the foregoing plat.

Henry U. Parrish III, Mayor

Joan Clark, City Clerk

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered surveyor, does hereby certify that on AUGUST 2014, he completed the boundary survey of the lands as shown in the foregoing plat; that said plat was made under may responsible direction and supervision and is a correct representation of the lands therein described and platted; that permanent reference monuments have been placed as shown thereon and that the plat complies with all survey requirements of Chapter 177, Part 1 & 470 Florida Statutes; and that said land is located in Brevard County, Florida.

9/8/14

BRIAN K. HEFNER
700 North Wickham Road, Suite 107
Melbourne, Florida, 32935
Phone (321) 241-6909

Registration No. PLS 6370
Certificate of Authorization
#LB2936

CERTIFICATE OF REVIEWING SURVEYOR FOR THE CITY OF COCOA

I HEREBY CERTIFY, That I have reviewed the foregoing plat and find that it is in conformity with Chapter 177, Part 1, Florida Statutes.

10/3/14

Robert M. Packard, PSM
Registration No. 3867, State of Florida

CERTIFICATE OF CLERK

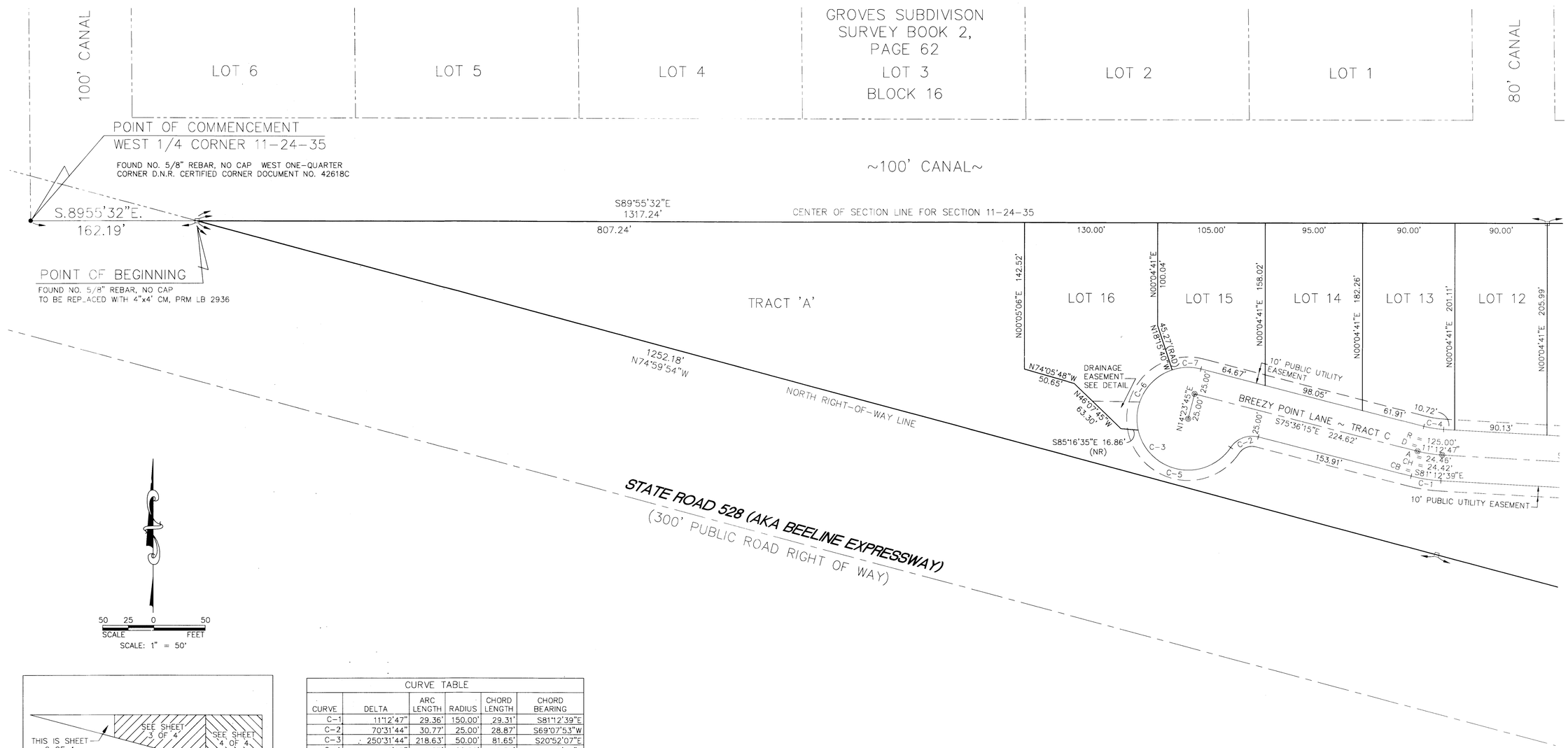
I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Part 1, Florida Statutes, and was filed for record on 10/14/2014 at 11:35 a.m.
File No. 2014233584

Scott Ellis by Eva Walls D.C.
Clerk of the Circuit Court
In and For Brevard County, FL

SUMMER BREEZE PLANTATION

A SUBDIVISION IN SECTION 11, TOWNSHIP 24 SOUTH, RANGE 36 EAST,
CITY OF COCOA, BREVARD COUNTY, FLORIDA

PLAT BOOK 60 PAGE 65
SHEET 2 OF 4
SECTION 11 TWP. 24 S., RANGE 35 E.



SCALE: 1" = 50'

SHEET KEY MAP
N.T.S.

CURVE TABLE					
CURVE	DELTA	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING
C-1	11°12'47"	29.36'	150.00'	29.31'	S81°12'39"E
C-2	70°31'44"	30.77'	25.00'	28.87'	S69°07'53"W
C-3	250°31'44"	218.63'	50.00'	81.65'	S20°52'07"E
C-4	11°12'47"	19.57'	100.00'	19.54'	S81°12'39"E
C-5	133°28'12"	116.47'	50.00'	91.87'	S79°23'53"E
C-6	84°24'07"	73.65'	50.00'	67.17'	S29°32'16"W
C-7	32°39'24"	28.50'	50.00'	28.11'	S88°04'02"W
C-8	31°42'36"	27.67'	50.00'	27.32'	S03°11'31"W

LEGEND

C/L CENTERLINE

□ INDICATES 4"x4" CONCRETE MONUMENT, A PERMANENT REFERENCE MONUMENT WITH METAL DISK STAMPED: PRM / LB 2936

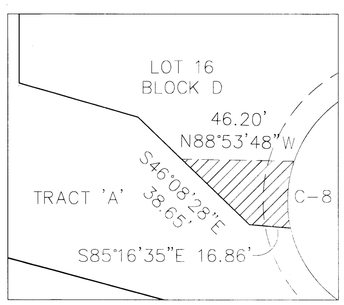
◎ INDICATES PERMANENT CONTROL POINT NAIL & METAL DISK STAMPED: PCP / LB 2936

NOTES:

1. SEE SHEET 1 OF 4 FOR ADDITIONAL BOUNDARY INFORMATION, LEGAL DESCRIPTION AND ADDITIONAL NOTES.
2. SEE SHEETS 3 AND 4 FOR CONTINUATION OF LOTS.
3. SEE SHEET 1 OF 4 FOR TRACT TABLE.

ABBREVIATIONS:

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LB	LICENSED BUSINESS AND NUMBER
P.B.	PLAT BOOK
PGS.	PAGES
M	MEASURED
D	DEED
SB	SETBACK
R W	RIGHT OF WAY
D	CENTRAL ANGLE
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N.R.	NON-RADIAL
RAD	RADIAL
PUE	PUBLIC UTILITY EASEMENT



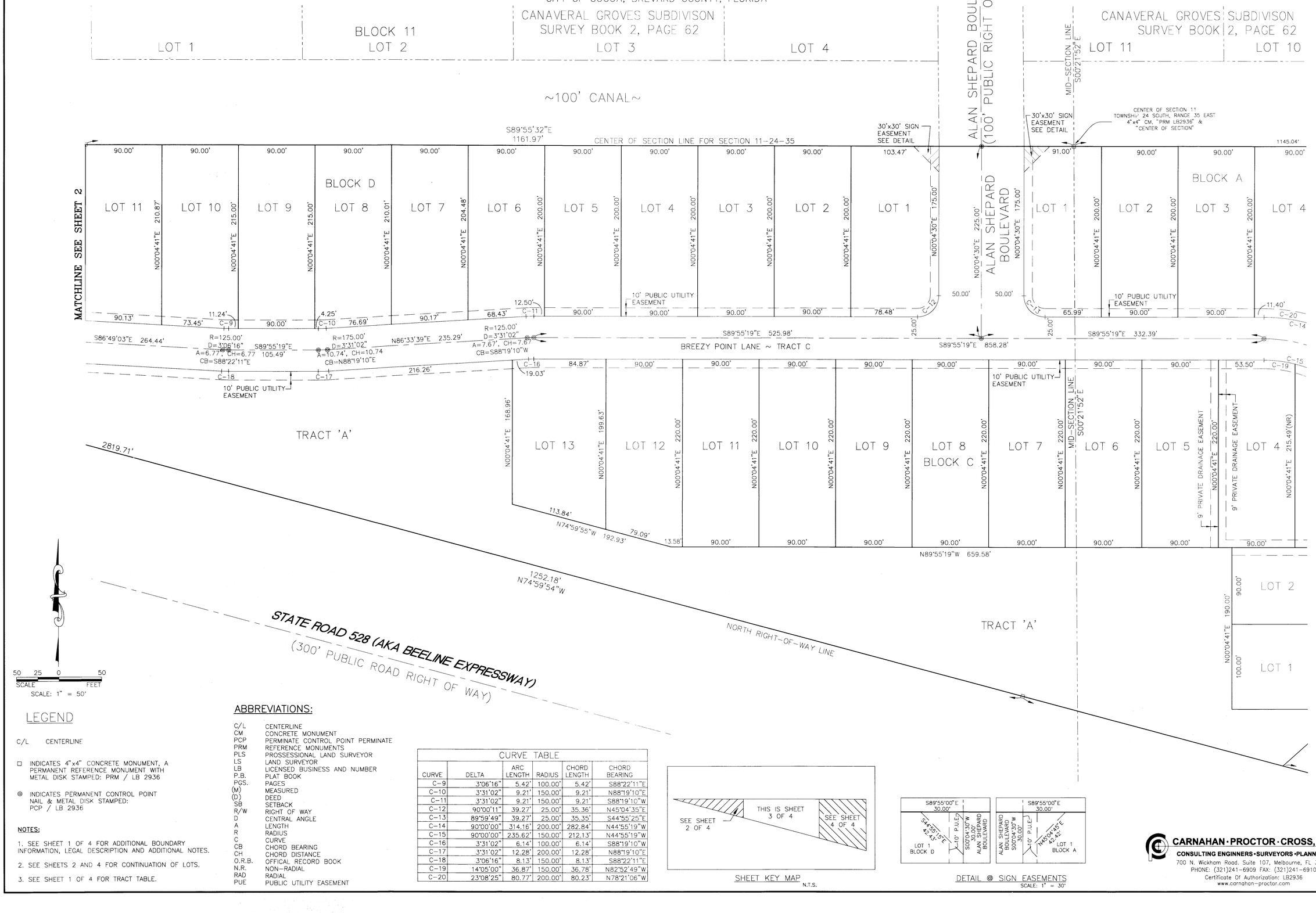
DETAIL AT DRAINAGE EASEMENT
SCALE: 1"=30'

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SUMMER BREEZE PLANTATION

A SUBDIVISION IN SECTION 11, TOWNSHIP 24 SOUTH, RANGE 36 EAST,
CITY OF COCOA, BREVARD COUNTY, FLORIDA

PLAT BOOK 60 PAGE 66
SHEET 3 OF 4
SECTION 11 TWP. 24 S., RANGE 35 E.



50 25 0 50
SCALE FEET
SCALE: 1" = 50'

LEGEND

C/L CENTERLINE

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CH	CHORD DISTANCE
O.R.B.	OFFICAL RECORD BOOK
N.R.	NON-RADIAL
RAD	RADIAL
PUE	PUBLIC UTILITY EASEMENT

CURVE TABLE

CURVE	DELTA	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING
C-9	3°06'16"	5.42'	100.00'	5.42'	S88°22'11"E
C-10	3°31'02"	9.21'	150.00'	9.21'	N88°19'10"E
C-11	3°31'02"	9.21'	150.00'	9.21'	S88°19'10"W
C-12	90°00'11"	39.27'	25.00'	35.36'	N45°04'35"E
C-13	89°59'49"	39.27'	25.00'	35.35'	S44°55'25"E
C-14	90°00'00"	314.16'	200.00'	282.84'	N44°55'19"W
C-15	90°00'00"	235.62'	150.00'	212.13'	N44°55'19"W
C-16	3°31'02"	6.14'	100.00'	6.14'	S88°19'10"W
C-17	3°31'02"	12.28'	200.00'	12.28'	N88°19'10"E
C-18	3°06'16"	8.13'	150.00'	8.13'	S88°22'11"E
C-19	14°05'00"	36.87'	150.00'	36.78'	N82°52'49"W
C-20	23°08'25"	80.77'	200.00'	80.23'	N78°21'06"W

SHEET KEY MAP N.T.S.

DETAIL @ SIGN EASEMENTS
SCALE: 1" = 30'

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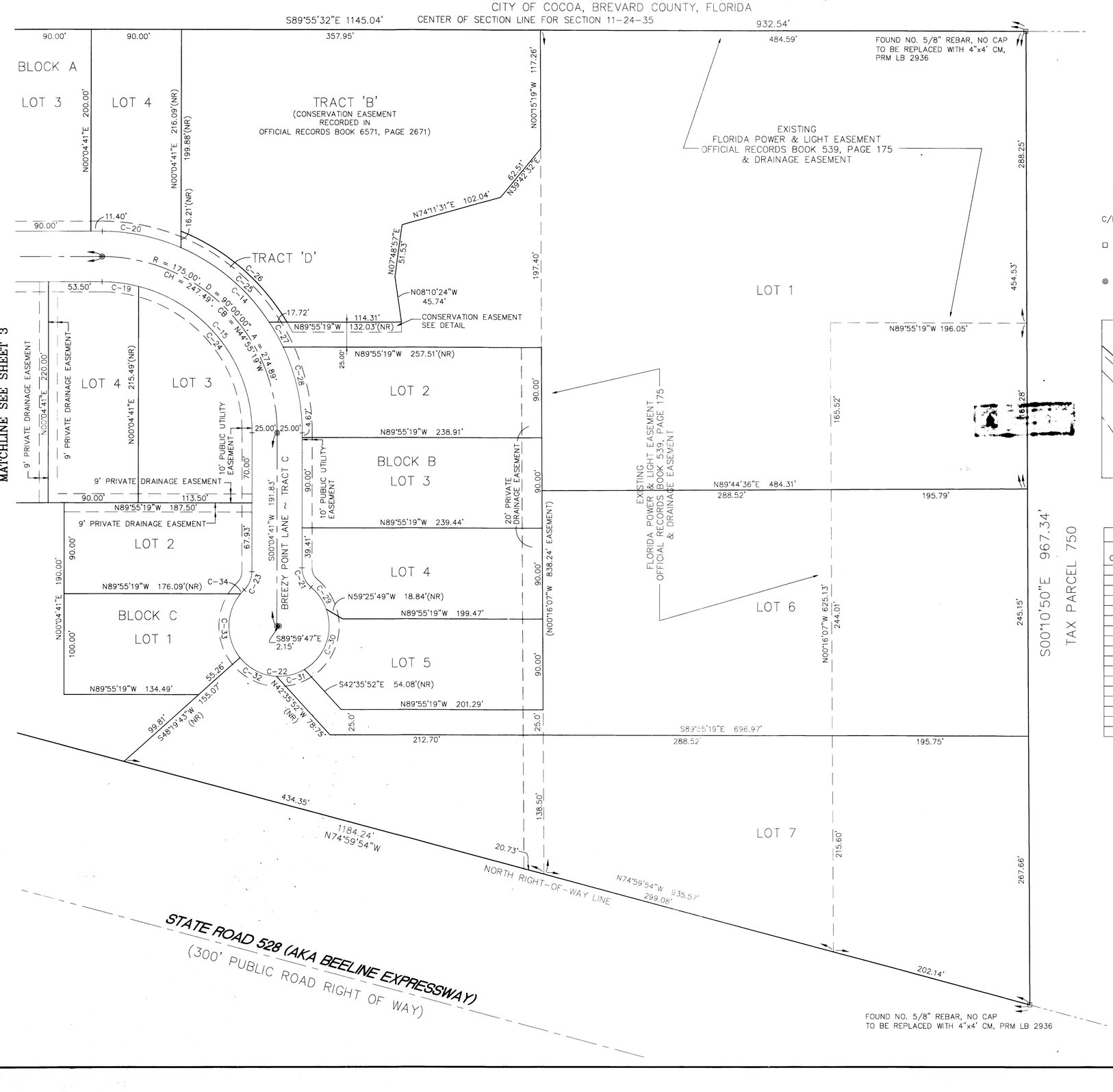
SUMMER BREEZE PLANTATION

A SUBDIVISION IN SECTION 11, TOWNSHIP 24 SOUTH, RANGE 36 EAST,
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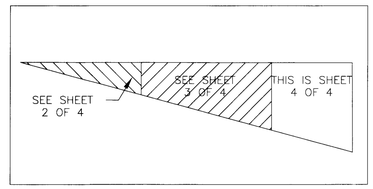
PLAT BOOK 60 **PAGE** 67

SHEET 4 OF 4

SECTION 11 TWP. 24 S., RANGE 35 E.



50 25 0 50
SCALE FEET
SCALE: 1" = 50'



SHEET KEY MAP
N.T.S.

LEGEND

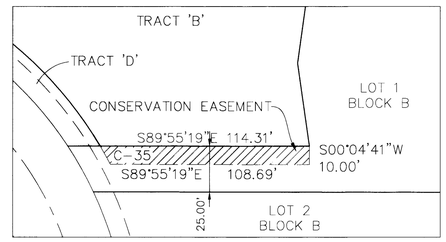
C/L CENTERLINE

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NOTES:

1. SEE SHEET 1 OF 4 FOR ADDITIONAL BOUNDARY INFORMATION, LEGAL DESCRIPTION AND ADDITIONAL NOTES.
2. SEE SHEETS 2 AND 3 FOR CONTINUATION OF LOTS.
3. SEE SHEET 1 OF 4 FOR TRACT TABLE.



DETAIL AT CONSERVATION EASEMENT
SCALE: 1"=40'

CURVE TABLE					
CURVE	DELTA	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING
C-19	14°05'00"	36.87'	150.00'	36.78'	N82°52'49"W
C-20	23°08'25"	80.77'	200.00'	80.23'	N78°21'06"W
C-21	50°21'09"	21.97'	25.00'	21.27'	S25°05'53"E
C-22	276°18'13"	241.12'	50.00'	66.72'	N87°52'39"E
C-23	45°57'05"	20.05'	25.00'	19.52'	N23°03'13"E
C-24	75°55'00"	198.75'	150.00'	184.53'	N37°52'49"W
C-25	33°22'43"	116.51'	200.00'	114.87'	N50°05'32"W
C-26	37°40'56"	141.40'	215.00'	138.87'	N49°38'18"W
C-27	8°13'31"	28.71'	200.00'	28.69'	N29°17'25"W
C-28	25°15'21"	88.16'	200.00'	87.45'	N12°32'59"W
C-29	30°48'48"	26.89'	50.00'	26.57'	N34°52'04"W
C-30	79°01'20"	68.96'	50.00'	63.62'	N20°03'00"E
C-31	33°19'05"	29.08'	50.00'	28.67'	N76°13'13"E
C-32	48°20'07"	42.18'	50.00'	40.94'	S62°57'11"E
C-33	78°24'15"	68.42'	50.00'	63.21'	S00°25'00"W
C-34	6°24'38"	5.59'	50.00'	5.59'	S42°49'26"W
C-35	3°03'27"	11.47'	215.00'	11.47'	N29°16'07"W

ABBREVIATIONS:

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WESTCOR LAND TITLE INSURANCE COMPANY
PLAT CERTIFICATION LETTER

431
Liberty Title Company
720 West Ave.
Cocoa, FL 32927

ATTENTION: **Cheryl Cole**

FILE NO. **Summer Breeze**

Pursuant to Chapter 177, FLORIDA STATUTES, PLEASE BE ADVISED we have searched the Public Records of **Brevard County**, **Florida** as to the legal description attached as Exhibit "A" from **April 28, 1987,** through **March 10, 2021,** and certify that the owner of record is **Hamid Hafizi,** by virtue of that Warranty Deed recorded in Official Records Book 4435, Page 2379, Public Records of Brevard County, Florida. Additionally, liens and/or encumbrances of record against the property are as follows:

1. Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 8326, Page 2201.

2. Right-of-Way Agreements to Florida Power and Light Company recorded in Official Records Book 539, Page 170, and Official Records Book 539, Page 175. (Lots 1, 6 and 7)

3. All matters as shown on plat of Summer Breeze Plantation according to the plat thereof as recorded in Plat Book 60, Page 64. (NOTE: There is a Conservation Easement recorded in Official Records Book 6571, Page 2671, which does not encompass any part of Lot 1, B. However, there is a 10 foot wide portion of Lot 1, Block B, shown on said plat which abuts the recorded easement, and Lot 1 is subject to the Conservation shown on the plat.)

4. Riparian rights and littoral rights, if any, incident to the land. (Lot 1)

NOTE: All recording references in this form shall refer to the public records of Brevard County, Florida, unless otherwise noted.

The Ad Valorem Real Estate Taxes for the year **2020** are paid under the following Tax Numbers: 2462117, 2462118, 2462119, 2462120, 2462121, 2462122, and 2462123.

Westcor has provided this search to the customer for its use only and disclaims liability to any other party who may choose to rely upon same. This search is not a title insurance policy. If the customer intends to obtain title insurance, then a request for title insurance should be made in lieu of this search.

This report is not title insurance. Pursuant to Section 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

The maximum liability for a certification by an abstractor or title company pursuant to this sub-section shall be the amount paid for the certification.

IN WITNESS WHEREOF, has caused this certificate to be signed by an authorized signatory this 25th day of March 2021.

Westcor Land Title Insurance Company

Telephone #**(866) 200-3366**

Dated: **March 25, 2021**

Exhibit A

LOTS 1-7, BLOCK B, SUMMER BREEZE PLANTATION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 60, PAGES 64-67, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 1, BLOCK B, OF SAID SUMMER BREEZE PLANTATION, THENCE SOUTH 00 DEGREES 10'50" EAST, ALONG THE EAST LINE OF SAID SUMMER BREEZE PLANTATION, A DISTANCE OF 967.34 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 528; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE NORTH 74 DEGREES 59'54" WEST, A DISTANCE OF 934.62 FEET; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE NORTH 48 DEGREES 19'43" EAST, ALONG THE WEST LINE OF SAID LOT 7, A DISTANCE OF 155.22 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 191 DEGREES 29'20", AND A RADIAL BEARING OF NORTH 51 DEGREES 12'52" EAST, THENCE NORTHEASTERLY ALONG THE RIGHT OF WAY LINE OF BREEZY POINT LANE AND THE ARC OF SAID CURVE A DISTANCE OF 167.11 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 50 DEGREES 21'09"; THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE A DISTANCE OF 21.97 FEET TO THE POINT OF TANGENCY; THENCE CONTINUING ALONG SAID RIGHT OF WAY NORTH 00 DEGREES 04'41" EAST, A DISTANCE OF 134.08 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 33 DEGREES 30'02"; THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY AND THE ARC OF SAID CURVE A DISTANCE OF 116.94 FEET TO A POINT; THENCE ALONG THE NORTHWESTERLY LINES OF SAID LOT 1 THE FOLLOWING 7 CALLS; THENCE SOUTH 89 DEGREES 55'19" EAST, A DISTANCE OF 132.07 FEET; THENCE NORTH 08 DEGREES 10'24" WEST, A DISTANCE OF 45.74 FEET; THENCE NORTH 07 DEGREES 48'57" EAST, A DISTANCE OF 51.53 FEET; THENCE NORTH 74 DEGREES 11'31" EAST, A DISTANCE OF 102.04 FEET; THENCE NORTH 39 DEGREES 42'32" EAST, A DISTANCE 62.51 FEET; THENCE NORTH 00 DEGREES 15'19" WEST, A DISTANCE OF 117.26 FEET; THENCE SOUTH 89 DEGREES 55'32" EAST, A DISTANCE OF 484.59 FEET TO THE POINT OF BEGINNING.

Legislation Details (With Text)

File #:	21-280	**Version:**	1	**Name:**	March, 2021 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	4/1/2021			**In control:**	City Council
On agenda:	4/27/2021			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2020 to 3/31/2021.(Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthy Report to City Council 10.01.20 thru 3.31.21.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	April 1 , 2021
Agenda Date:	April 27, 2021
Prepared By:	Christine Savage, Junior Buyer & Contract Specialist
Through:	Heath Hancher, Purchasing Manager

Requested Action:
Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2020 to 3/31/2021.

BACKGROUND:

The following reports for the period October 01, 2020 through March 31, 2021 provide a summary of all the purchases $35,000 and over up to $50,000.

1. Purchases approved by the City Manager or designee.

2. Purchases approved by the CRA Board.

3. Purchases approved by the City Council.

These reports are date/time driven and any differences between the summary and detailed information is a timing issue.

RECOMMENDED MOTION:

None. Information only.



Purchase Order Approvals 10-01-20 thru 3-31-21

$35,000 to $50,000 Recap Sheet

Total Purchase Orders Issued = 28

City Manager = 15

City of Cocoa CRA Board = 0

City Council = 13

Purchase Order Approvals 10-01-20 thru 3-31-21
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
77192	10/23/2020	Insource Software Solutions	$ 35,177.43	10/23/2020	Stockton Whitten
77194	10/23/2020	MCCI, LLC	$ 36,775.15	10/23/2020	Stockton Whitten
77214	10/23/2020	Brev Cty Emergency Management	$ 41,830.00	10/23/2020	Stockton Whitten
77274	11/4/2020	G4S Secure Solutions	$ 49,100.00	11/3/2020	Stockton Whitten
77275	11/4/2020	Axon Enterprises	$ 49,902.00	11/3/2020	Stockton Whitten
77288	11/4/2020	Frank-Lin Services of Brevard	$ 45,000.00	11/3/2020	Stockton Whitten
77301	11/4/2020	Garganese,Weiss,D'Agresta	$ 35,000.00	11/3/2020	Stockton Whitten
77311	11/4/2020	Glover Oil Company	$ 35,250.00	11/3/2020	Stockton Whitten
77258	11/3/2020	United Self Insured Services	$ 50,000.00	11/3/2020	Stockton Whitten
77494	12/7/2020	Kirwin Norris PA	$ 50,000.00	12/1/2020	Stockton Whitten
77600	1/6/2021	Underwater Solutions Inc	$ 45,150.00	12/29/2020	Stockton Whitten
77601	1/6/2021	DMD Consultants Inc	$ 49,966.00	12/29/2020	Stockton Whitten
77602	1/6/2021	Infrastructure Solution Services	$ 39,918.00	12/29/2020	Stockton Whitten
77653	1/20/2021	Online Soutions LLC	$ 48,600.00	1/20/2021	Stockton Whitten
77722	2/4/2021	Ovivo USA, LLC	$ 44,950.00	2/3/2021	Stockton Whitten

15 Purchase Order Approved by City Manager

Prepared by Purchasing 4/1/2021

Purchase Order Approvals 10-01-20 thru 3-31-21
$35,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom

Purchase Order Approvals 10-01-20 thru 3-31-21
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
77013	10/6/2020	Tanner Industries	$ 49,000.00	9/23/2020	City Council
77020	10/6/2020	Fort Bend Services	$ 42,000.00	9/23/2020	City Council
77089	10/13/2020	Florida Power & Light	$ 45,000.00	9/23/2020	City Council
77115	10/13/2020	Verizon Wireless	$ 40,765.00	9/23/2020	City Council
77116	10/13/2020	Verizon Wireless	$ 36,821.00	7/24/2012	City Council
77136	10/15/2020	Florida Power & Light	$ 48,000.00	9/23/2020	City Council
77143	10/15/2020	Florida Power & Light	$ 46,000.00	9/23/2020	City Council
77251	11/3/2020	Lisa Cullen Tax Collector	$ 36,960.00	4/24/2018	City Council
77438	11/23/2020	Bright House Networks	$ 49,000.00	10/27/2020	City Council
77492	12/7/2020	Infrastructure Solution Services	$ 48,993.00	1/23/2019	City Council
77493	12/7/2020	Infrastructure Solution Services	$ 49,748.00	1/23/2019	City Council
77652	1/20/2021	Trane (Maitland)	$ 41,796.00	12/4/2020	City Council
77654	1/20/2021	FL Dept of Corrections	$ 43,122.75	10/27/2020	City Council

13 **Purchase Order Approved by City Council**

Legislation Details (With Text)

File #:	21-295	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	4/8/2021			**In control:**	City Council
On agenda:	4/27/2021			**Final action:**	
Title:	In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	CM-Change Orders 3-31-21.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 8, 2021
Agenda Date: April 27, 2021
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of March 31, 2021. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

The second line of each project in the third column under "Construction contract not to exceed $" references the contingency amount that the City Council or City Manager, if within his purchasing authority, has approved. The last line of each project provides the remaining balance as of the report date.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only.

FY2021 Change Orders - CM authorized to execute

applied to contingency | as of: 3/31/2021

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY20 Cum.	FY21 Cum.	FY2021 Expenditures	FY2020 Expenditures
WS19FR	Dyal Groundwater #2 IMS Cap and Media Replacement										
Op. Rev.		281,615.00	3/9/2021	2021-014							
Project Manager: Kevin Joseph		25,602.00	contingency and other costs authorized								
account #	424-4020-536.63-00	256,013.00	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	Elenis Contracting			FY2021	42566	256,013.00					
	PO#77877										
		25,602									
WS21FM											
Op. Rev.		233,852.96	2/23/2021	2021-009							
Project Manager: Donnie Howard		26,315.00	contingency and other costs authorized								
account #	421-4025-536.46-00	207,537.96	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	Atlantic Development			FY2021							
	PO#										
		26,315									
WS21FM											
Op. Rev.		256,410.00	12/8/2020	2020-250							
Project Manager:		23,310.00	contingency and other costs authorized								
account #	421-4055-536.63-00	233,100.00	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	Danus Utility			FY2021	42151	233,100.00	$ 233,100.00		$ 233,100.00		
	Contractor PO# 77555										
		23,310									
WS1404											
Op. Rev.		2,616,301.00	11/10/2020	2020-229							
Project Manager:		237,845.00	contingency and other costs authorized								
account #	426-4055-536.63-00	2,378,456.00	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	Integrated Fire and Security Solutions			FY2021	42305	2,378,456.00	$ 2,378,456.00		$ 2,378,456.00	$ 43,200.30	
	Contractor PO# 77691										
		237,845									

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY20 Cum.	FY21 Cum.	FY2021 Expenditures	FY2020 Expenditures
WS1001	Industrial Park Pump Station										
Op. Rev.		4,889,500.00	11/25/14, VIII.8	2014-138							
Project Manager Utilities		444,500.00	10% contingency authorized			63-00					
account #421-4055-536.63-00		4,445,000.00	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	Brandes Design-Build. PO #67318/69608/71924		FY15 PO Issue	FY 2015	26451	4,445,000.00	4,445,000.00				
	Bid No. B-15-01-COC		*CO #1 for electric actuated butterfly valves*	FY 2015	27931	41,985.41	4,486,985.41				
			CO#2 for necessary modifications to electrical design	FY 2015	28332	14,574.50	4,501,559.91				
	Quentin Hampton P.O. #67460/69493		*PO **65207** FY15 Year-End PO Liquidation*			(1,542,102.38)	2,959,457.53				
			*FY16 PO Issue PO# **67318***	FY2016	29192	**1,542,102.38**	4,501,559.91				
	Mead & Hunt (formerly QLH) PO #70943/71880		*TO 2015-67 P.O. **67455** TO CH2M for Scada Programing*		29315	21,434.07	4,522,993.98				
			*PO# **67460** to QLH for SDC*		29381	53,001.11	4,575,995.09				
	CH2M Hill PO #67455/		*CO # 1 PO **67460** Additional Services Industrial Park*		29593	23,033.00	4,599,028.09				
			*CO#1 PO **67318***		29647	**53,686.38**	4,652,714.47				
	RM Packard $ Assoc. Inc. 73686		*CO#2 install electronic indicators PO **67318***		30007	**8,917.65**	4,661,632.12				
			*CO#2 additional inspection services PO# **67460***		30758	18,000.00	4,679,632.12				
			PO 67318 FY16 Year-End PO Liquidation			(806,347.80)	3,873,284.32				
			PO 67460 FY16 Year-End PO Liquidation			(26,064.34)	3,847,219.98				
			PO 67455 FY16 Year-End PO Liquidation			(12,619.15)	3,834,600.83				
			PO#69493 Quentin Hampton (reissue PO#67460)	FY 2017	31910	26,064.34	3,860,665.17				
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	806,347.80	4,667,012.97				
			PO#69493 QLH liquidated balance; reissue to Mead and Hunt		33725	(11,284.39)	4,655,728.58				
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	11,284.39	4,667,012.97				
							4,667,012.97				
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	(420,315.30)	4,246,697.67				
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	(9,984.39)	4,236,713.28				
			PO#71924 Brandes Design-Build (reissue PO#69608)	FY2018	34892	420,315.30	4,657,028.58				
					34893	9,984.39	$ 4,667,012.97				
			PO#73686	FY2019		1,000.00					
		209.868	^contingency balance-->								
WS1222	BNR Process Improvements										
DER restricted + Op.Rev		3,356,475.06	08/13/13 VIII.7	2013-083							
account #421-4120-536.63-00 + 64-00		603,099.13	contingency authorized								
		2,753,375.93	constr' exp authorized before contingency								
				2018-083							
		86,000	7/28/15 VIII. 3. for **Maxwell Contracting**	2015-037							
421-4025-536.46-00		10,000	contingency authorized for emergency task order								
		76,000	Emergency Task Order authorized ($76k before task order contingency)			63-00 64-00	Cumulative	FY20 cum	FY21 cum		
	Brandes Design-Build. Inc. FY2013 PO# 62086										
	Bid No. B-13-11-COC										
	Brandes Design-Build. Inc. FY2014 PO# 62605			FY2013	22658	1,250,550.00 1,528,450.00	2,779,000.00				
	Brandes Design-Build, Inc. FY2015 PO# 64940		FY13 Year-End PO Liquidation			(1,200,550.00) (1,528,450.00)					
			FY14 PO Reissue	FY2014	23304	1,200,550.00 1,528,450.00	2,779,000.00				
	Brandes Design-Build. Inc. FY2016 PO# 67346		CO #1 Modification to drain lines in BNR tanks		24840	22,776.29	2,801,776.29				
	CDM Smith FY2016 PO# 67329 + 67528 + 67529		FY14 Year-End PO Liquidation			(728,344.56)	2,073,431.73				
	JoBear Contracting FY2016 PO# 68561		FY15 PO Reissue	FY2015	26276	728,344.56	2,801,776.29				
			CO #2 Exploratory excavation		26423	11,040.00	2,812,816.29				
					26917	10,200.00	2,823,016.29				
	Brandes FY2017 PO# 69615 / FY2018 PO#71959		CO #3 Cable Tray		27079	5,978.14	2,828,994.43				
			CO #4 to Remove Sludge		27209	10,000.00	2,838,994.43				
	CDM Smith FY17 PO# 69522/69955/69956; FY18 PO#71534		*FY15 Year End PO Liquidation*			(79,836.05)	2,759,158.38				
			FY16 PO Issue	FY2016	29212	79,836.05	2,838,994.43				
					29249	32,800.00	2,871,794.43				
			CO#1		29329	(5,000.00)	2,866,794.43				
			CO#2		29212	4,151.50	2,870,945.93				
			CO#3		29905	5,327.32	2,876,273.25				
			CO#4		30046	(5,327.32)	2,870,945.93				
			Jobear P.O. 68561		30751	100,378.50	2,971,324.43				
			FY16 Liquidated		30751	(83,785.50)	2,887,538.93				
	SISCO FY2016 PO# 68047		SISCO PO#68047 EVALUATE/REPAIR 4 ELECTRIC VALVE ACTUATORS		30111	5,085.16	2,892,624.09				
			FY16 Year End PO Liquidation			(34,482.06)	2,858,142.03				
			FY17PO#69615 Brandes	FY2017	31932	33,812.06	2,891,954.09				
			PO# 69522 CDM Smith		31954	670.00	2,892,624.09				
			PO# 69522 CDM Smith		32776	13,250.00	2,905,874.09				
						(33,812.06)	2,872,062.03				
						(13.25)	2,872,048.78				
			PO#71534: Reissue PO#69522 CDM Smith	FY2018	34520	13.25	2,872,062.03				
			CO#1 PO#69522 CDM Smith		34650	36,340.00	2,908,402.03				
			CO#2 CDM SMITH		34520	86,975.40					
			PO#71959: Reissue PO#69615 Brandes Design-Build		34988	33,812.06	$ 2,942,214.09				
			CO#1		36547	11,430.00	$ 2,953,644.09				
	Maxwell Contracting, Inc. FY2015 PO#066365		Task Order 2015-12 to Maxwell Contracting, Inc.		27986	76,000.00	$ 76,000.00				
	Emergency - compromise of existing expansion joint					this portion is complete; project is incomplete					
		341,480	^contingency balance--> for Brandes Design-Build								
		10,000	^contingency balance--> for Maxwell Contracting								

Legislation Details (With Text)

File #:	21-296	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	4/8/2021			**In control:**	City Council
On agenda:	4/27/2021			**Final action:**	
Title:	FY 2021 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	March FY 2021 EXPENSE Budget Tracking Worksheet.pdf March FY 2021 REVENUE Budget Tracking Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 8, 2021
Agenda Date: April 27, 2021
Prepared By: Anthony Hagan / Grants Administrator
Through: Rebecca Bowman, MBA, CGFO, CGFM Finance Director
Requested Action:
FY 2021 Budget Adjustment Report

BACKGROUND:

Pursuant to the Cocoa City Charter, Article XII, Section 5.b., the following report details the budget adjustments that were approved in Fiscal Year 2021 thru March 31, 2021.

STRATEGIC PLAN CONNECTION:

The information contained in this report provides to stakeholders increased transparency related to budget adjustments.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Information Item Only

FY 2021 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 3/31/2021

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1100 - CITY MANAGER'S OFFICE					
11/10/20	001-1100-512.24-00	6	COVID 19 PAYOUTS RES# 2020-235		558
	001-1100-512.22-00	27			
	001-1100-512.21-00	271			
	001-1100-512.12-12	3,532			
11/17/20	001-1100-512.31-00	20,000	R/O PO #76365 Nat Res RES# 2020-245		625
2 Budget Amendments/Transfers			Division 1100 Total	$23,836	
1103 - INFORMATION TECHNOLOGY					
11/10/20	001-1103-516.24-00	7	COVID 19 PAYOUTS RES# 2020-235		558
	001-1103-516.22-00	170			
	001-1103-516.21-00	297			
	001-1103-516.12-12	3,878			
11/17/20	001-1103-516.63-00	45,897	R/O PO #76452 Danella Con RES# 2020-245		625
	001-1103-516.63-00	13,795	R/O PO#76802 Danella Con RES# 2020-245		625
01/26/21	001-1103-516.40-00	(759)	ADD FNDS CODE ENF MODULE		1543
	001-1103-516.34-00	759			
4 Budget Amendments/Transfers			Division 1103 Total	$64,044	
1500 - FINANCE GENERAL ACCOUNTNG					
11/10/20	001-1500-513.24-00	11	COVID 19 PAYOUTS RES# 2020-235		558
	001-1500-513.21-00	472			
	001-1500-513.12-12	6,161			
1 Budget Amendments/Transfers			Division 1500 Total	$6,644	
1505 - PURCHASING					
03/09/21	001-1505-513.40-00	(1,500)	VENDORLINK CONTRACT		2023
	001-1505-513.56-15	1,500			
1 Budget Amendments/Transfers			Division 1505 Total	$0	
1510 - FINANCE UTILITY ACCOUNTNG					
11/10/20	001-1510-536.24-00	7	COVID 19 PAYOUTS RES# 2020-235		558
	001-1510-536.22-00	16			
	001-1510-536.21-00	283			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/10/20	001-1510-536.12-12	3,688	COVID 19 PAYOUTS RES# 2020-235		558
12/08/20	001-1510-536.46-00	5,923	UTIL PAY KIOSK -CITY HALL RES# 2020-249		904
	001-1510-536.64-15	56,127			
2	Budget Amendments/Transfers		Division 1510 Total	$66,044	
1600 - GENERAL OPERATIONS					
10/14/20	001-1600-513.39-00	(91,628)	CORR CCRA LOAN C FY20 BUDG INCORR		127
10/27/20	001-1600-513.31-33	(54,153)	BENTEK BROKER CONSULT FEE		281
	001-1600-513.56-15	(35,006)			
	001-1600-513.31-00	89,159			
	001-1600-513.39-00	(16,600)	MOWING CONTRACTS SHORTAGE FOR FIRE STATIONS		301
11/05/20	001-1600-513.48-00	(900)	ASSIGN AD BUDG PROJ #S		405
	001-1600-513.48-00	900			
11/10/20	001-1600-513.39-00	(10,426)	COVER INCR PD PATROL CARS RES# 2020-238		544
	001-1600-513.39-00	(200,000)	COVID 19 PAYOUTS RES# 2020-235		558
	001-1600-513.39-00	(132,703)			
	001-1600-581.91-03	4,083			
11/16/20	001-1600-513.31-33	(197,955)	ASSIGN AD BUDG PROJ #S		405
	001-1600-513.52-33	(100,548)			
	001-1600-513.52-33	100,548			
	001-1600-513.31-33	197,955			
12/08/20	001-1600-513.31-00	12,000	CAFR CONVERSION SOFTWARE RES# 2020-249		904
01/12/21	001-1600-513.56-15	7,750	CLEARGOV GEN FUND PORTION RES# 2021-003		1279
	001-1600-513.42-00	999	IM SOL FY20 PO ROLL 76865 RES# 2021-003		1279
	001-1600-513.55-00	1,140			
	001-1600-513.31-00	31,725			
	001-1600-513.52-00	40,833			
	001-1600-513.31-00	96,000	INFO TECH RES PO 76923 RES# 2021-003		1279
	001-1600-513.31-00	11,000	THALES CONS FY20 PO 76869 RES# 2021-003		1279
01/26/21	001-1600-513.83-01	85,000	COCOA HS TRACK IMP DONATE RES# 21-005		1466
13	Budget Amendments/Transfers		Division 1600 Total	($160,827)	
1601 - EMERGENCY/DISASTER SVS					
01/12/21	001-1601-525.64-00	37,000	DECON UNITS COVID RESP RES# 2021-003		1279
1	Budget Amendments/Transfers		Division 1601 Total	$37,000	
1801 - HUMAN RESOURCES					
11/10/20	001-1801-513.24-00	8	COVID 19 PAYOUTS RES# 2020-235		558
	001-1801-513.22-00	314			
	001-1801-513.21-00	359			
	001-1801-513.12-12	4,689			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1	Budget Amendments/Transfers		Division 1801 Total	$5,370	
1805 - CITY CLERK					
11/10/20	001-1805-513.24-00	3	COVID 19 PAYOUTS RES# 2020-235		558
	001-1805-513.22-00	17			
	001-1805-513.21-00	123			
	001-1805-513.12-12	1,607			
1	Budget Amendments/Transfers		Division 1805 Total	$1,750	
2100 - POLICE ADMIN/OPERATIONS					
10/13/20	001-2100-521.46-03	3,870	INS PROCEEDS PD VEHICLE K-9 CAGE PORTION		125
	001-2100-521.52-14	16,617	JAG GRANT CAMERAS RES # 20-213		124
11/05/20	001-2100-521.64-00	(352,824)	ASSIGN AD BUDG PROJ #S		405
	001-2100-521.52-00	(147,890)			
	001-2100-521.44-00	(79,692)			
	001-2100-521.34-00	(51,308)			
	001-2100-521.49-21	(20,000)			
	001-2100-521.40-00	(14,508)			
	001-2100-521.55-00	(13,178)			
	001-2100-521.56-15	(12,014)			
	001-2100-521.46-00	(9,130)			
	001-2100-521.54-00	(6,310)			
	001-2100-521.41-00	(5,825)			
	001-2100-521.47-00	(5,625)			
	001-2100-521.46-03	(2,650)			
	001-2100-521.48-00	(500)			
	001-2100-521.42-00	(330)			
	001-2100-521.51-00	(250)			
	001-2100-521.56-15	26			
	001-2100-521.56-15	58			
	001-2100-521.54-00	80			
	001-2100-521.54-00	100			
	001-2100-521.47-00	120			
	001-2100-521.52-00	120			
	001-2100-521.55-00	120			
	001-2100-521.54-00	150			
	001-2100-521.51-00	250			
	001-2100-521.54-00	260			
	001-2100-521.54-00	265			
	001-2100-521.47-00	283			
	001-2100-521.42-00	330			
	001-2100-521.56-15	410			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/05/20	001-2100-521.55-00	495	ASSIGN AD BUDG PROJ #S	405
	001-2100-521.46-03	500		
	001-2100-521.48-00	500		
	001-2100-521.41-00	501		
	001-2100-521.52-00	633		
	001-2100-521.47-00	750		
	001-2100-521.47-00	875		
	001-2100-521.40-00	981		
	001-2100-521.46-03	1,000		
	001-2100-521.52-00	1,000		
	001-2100-521.41-00	1,004		
	001-2100-521.52-00	1,015		
	001-2100-521.55-00	1,020		
	001-2100-521.34-00	1,055		
	001-2100-521.46-03	1,150		
	001-2100-521.52-00	1,150		
	001-2100-521.47-00	1,283		
	001-2100-521.40-00	1,352		
	001-2100-521.52-00	1,431		
	001-2100-521.40-00	1,458		
	001-2100-521.52-00	1,473		
	001-2100-521.55-00	1,998		
	001-2100-521.52-00	2,174		
	001-2100-521.47-00	2,314		
	001-2100-521.40-00	2,325		
	001-2100-521.52-00	2,361		
	001-2100-521.40-00	2,500		
	001-2100-521.54-00	2,500		
	001-2100-521.54-00	2,955		
	001-2100-521.52-00	3,440		
	001-2100-521.41-00	4,320		
	001-2100-521.46-00	4,430		
	001-2100-521.55-00	4,515		
	001-2100-521.46-00	4,700		
	001-2100-521.52-00	4,751		
	001-2100-521.52-00	4,770		
	001-2100-521.55-00	5,030		
	001-2100-521.40-00	5,892		
	001-2100-521.52-00	5,952		
	001-2100-521.52-00	6,144		
	001-2100-521.52-00	7,392		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/05/20	001-2100-521.52-00	7,753	ASSIGN AD BUDG PROJ #S	405
	001-2100-521.44-00	7,800		
	001-2100-521.52-00	8,514		
	001-2100-521.52-00	9,114		
	001-2100-521.64-00	9,582		
	001-2100-521.52-00	10,744		
	001-2100-521.52-00	11,088		
	001-2100-521.56-15	11,520		
	001-2100-521.44-00	17,670		
	001-2100-521.49-21	20,000		
	001-2100-521.52-00	22,578		
	001-2100-521.64-00	24,742		
	001-2100-521.52-00	34,293		
	001-2100-521.34-00	50,253		
	001-2100-521.44-00	54,222		
	001-2100-521.64-00	318,500		
11/10/20	001-2100-521.52-00	(278)	COVER COSTS AFIS LIVESCAN RES# 2020-239	556
	001-2100-521.64-00	278		
	001-2100-521.64-00	10,426	COVER INCR PD PATROL CARS RES# 2020-238	544
	001-2100-521.22-00	33	COVID 19 PAYOUTS RES# 2020-235	558
	001-2100-521.24-00	1,109		
	001-2100-521.22-00	1,671		
	001-2100-521.21-00	2,565		
	001-2100-521.24-00	7,516		
	001-2100-521.13-00	8,584		
	001-2100-521.21-00	10,486		
	001-2100-521.22-01	21,265		
	001-2100-521.12-12	33,526		
	001-2100-521.12-00	121,153		
	001-2100-521.52-12	(16,980)	FY21 BPV GRANT 0410 RES# 2020-228	547
	001-2100-521.52-22	33,960		
	001-2100-521.23-00	(10,743)	RED FY21 VOCA GR AWARD RES# 2020-230	551
	001-2100-521.22-00	(7,257)		
	001-2100-521.21-00	(5,919)		
	001-2100-521.27-00	(4,800)		
	001-2100-521.12-00	(3,422)		
	001-2100-521.24-00	(132)		
	001-2100-521.64-00	(24,724)	TXFR VOCA MATCH TO PATROL RES# 2020-230	550
	001-2100-521.64-00	24,724		
11/16/20	001-2100-521.52-12	(16,980)	ASSIGN AD BUDG PROJ #S	405

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/16/20	001-2100-521.52-12	16,980	ASSIGN AD BUDG PROJ #S	405
12/22/20	001-2100-521.12-00	(1,345)	CORR NEG BAL PD ACCTS	1067
	001-2100-521.45-00	(150)		
	001-2100-521.49-00	150		
	001-2100-521.49-00	1,345		
01/12/21	001-2100-521.64-00	53,574	DANA SAFETY EQ PO 76923 RES# 2021-003	1279
01/26/21	001-2100-521.49-21	(5,000)	ADDTNL NARCA FIRST RESPON	1543
	001-2100-521.52-00	5,000		
	001-2100-521.49-00	(1,345)	CORR DEC CLEANUP	1543
	001-2100-521.49-02	1,345		
03/09/21	001-2100-521.52-00	(1,090)	CORR BUDGT AMNT	2023
	001-2100-521.52-00	390		
	001-2100-521.52-00	700		
15 Budget Amendments/Transfers			Division 2100 Total $277,102	
2101 - POLICE COMMUNICATIONS				
11/05/20	001-2101-521.40-00	(8,413)	ASSIGN AD BUDG PROJ #S	405
	001-2101-521.34-00	(5,874)		
	001-2101-521.55-00	(1,000)		
	001-2101-521.54-00	(175)		
	001-2101-521.52-00	(150)		
	001-2101-521.52-00	150		
	001-2101-521.54-00	175		
	001-2101-521.55-00	1,000		
	001-2101-521.34-00	5,874		
	001-2101-521.40-00	8,413		
11/10/20	001-2101-521.24-00	7	COVID 19 PAYOUTS RES# 2020-235	558
	001-2101-521.24-00	72		
	001-2101-521.21-00	276		
	001-2101-521.21-00	1,962		
	001-2101-521.22-00	2,562		
	001-2101-521.12-12	3,602		
	001-2101-521.12-00	24,729		
12/22/20	001-2101-521.45-00	(225)	CORR NEG BAL PD ACCTS	1067
	001-2101-521.49-00	225		
3 Budget Amendments/Transfers			Division 2101 Total $33,210	
2132 - CODE ENFORCEMENT				
11/10/20	001-2132-524.24-00	29	COVID 19 PAYOUTS RES# 2020-235	558
	001-2132-524.22-00	55		
	001-2132-524.21-00	84		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/10/20	001-2132-524.12-12	1,090	COVID 19 PAYOUTS RES# 2020-235		558
12/22/20	001-2132-524.51-00	(300)	CORR NEG BAL PD ACCTS		1067
	001-2132-524.45-00	(45)			
	001-2132-524.49-00	45			
	001-2132-524.52-00	300			
03/09/21	001-2132-524.12-00	(3,300)	FUEL FUND / PC MONITOR		2023
	001-2132-524.56-15	300			
	001-2132-524.52-30	3,000			
3 Budget Amendments/Transfers			Division 2132 Total	$1,258	
2200 - FIRE ADMINISTRATION					
10/27/20	001-2200-522.64-16	33,180	Firehouse Sub Grant Hydraulic Equipment		303
11/10/20	001-2200-522.24-00	150	COVID 19 PAYOUTS RES# 2020-235		558
	001-2200-522.21-00	221			
	001-2200-522.12-12	2,884			
01/26/21	001-2200-522.34-00	5,883	ADD FNDS / FIRE INSPECTOR		1543
03/09/21	001-2200-522.34-00	1,325	PDCS SERVICES / FIRE PLAN		2023
4 Budget Amendments/Transfers			Division 2200 Total	$43,643	
2201 - FIRE OPERATIONS					
11/10/20	001-2201-522.24-00	1,567	COVID 19 PAYOUTS RES# 2020-235		558
	001-2201-522.21-00	2,309			
	001-2201-522.12-12	30,178			
11/16/20	001-2201-522.64-00	(45,000)	ASSIGN AD BUDG PROJ #S		405
	001-2201-522.64-00	10,000			
	001-2201-522.64-00	35,000			
01/26/21	001-2201-522.55-00	(5,883)	ADD FNDS / FIRE INSPECTOR		1543
03/09/21	001-2201-522.55-00	(1,325)	PDCS SERVICES / FIRE PLAN		2023
4 Budget Amendments/Transfers			Division 2201 Total	$26,846	
3200 - ADMINISTRATION					
11/10/20	001-3200-515.24-00	11	COVID 19 PAYOUTS RES# 2020-235		558
	001-3200-515.22-00	209			
	001-3200-515.21-00	316			
	001-3200-515.12-12	4,119			
11/17/20	001-3200-515.31-00	17,425	R/O PO # 76297 S&ME RES# 2020-245		625
	001-3200-515.34-00	8,656	R/O PO #76172 Geosyntec RES# 2020-245		625
03/09/21	001-3200-515.34-00	(1,199)	CORR NEG BAL AD SVCS ACCT		2023
	001-3200-515.56-15	159			
	001-3200-515.52-00	339			
	001-3200-515.54-00	701			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
4	Budget Amendments/Transfers		Division 3200 Total	$30,736	
3205 - ECONOMIC DEVELOPMENT					
11/10/20	001-3205-559.24-00	2	COVID 19 PAYOUTS RES# 2020-235		558
	001-3205-559.21-00	89			
	001-3205-559.22-00	99			
	001-3205-559.12-12	1,154			
01/12/21	001-3205-554.83-10	54,741	CARES FUNDS #107-2020 RES# 2021-003		1279
2	Budget Amendments/Transfers		Division 3205 Total	$56,085	
3500 - ADMINISTRATION					
11/10/20	001-3500-519.24-00	1	COVID 19 PAYOUTS RES# 2020-235		558
	001-3500-519.21-00	22			
	001-3500-519.12-12	286			
01/26/21	001-3500-519.48-00	(100)	SOLID WASTE TRNG CLASS		1543
	001-3500-519.55-00	100			
2	Budget Amendments/Transfers		Division 3500 Total	$309	
3510 - STREET MANAGEMENT					
11/05/20	001-3510-541.64-00	(70,000)	ASSIGN AD BUDG PROJ #S		405
	001-3510-541.46-00	(30,000)			
	001-3510-541.46-00	30,000			
	001-3510-541.64-00	70,000			
11/10/20	001-3510-541.46-00	(16,293)	AURORA ST SIDEWALK PROJ RES# 2020-236		555
	001-3510-541.63-00	16,293			
	001-3510-541.63-00	50,000			
	001-3510-541.21-00	52	COVID 19 PAYOUTS RES# 2020-235		558
	001-3510-541.24-00	70			
	001-3510-541.12-12	679			
11/16/20	001-3510-541.63-00	(300,000)	ASSIGN AD BUDG PROJ #S		405
	001-3510-541.63-00	300,000			
11/17/20	001-3510-541.46-00	58,161	R/O PO #75367 Goodson Pav RES# 2020-245		625
	001-3510-541.46-00	2	R/O PO #75368 Goodson Pav RES# 2020-245		625
	001-3510-541.63-04	7,750	R/O PO #76438 Parkit Con RESO #2020-245		625
	001-3510-541.46-00	1	R/P PO #76124 Goodson Pav RES# 2020-245		625
8	Budget Amendments/Transfers		Division 3510 Total	$116,715	
3520 - PARKS & BEAUTIFICATION					
10/27/20	001-3520-572.34-09	16,600	MOWING CONTRACTS SHORTAGE FOR FIRE STATIONS		301
11/05/20	001-3520-572.64-00	(17,000)	ASSIGN AD BUDG PROJ #S		405
	001-3520-572.64-00	17,000			
11/10/20	001-3520-572.21-00	280	COVID 19 PAYOUTS RES# 2020-235		558

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/10/20	001-3520-572.24-00	372	COVID 19 PAYOUTS RES# 2020-235		558
	001-3520-572.12-12	3,655			
	001-3520-572.31-13	25,000	FIND - BOAT RAMP REHAB RES# 2020-678		561
	001-3520-572.31-14	30,000	FIND - LEE WENNER DREDGE RES# 2020-677		560
	001-3520-572.31-14	30,000	FIND GRANT DREDGING RES# 2020-233		534
	001-3520-572.31-13	25,000	FIND GRANT LWP RAMP RES# 2020-232		536
12/08/20	001-3520-572.64-00	(14,879)	CORR PROJ # FOR MOWERS		870
	001-3520-572.64-00	14,879			
8	Budget Amendments/Transfers		Division 3520 Total	$130,907	
3540 - PUBLIC WORKS- FLEET MAINT					
11/10/20	001-3540-519.24-00	73	COVID 19 PAYOUTS RES# 2020-235		558
	001-3540-519.21-00	199			
	001-3540-519.12-12	2,601			
11/16/20	001-3540-519.64-00	(10,000)	ASSIGN AD BUDG PROJ #S		405
	001-3540-519.64-00	10,000			
2	Budget Amendments/Transfers		Division 3540 Total	$2,873	
3560 - FACILITY MANAGEMENT					
11/10/20	001-3560-519.24-00	224	COVID 19 PAYOUTS RES# 2020-235		558
	001-3560-519.21-00	439			
	001-3560-519.12-12	5,739			
11/16/20	001-3560-519.64-00	(173,500)	ASSIGN AD BUDG PROJ #S		405
	001-3560-519.64-00	34,500			
	001-3560-519.64-00	37,000			
	001-3560-519.64-00	45,000			
	001-3560-519.64-00	57,000			
01/12/21	001-3560-519.64-00	35,000	UNBUDG - PD FRONT GATE RES# 2021-003		1279
3	Budget Amendments/Transfers		Division 3560 Total	$41,402	
3580 - CAPITAL PROJECTS MNGMT					
11/10/20	001-3580-519.24-00	4	COVID 19 PAYOUTS RES# 2020-235		558
	001-3580-519.22-00	46			
	001-3580-519.21-00	160			
	001-3580-519.12-12	2,088			
1	Budget Amendments/Transfers		Division 3580 Total	$2,298	
85	Total Budget Amendments/Transfers		**GENERAL FUND**	**$807,245**	
3240 - HOUSING GRANTS					
11/17/20	103-3240-554.83-09	13,780	R/O PO # 76904 Cent Brev RESO #2020-234		625
	103-3240-554.83-00	348	R/O PO #76234 Green Leaf RES# 2020-245		625
	103-3240-554.83-00	8,308	R/O PO #76898 P Lynch Con RES# 2020-245		625

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/17/20	103-3240-554.83-09	13,237	R/O PO #76903 Salv Army RES# 2020-245		625
	103-3240-554.83-09	13,780	R/O PO #76906 Comm Svcs RES# 2020-245		625
	103-3240-554.83-09	20,670	R/O PO #76938 Salv Army RES# 2020-245		625
	103-3240-554.83-09	20,670	R/O PO #76939 Cent Brev RES# 2020-245		625
12/08/20	103-3240-581.91-01	175,000	BREV CO PMT JLS CONST RES# 2020-248		903
01/26/21	103-3240-554.83-00	(3,500)	INC OP BUDGET DUE TO COVID		1543
	103-3240-554.54-00	1,225			
	103-3240-554.51-00	2,275			
03/23/21	103-3240-554.12-09	20,672	ADMIN COST CARES GRANT RES# 2021-023		2216
10	Budget Amendments/Transfers		Division 3240 Total	$286,465	
	10 Total Budget Amendments/Transfers		**CDBG**	**$286,465**	
3240 - HOUSING GRANTS					
11/17/20	104-3240-554.83-00	260,000	R/O PO #74638 Comm Housg RES# 2020-245		625
1	Budget Amendments/Transfers		Division 3240 Total	$260,000	
	1 Total Budget Amendments/Transfers		**BREVARD COUNTY HOME**	**$260,000**	
3240 - HOUSING GRANTS					
11/17/20	105-3240-554.83-00	100	R/O PO # 76080 Fed Title RES# 2020-245		625
	105-3240-554.83-00	300	R/O PO #76003 Gr Leaf Hom RESO #2020-234		625
	105-3240-554.83-00	10,000	R/O PO #76898 P Lynch Con RESO #2020-234		625
3	Budget Amendments/Transfers		Division 3240 Total	$10,400	
	3 Total Budget Amendments/Transfers		**SHIP/COCOA HOUSING TRUST**	**$10,400**	
3200 - ADMINISTRATION					
11/10/20	107-3200-515.22-00	24	COVID 19 PAYOUTS RES# 2020-235		558
	107-3200-515.24-00	67			
	107-3200-515.21-00	284			
	107-3200-515.12-12	3,709			
03/09/21	107-3200-515.34-00	(763)	CHROMEBOOK PURCHASE		2023
	107-3200-515.56-15	763			
2	Budget Amendments/Transfers		Division 3200 Total	$4,084	
	2 Total Budget Amendments/Transfers		**BUILDING PERMITS**	**$4,084**	
3230 - CRA ADMIN/OPERATIONS					
10/13/20	110-3230-559.39-00	(41)	COCOA CRA LIABILITY INS RES # 20-660		144
	110-3230-559.45-00	41			
	110-3230-559.39-00	(15,000)	LEE WENNER MANGROVE TRIM RES # 20-672		143
	110-3230-559.34-00	15,000			
10/14/20	110-3230-581.91-01	(91,628)	CORR CCRA LOAN C FY20 BUDG INCORR		127
	110-3230-559.39-00	91,628			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/10/20	110-3230-559.39-00	(254)	COVID 19 PAYOUTS RES# 2020-235	558
	110-3230-559.24-00	1		
	110-3230-559.21-00	17		
	110-3230-559.22-00	19		
	110-3230-559.12-12	217		
	110-3230-559.39-00	(5,000)	CRA FINANCIAL STATEMENT RES# 2020-757	559
	110-3230-559.32-00	5,000		
	110-3230-559.39-00	(25,000)	FIND - BOAT RAMP REHAB RES# 2020-678	561
	110-3230-581.91-32	25,000		
	110-3230-559.39-00	(30,000)	FIND - LEE WENNER DREDGE RES# 2020-677	560
	110-3230-581.91-01	30,000		
11/17/20	110-3230-559.63-00	18,664	R/O PO # 76293 Infr Sol RES# 2020-245	625
	110-3230-559.63-00	28,750	R/O PO #74623 Infr Sol RES# 2020-245	625
	110-3230-559.31-00	12,118	R/O PO #76666 Infr Sol RES# 2020-245	625
	110-3230-559.31-00	46,389	R/O PO #76790 S&ME RES# 2020-245	625
12/08/20	110-3230-559.39-00	(4,517)	ISS T/O 2020-14 PKG STUDY RES# 20-820	917
	110-3230-559.31-00	4,517		
	110-3230-559.39-00	(39,918)	LEE WENNER FISH PIER EVAL & DESIGN - RES# 20-823	918
	110-3230-559.31-00	39,918		
02/09/21	110-3230-559.39-00	(60,000)	FIGURINES-GATEWAY PROJ RES# 21-103	1684
	110-3230-559.63-00	60,000		
03/09/21	110-3230-559.39-00	(115,360)	COCOA VILLAGE CROSSWALKS RES# 21-191	2043
	110-3230-559.63-00	115,360		
	110-3230-559.39-00	(830)	CROSSWALK MARKER LIGHTS RES# 21-192	2044
	110-3230-559.52-00	830		
16 Budget Amendments/Transfers			Division 3230 Total	$105,921
16 Total Budget Amendments/Transfers			**CRA COCOA RDA**	**$105,921**
3230 - CRA ADMIN/OPERATIONS				
10/19/20	111-3230-559.39-00	(50)	DMND SQ LIABILITY INS RES # 20-701	209
	111-3230-559.45-00	50		
11/10/20	111-3230-559.39-00	(87)	COVID 19 PAYOUTS RES# 2020-235	558
	111-3230-559.24-00	1		
	111-3230-559.21-00	6		
	111-3230-559.22-00	7		
	111-3230-559.12-12	73		
11/17/20	111-3230-559.39-00	(3,100)	APP / SURVEY 2 PARCELS RES# 2020-786	594
	111-3230-559.31-00	3,100		
02/09/21	111-3230-559.39-00	(3,600)	SIGN REPAIR / REPLACE CRA RES# 21-102	1685
	111-3230-559.46-00	3,600		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
03/15/21	111-3230-559.39-00	(600)	INC LEGAL SVCS ACCT DSCRA RES# 21-165		2161
	111-3230-559.31-01	600			
5	Budget Amendments/Transfers		Division 3230 Total	$0	
	5 Total Budget Amendments/Transfers		**CRA DIAMOND SQUARE 626**	**$0**	
3230 - CRA ADMIN/OPERATIONS					
11/17/20	112-3230-559.31-01	265	R/O PO # 75259 J Colombo RES# 2020-245		625
1	Budget Amendments/Transfers		Division 3230 Total	$265	
	1 Total Budget Amendments/Transfers		**CRA US1 CORRIDOR**	**$265**	
3580 - CAPITAL PROJECTS MNGMT					
12/08/20	303-3580-519.63-00	1,500,000	FISKE BLVD COMPLETE ST PR RES# 2020-249		904
1	Budget Amendments/Transfers		Division 3580 Total	$1,500,000	
	1 Total Budget Amendments/Transfers		**FISKE BV CMPLT STRTSCAPE**	**$1,500,000**	
1506 - INVENTORY					
11/10/20	421-1506-536.24-00	2	COVID 19 PAYOUTS RES# 2020-235		558
	421-1506-536.21-00	66			
	421-1506-536.12-12	863			
12/08/20	421-1506-536.52-00	(138)	CELL PHONE / WAREHOUSE		870
	421-1506-536.41-00	138			
2	Budget Amendments/Transfers		Division 1506 Total	$931	
1515 - UTILITY SUPPORT SERVICES					
11/10/20	421-1515-536.22-00	89	COVID 19 PAYOUTS RES# 2020-235		558
	421-1515-536.24-00	260			
	421-1515-536.21-00	556			
	421-1515-536.12-12	7,262			
11/16/20	421-1515-536.64-00	(61,500)	ASSIGN AD BUDG PROJ #S		405
	421-1515-536.64-00	61,500			
2	Budget Amendments/Transfers		Division 1515 Total	$8,167	
4010 - WATER ADMINISTRATION					
10/27/20	421-4010-536.31-33	(38,952)	BENTEK BROKER CONSULT FEE		281
	421-4010-536.31-00	38,952			
11/10/20	421-4010-536.39-00	(75,000)	CLOSING COSTS W/S REV BND RES# 2020-231		554
	421-4010-536.73-00	75,000			
	421-4010-536.39-00	(81,502)	COVID 19 PAYOUTS RES# 2020-235		558
	421-4010-536.22-00	31			
	421-4010-536.24-00	31			
	421-4010-536.21-00	239			
	421-4010-536.12-12	3,123			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/16/20	421-4010-536.64-00	(41,900)	ASSIGN AD BUDG PROJ #S	405
	421-4010-536.64-00	17,000		
	421-4010-536.64-00	24,900		
11/17/20	421-4010-536.31-01	2,421	R/O PO # 76240 Kirwin N RES# 2020-245	625
	421-4010-536.31-00	15,743	R/O PO #76150 Stantec RES# 2020-245	625
	421-4010-536.31-00	51,907	R/O PO #76942 Jacobs RES# 2020-245	625
	421-4010-536.56-15	7,750	R/O PO #76965 Cleargov RES# 2020-245	625
12/08/20	421-4010-536.39-00	(256,410)	RELOC TWO FORCE MAINS RES# 2020-251	905
	421-4010-536.31-00	17,550	STANTEC RATE STUDY C/O RES# 2020-249	904
01/12/21	421-4010-536.39-00	(91,770)	B MAYER TO / Area J&K GS RES #2021-002	1278
	421-4010-581.91-01	91,770	B MAYER TO / Area J&K GS SEWERS - RES #2021-002	1278
02/09/21	421-4010-536.39-00	(101,900)	TO 2021-21 / COCOA GROVE RES# 2021-008	1655
02/23/21	421-4010-536.39-00	(223,661)	RICHLAND VALVE/TAP RES# 2021-010	1846
03/09/21	421-4010-581.91-24	31,615	ADD FNDS DYAL FILTER #2 RES# 2021-015	2022
	421-4010-536.31-00	(7,647)	JUMPER METER / ENG INSPEC	2023
	421-4010-536.64-00	(17,000)	NEW LAB REFRIDGERATOR	2023
	421-4010-536.52-00	17,000		
17	Budget Amendments/Transfers		Division 4010 Total ($540,710)	
4020 - DYAL PLANT				
10/27/20	421-4020-536.46-02	(49,000)	Spectrum Network Service Banana River & Viera	304
	421-4020-536.46-02	49,000		
11/10/20	421-4020-536.22-00	125	COVID 19 PAYOUTS RES# 2020-235	558
	421-4020-536.24-00	855		
	421-4020-536.21-00	1,848		
	421-4020-536.12-12	24,153		
	421-4020-536.46-00	(36,458)	PRCHSE BYPASS PUMP RES# 2020-237	553
	421-4020-536.64-00	36,458		
11/16/20	421-4020-536.63-00	(160,000)	ASSIGN AD BUDG PROJ #S	405
	421-4020-536.63-00	160,000		
11/17/20	421-4020-536.63-00	59,611	R/O PO # 76439 Jacobs RES# 2020-245	625
	421-4020-536.46-00	91,484	R/O PO # 76864 Ring Power RES# 2020-245	625
	421-4020-536.64-00	186,195	R/O PO # 76947 Xylem RES# 2020-245	625
	421-4020-536.46-00	61,276	R/O PO #75893 CE Power RES# 2020-245	625
	421-4020-536.46-00	4,794	R/O PO #75906 Ring Power RES# 2020-245	625
	421-4020-536.34-00	3,223	R/O PO #76448 BioTech RES# 2020-245	625
	421-4020-536.31-03	9,280	R/O PO #76475 Vortex RES# 2020-245	625
	421-4020-536.46-00	3,396	R/O PO #76934 Blind Spot RES# 2020-245	625
	421-4020-536.46-02	(49,000)	SPECTRUM NETWORK SERVICE RES# 2020-219	595
	421-4020-536.41-00	49,000		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/08/20	421-4020-536.56-15	23,400	FINISH FIBER RING INSTALL		870
	421-4020-536.64-00	23,890	PURCHASE LAWNMOWERS		870
	421-4020-536.46-02	(47,290)	PURCHASE LAWNMOWERS & FINISH FIBER RING INSTALL		870
03/09/21	421-4020-536.46-00	(31,615)	ADD FNDS DYAL FILTER #2 RES# 2021-015		2022
17	Budget Amendments/Transfers		Division 4020 Total	$414,625	
4025 - WATER FIELD OPERATIONS					
11/10/20	421-4025-536.24-00	500	COVID 19 PAYOUTS RES# 2020-235		558
	421-4025-536.21-00	1,064			
	421-4025-536.12-12	13,905			
11/16/20	421-4025-536.64-00	(354,440)	ASSIGN AD BUDG PROJ #S		405
	421-4025-536.64-00	11,050			
	421-4025-536.64-00	123,858			
	421-4025-536.64-00	219,532			
11/17/20	421-4025-536.46-00	133,948	R/O PO #75930 Goodson RES# 2020-245		625
	421-4025-536.46-00	721	R/O PO #76406 Mead & Hunt RES# 2020-245		625
	421-4025-536.46-00	56,743	R/O PO #76628 DP Develop RES# 2020-245		625
	421-4025-536.46-00	4,507	R/O PO #76777 Mead & Hunt RES# 2020-245		625
	421-4025-536.46-00	3,900	R/O PO #76959 Dial Plbg RES# 2020-245		625
	421-4025-536.56-15	19,038	R/O PO #76964 Morse Comm RES# 2020-245		625
	421-4025-536.55-00	5,480	R/O PO #76987 FW&PCOA RES# 2020-245		625
02/23/21	421-4025-536.46-00	223,661	RICHLAND VALVE/TAP RES# 2021-010		1846
10	Budget Amendments/Transfers		Division 4025 Total	$463,467	
4055 - ENGINEERING					
11/10/20	421-4055-536.24-00	59	COVID 19 PAYOUTS RES# 2020-235		558
	421-4055-536.22-00	81			
	421-4055-536.21-00	418			
	421-4055-536.12-12	5,454			
11/16/20	421-4055-536.63-00	(144,141)	ASSIGN AD BUDG PROJ #S		405
	421-4055-536.63-00	43,808			
	421-4055-536.63-00	100,333			
11/17/20	421-4055-536.31-03	12,978	R/O PO # 75740 Bussen May RES# 2020-245		625
	421-4055-536.63-00	27,271	R/O PO # 76691 Carollo RES# 2020-245		625
	421-4055-536.63-00	167,104	R/O PO # 76901 Carollo RES# 2020-245		625
	421-4055-536.63-00	143,094	R/O PO # 76986 Jacobs RES# 2020-245		625
	421-4055-536.63-00	3,182	R/O PO #71688 Mead & Hunt RES# 2020-245		625
	421-4055-536.63-00	1,005	R/O PO #71946 Bussen May RES# 2020-245		625
	421-4055-536.63-00	27,029	R/O PO #74901 Mead & Hunt RES# 2020-245		625
	421-4055-536.31-03	9,120	R/O PO #75744 Bussen May RES# 2020-245		625

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/17/20	421-4055-536.63-00	420,315	R/O POn #71924 Brandes RES# 2020-245		625
12/08/20	421-4055-536.63-00	83,490	CAPE CAN WM REPL RES# 2020-249		904
	421-4055-536.63-00	123,061	FORCE MAIN REPAIRS RES# 2020-249		904
	421-4055-536.63-00	210,572	IND PK PUMP STN RES# 2020-249		904
	421-4055-536.63-00	256,410	RELOC TWO FORCE MAINS RES# 2020-251		905
01/12/21	421-4055-536.63-00	200,000	ADD FNDS PROJ WS20GT RES# 2021-003		1279
02/09/21	421-4055-536.63-00	101,900	TO 2021-21 / COCOA GROVE RES# 2021-008		1655
03/09/21	421-4055-536.46-00	7,647	JUMPER METER / ENG INSPEC		2023
18	Budget Amendments/Transfers		Division 4055 Total	$1,800,190	
4120 - WATER RECLAMATION					
11/10/20	421-4120-536.22-00	109	COVID 19 PAYOUTS RES# 2020-235		558
	421-4120-536.24-00	330			
	421-4120-536.21-00	924			
	421-4120-536.12-12	12,075			
11/16/20	421-4120-536.64-00	(77,341)	ASSIGN AD BUDG PROJ #S		405
	421-4120-536.64-15	(10,000)			
	421-4120-536.64-15	10,000			
	421-4120-536.64-00	37,280			
	421-4120-536.64-00	40,061			
12/22/20	421-4120-536.52-00	(368)	CORR NEG BAL W/S ACCTS		1067
	421-4120-536.41-00	368			
01/26/21	421-4120-536.52-00	(2,600)	COVER DEP FINE		1543
	421-4120-536.49-00	2,600			
	421-4120-536.64-00	(5,540)	REBDGT / NOT CAPITAL		1543
	421-4120-536.52-00	5,540			
03/09/21	421-4120-536.52-00	(6,000)	ANNUAL FL DEP RENEWAL		2023
	421-4120-536.49-00	6,000			
	421-4120-536.52-00	(300)	CLASSIFIED ADS		2023
	421-4120-536.49-00	300			
7	Budget Amendments/Transfers		Division 4120 Total	$13,438	
4125 - SEWER FIELD OPERATIONS					
10/13/20	421-4125-536.46-00	(52,859)	TO 2021-17 / CAROLLO ENG RES # 20-210		126
	421-4125-536.31-03	52,859			
11/10/20	421-4125-536.24-00	231	COVID 19 PAYOUTS RES# 2020-235		558
	421-4125-536.21-00	487			
	421-4125-536.12-12	6,362			
11/16/20	421-4125-536.64-15	(130,000)	ASSIGN AD BUDG PROJ #S		405
	421-4125-536.64-15	130,000			
11/17/20	421-4125-536.46-00	3,060	R/O PO # 76711 EJ USA RES# 2020-245		625

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/17/20	421-4125-536.46-00	7,430	R/O PO # 76954 Barneys RES# 2020-245		625
	421-4125-536.46-00	3,300	R/O PO # 76955 Graybar RES# 2020-245		625
	421-4125-536.64-00	149,980	R/O PO #76667 Mid Fl Dies RES# 2020-245		625
7	Budget Amendments/Transfers		Division 4125 Total	$170,850	
80	Total Budget Amendments/Transfers		**WATER/SEWER FUND**	**$2,330,958**	
3570 - STORMWATER UTILITY					
10/27/20	423-3570-538.31-33	(1,901)	BENTEK BROKER CONSULT FEE		281
	423-3570-538.31-00	1,901			
	423-3570-538.39-00	(28,736)	Wilson Ave SW pipe		302
	423-3570-538.63-00	28,736			
11/10/20	423-3570-538.63-00	(35,550)	CORR ACCT - DRAINAGE PROJ RES# 2020-238		540
	423-3570-538.64-00	35,550			
	423-3570-538.39-00	(2,754)	COVID 19 PAYOUTS RES# 2020-235		558
	423-3570-538.22-00	38			
	423-3570-538.21-00	177			
	423-3570-538.24-00	235			
	423-3570-538.12-12	2,304			
11/16/20	423-3570-538.63-00	(480,000)	ASSIGN AD BUDG PROJ #S		405
	423-3570-538.31-33	(6,946)			
	423-3570-538.52-33	(3,528)			
	423-3570-538.52-33	3,528			
	423-3570-538.31-33	6,946			
	423-3570-538.63-00	45,000			
	423-3570-538.63-00	45,000			
	423-3570-538.63-00	50,000			
	423-3570-538.63-00	50,000			
	423-3570-538.63-00	100,000			
	423-3570-538.63-00	190,000			
11/17/20	423-3570-538.46-00	92,576	R/O PO # 76547 C&D Const RES# 2020-245		625
	423-3570-538.64-00	(972)	R/O PO #76209 Mead & Hunt RES# 2020-245		625
	423-3570-538.63-00	1,213	R/O PO #76209 Mead & Hunt RESO #2020-245		625
	423-3570-538.63-00	45,460	R/O PO #76945 Infr Sol RES# 2020-245		625
12/08/20	423-3570-538.63-00	(972)	CORR BDGT - PO 76209 FISKE BLVD IMPROVEMENTS		870
	423-3570-538.64-00	972			
12/11/20	423-3570-538.34-10	(27,979)	CORR ACCT # TX COLL FEE FEES		933
	423-3570-538.34-00	27,979			
02/23/21	423-3570-538.39-00	(7,647)	FLOATING WETLAND PROJECT RES# 2021-012		1845
	423-3570-538.63-00	7,647			
03/17/21	423-3570-538.31-00	(2,500)	SAMSARA VEHICLE GPS SVC		2114

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
03/17/21	423-3570-538.56-15	2,500	SAMSARA VEHICLE GPS SVC		2114
13	Budget Amendments/Transfers		Division 3570 Total	$138,277	
	13 Total Budget Amendments/Transfers		**STORMWATER UTILITY**	**$138,277**	
4020 - DYAL PLANT					
11/16/20	424-4020-536.63-00	(1,600,000)	ASSIGN AD BUDG PROJ #S		405
	424-4020-536.64-15	(250,000)			
	424-4020-536.64-00	(200,000)			
	424-4020-536.64-00	200,000			
	424-4020-536.63-00	250,000			
	424-4020-536.63-00	250,000			
	424-4020-536.64-15	250,000			
	424-4020-536.63-00	500,000			
	424-4020-536.63-00	600,000			
01/26/21	424-4020-536.64-15	(12,856)	CORR PROJ # PO 77373		1543
	424-4020-536.64-15	12,856			
03/09/21	424-4020-536.63-00	(250,000)	ADD FNDS DYAL FILTER #2 RES# 2021-015		2022
	424-4020-536.63-00	31,615			
	424-4020-536.63-00	250,000			
3	Budget Amendments/Transfers		Division 4020 Total	$31,615	
4055 - ENGINEERING					
11/16/20	424-4055-536.63-00	(7,144,879)	ASSIGN AD BUDG PROJ #S		405
	424-4055-536.63-06	(1,090,000)			
	424-4055-536.63-00	50,000			
	424-4055-536.63-00	120,000			
	424-4055-536.63-00	300,000			
	424-4055-536.63-00	860,879			
	424-4055-536.63-00	964,000			
	424-4055-536.63-00	1,000,000			
	424-4055-536.63-06	1,090,000			
	424-4055-536.63-00	1,350,000			
	424-4055-536.63-00	2,500,000			
01/12/21	424-4055-536.63-00	14,800	B MAYER TO / Area J&K GS SEWERS - RES #2021-002		1278
	424-4055-536.63-00	76,970			
2	Budget Amendments/Transfers		Division 4055 Total	$91,770	
4120 - WATER RECLAMATION					
11/16/20	424-4120-536.63-00	(525,000)	ASSIGN AD BUDG PROJ #S		405
	424-4120-536.63-00	525,000			
1	Budget Amendments/Transfers		Division 4120 Total	$0	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
4125 - SEWER FIELD OPERATIONS					
11/16/20	424-4125-536.63-00	(675,000)	ASSIGN AD BUDG PROJ #S		405
	424-4125-536.63-00	275,000			
	424-4125-536.63-00	400,000			
1	Budget Amendments/Transfers		Division 4125 Total	$0	
7	Total Budget Amendments/Transfers		**RENEWAL & REPLACE FUND**	**$123,385**	
4700 - DEBT SERVICE					
12/22/20	425-4700-517.72-12	(1,696,550)	CORR ACCT # FY21 INT BUDG		1066
	425-4700-517.72-13	(965,200)			
	425-4700-517.72-11	(746,147)			
	425-4700-517.72-14	(375,314)			
	425-4700-517.72-09	(280,225)			
	425-4700-591.72-09	280,225			
	425-4700-591.72-14	375,314			
	425-4700-591.72-11	746,147			
	425-4700-591.72-13	965,200			
	425-4700-591.72-12	1,696,550			
1	Budget Amendments/Transfers		Division 4700 Total	$0	
1	Total Budget Amendments/Transfers		**W/S RESTRICTED ASSETS**	**$0**	
4010 - WATER ADMINISTRATION					
12/08/20	426-4010-536.31-00	1,800	INVESTMT FEES RES# 2020-249		904
1	Budget Amendments/Transfers		Division 4010 Total	$1,800	
4055 - ENGINEERING					
11/17/20	426-4055-536.63-00	238,436	R/O PO # 74898 CH2M Hill RES# 2020-245		625
	426-4055-536.62-00	5,998,561	R/O PO # 76454 Wh Smith RES# 2020-245		625
	426-4055-536.63-00	1,941,791	R/O PO #76379 CH2M Hill RES# 2020-245		625
	426-4055-536.63-00	8,400,780	R/O PO #76454 Wh Smith RES# 2020-245		625
	426-4055-536.63-00	392,307	R/O PO# 76378 CH2M Hill RES# 2020-245		625
	426-4055-536.63-00	248,830	R/O PO# 76789 Stewarts El RES# 2020-245		625
	426-4055-536.64-00	1,705,105	R/O PO#76454 Wh Smith RES# 2020-245		625
12/08/20	426-4055-536.63-00	1,800,673	CCRIP/BOND INT RES# 2020-249		904
	426-4055-536.63-00	9,546,142	PINEDA SUB AQ PIPE RES# 2020-249		904
01/15/21	426-4055-536.63-00	(815,628)	CORR PROJ # FOR CCRIP SECURITY PROJ		1305
	426-4055-536.63-00	815,628			
10	Budget Amendments/Transfers		Division 4055 Total	$30,272,625	
4120 - WATER RECLAMATION					
11/17/20	426-4120-536.63-00	6,434	R/O PO # 74875 Carollo RES# 2020-245		625

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/08/20	426-4120-536.63-00	2,670,762	SELLERS FLOW IMPR	RES# 2020-249	904
2	Budget Amendments/Transfers			Division 4120 Total $2,677,196	
13	Total Budget Amendments/Transfers		**WS CPTL PROJ 2018B**	**$32,951,621**	

238 Transfers & Amendments between 10/1/2020 and 3/31/2021

FY 2021 TOTAL TRANSFERS & AMENDMENTS **38,518,621**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: W:\Finance Administration\Budget Tracking Report\FY 2021 - Budget Tracking Worksheets\FY 2021 EXPENSE Budget Tracking Worksheet.imr ran by Database User ID: cocoath

FY 2021 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 3/31/2021

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/13/20	001-0000-369.96-00	3,870	INS PROCEEDS PD VEHICLE K-9 CAGE PORTION		125
	001-0000-331.20-19	16,617	JAG GRANT CAMERAS RES # 20-213		124
10/14/20	001-0000-381.91-10	(91,628)	CORR CCRA LOAN C FY20 BUDG INCORR		127
10/27/20	001-0000-366.10-15	33,180	Firehouse Sub Grant Hydraulic Equipment		303
11/05/20	001-0000-331.20-15	(126,896)	ASSIGN AD BUDG PROJ #S		405
	001-0000-389.99-50	(105,000)			
	001-0000-331.20-16	(10,000)			
	001-0000-331.20-16	10,000			
	001-0000-389.99-50	35,000			
	001-0000-389.99-50	70,000			
	001-0000-331.20-15	126,896			
11/10/20	001-0000-337.40-02	50,000	AURORA ST SIDEWALK PROJ RES# 2020-236		555
	001-0000-381.91-10	25,000	FIND - BOAT RAMP REHAB RES# 2020-678		561
	001-0000-381.91-10	30,000	FIND - LEE WENNER DREDGE RES# 2020-677		560
	001-0000-337.30-17	30,000	FIND GRANT DREDGING RES# 2020-233		534
	001-0000-337.30-18	25,000	FIND GRANT LWP RAMP RES# 2020-232		536
	001-0000-331.20-21	16,980	FY21 BPV GRANT 0410 RES# 2020-228		547
	001-0000-331.20-15	(32,273)	RED FY21 VOCA GR AWARD RES# 2020-230		551
11/17/20	001-0000-389.99-50	171,687	FY21 PO ROLLOVER RES# 2020-245		625
12/08/20	001-0000-389.99-50	(175,000)	BREV CO PMT JLS CONST RES# 2020-248		903
	001-0000-381.91-03	175,000			
	001-0000-389.99-50	12,000	CAFR CONVERSION SOFTWARE RES# 2020-249		904
	001-0000-389.99-50	62,050	UTIL PAY KIOSK -CITY HALL RES# 2020-249		904
01/12/21	001-0000-389.99-50	53,574	ADD FNDS FY20 PO ROLLOVER 76923 / RES# 2021-003		1279
	001-0000-389.99-50	226,447	ADD FNDS FY20 PO ROLLOVER RES# 2021-003		1279
	001-0000-334.50-10	54,741	CARES FUNDS #107-2020 RES# 2021-003		1279
	001-0000-389.99-50	35,000	UNBUDG - PD FRONT GATE RES# 2021-003		1279
01/26/21	001-0000-389.99-50	85,000	COCOA HS TRACK IMP DONATE RES# 21-005		1466
21	Budget Amendments/Transfers			Division 0000 Total $807,245	
	21 Total Budget Amendments/Transfers		**GENERAL FUND**	**$807,245**	
11/17/20	103-0000-389.99-50	90,795	FY21 PO ROLLOVER RES# 2020-245		625

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/08/20	103-0000-338.10-04	175,000	BREV CO PMT JLS CONST RES# 2020-248		903
03/23/21	103-0000-389.99-50	(82,137)	ADMIN COST CARES GRANT RES# 2021-023		2216
	103-0000-331.54-00	20,672			
	103-0000-331.54-09	82,137	REBUDGET FY20 OPEN POS RES# 2021-023/BA21033a		2216
4 Budget Amendments/Transfers			Division 0000 Total	$286,467	
4 Total Budget Amendments/Transfers			**CDBG**	**$286,467**	
11/17/20	104-0000-389.99-50	260,000	FY21 PO ROLLOVER RES# 2020-245		625
1 Budget Amendments/Transfers			Division 0000 Total	$260,000	
1 Total Budget Amendments/Transfers			**BREVARD COUNTY HOME**	**$260,000**	
11/17/20	105-0000-389.99-10	10,400	FY21 PO ROLLOVER RES# 2020-245		625
1 Budget Amendments/Transfers			Division 0000 Total	$10,400	
1 Total Budget Amendments/Transfers			**SHIP/COCOA HOUSING TRUST**	**$10,400**	
11/10/20	107-0000-381.91-01	4,084	COVID 19 PAYOUTS RES# 2020-235		558
1 Budget Amendments/Transfers			Division 0000 Total	$4,084	
1 Total Budget Amendments/Transfers			**BUILDING PERMITS**	**$4,084**	
11/17/20	110-0000-389.99-50	105,921	FY21 PO ROLLOVER RES# 2020-245		625
1 Budget Amendments/Transfers			Division 0000 Total	$105,921	
1 Total Budget Amendments/Transfers			**CRA COCOA RDA**	**$105,921**	
11/17/20	112-0000-389.99-10	265	FY21 PO ROLLOVER RES# 2020-245		625
1 Budget Amendments/Transfers			Division 0000 Total	$265	
1 Total Budget Amendments/Transfers			**CRA US1 CORRIDOR**	**$265**	
12/08/20	303-0000-389.99-50	1,500,000	FISKE BLVD COMPLETE ST PR RES# 2020-249		904
1 Budget Amendments/Transfers			Division 0000 Total	$1,500,000	
1 Total Budget Amendments/Transfers			**FISKE BV CMPLT STRTSCAPE**	**$1,500,000**	
11/17/20	421-0000-389.99-50	138,277	FY21 PO ROLLOVER RES# 2020-245		625
	421-0000-389.99-50	1,696,283			
12/08/20	421-0000-389.99-50	434,673	UTIL PROJ - NOT YET BEGUN RES# 2020-249		904
12/15/20	421-0000-389.99-50	(138,277)	CORR ENTRY / INCORR FND BA-21-033-A		971
01/12/21	421-0000-389.99-50	200,000	ADD FNDS PROJ WS20GT RES# 2021-003		1279
4 Budget Amendments/Transfers			Division 0000 Total	$2,330,956	
4 Total Budget Amendments/Transfers			**WATER/SEWER FUND**	**$2,330,956**	
12/15/20	423-0000-389.99-50	138,277	CORR ENTRY / INCORR FND BA-21-033-A		971
1 Budget Amendments/Transfers			Division 0000 Total	$138,277	
1 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$138,277**	
01/12/21	424-0000-381.91-21	91,770	B MAYER TO / Area J&K GS SEWERS - RES #2021-002		1278
03/09/21	424-0000-381.91-21	31,615	ADD FNDS DYAL FILTER #2 RES# 2021-015		2022

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
2 Budget Amendments/Transfers			Division 0000 Total	$123,385	
2 Total Budget Amendments/Transfers			**RENEWAL & REPLACE FUND**	**$123,385**	
11/17/20	426-0000-389.99-50	18,932,244	FY21 PO ROLLOVER RES# 2020-245		625
12/08/20	426-0000-389.99-50	14,019,377	BOND PROJ - NOT YET BEGUN RES# 2020-249		904
2 Budget Amendments/Transfers			Division 0000 Total	$32,951,621	
2 Total Budget Amendments/Transfers			**WS CPTL PROJ 2018B**	**$32,951,621**	

40 Transfers & Amendments between 10/1/2020 and 3/31/2021

FY 2021 TOTAL TRANSFERS & AMENDMENTS **38,518,621**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: W:\Finance Administration\Budget Tracking Report\FY 2021 - Budget Tracking Worksheets\FY 2021 REVENUE Budget Tracking Worksheet.imr ran by Database User ID: cocoath

Date: 4/8/2021

Legislation Details (With Text)

File #:	21-297	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	4/8/2021			**In control:**	City Council
On agenda:	4/27/2021			**Final action:**	
Title:	In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget By Classification Report - March 2021.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 8, 2021
Agenda Date: April 27, 2021
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO ,CGFM Finance Director
Requested Action:
In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

BACKGROUND:

The following reports for the period ending March 2021 (FY21) provide information for the three major funds: General Fund, Water/Sewer Fund, and the Storm Water Fund. This March 2021 (FY21) report is unaudited and preliminary. Some line items reflect an over budget balance at this time due to the timing of the rollover of purchase orders from FY21 and the re-appropriation of their related budgets.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
   Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report
   Detail by account number of actual revenues collected vs. budget for the three major funds:

General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year to date totals, the annual budget and the unrealized balance.

- Estimated - represents either the current period or year to date prorated budget
- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received

3. Detail Budget Report Summary by Object
   Summary of expenditures by account description vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.
   - Budget - represents either the current period or year to date prorated budget
   - Actual - represents actual cash expenditures either in the current period or year to date
   - % Exp. - the percentage of actual expenditures vs. budget
   - Encumbrance - encumbered amount
   - Annual Budget - annual budget
   - Unencumbered Balance - annual budget less actual year to date actual expenditures plus encumbrances
   - % Budgeted - the percentage of year to date actual expenditures plus encumbrances vs. budget

STRATEGIC PLAN CONNECTION:

Monthly reporting provides staff with an opportunity to monitor expenditure and revenue progression each month, to evaluate anomalies, and to determine corrective action (if necessary) for fiscal responsibility.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item only.

FY 2021 Budget by Classification Report - Summary Listing

3/31/2021

Target for March 2021 is 50%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	$ 10,074,429		$ 7,564,780	$ 2,509,649	75%
OTHER PERMITS AND FEES	$ 4,403,003		$ 3,095,454	$ 1,307,549	70%
INTERGOVERNMENTAL	$ 2,288,293		$ 1,222,653	$ 1,065,640	53%
CHARGES FOR SERVICES	$ 12,422,689		$ 6,296,894	$ 6,125,795	51%
FINES AND FORFEITURES	$ 14,813		$ 7,607	$ 7,206	51%
MISCELLANEOUS	$ 768,133		$ 402,916	$ 365,217	52%
OTHER SOURCES (NON-REVENUE)	$ 12,186,918		$ 4,164,442	$ 8,022,476	34%
REVENUE TOTALS	**$ 42,158,278**		**$ 22,754,745**	**$ 19,403,533**	**54%**
EXPENSE					
SALARIES AND BENEFITS	$ 25,002,998	$ 1,782	$ 10,667,043	$ 14,334,173	43%
OPERATING EXPENDITURES	$ 12,617,500	$ 2,819,566	$ 4,486,653	$ 5,311,281	58%
CAPITAL OUTLAY	$ 1,327,644	$ 672,099	$ 438,394	$ 217,151	84%
GRANTS, AIDS AND OTHER	$ 3,210,136	$ -	$ 2,177,185	$ 1,032,951	68%
EXPENSE TOTALS	**$ 42,158,278**	**$ 3,493,447**	**$ 17,769,275**	**$ 20,895,556**	**50%**
REVENUE TOTALS	**$ 42,158,278**	**$ -**	**$ 22,754,745**	**$ 19,403,533**	**54%**
EXPENSE TOTALS	**$ 42,158,278**	**$ 3,493,447**	**$ 17,769,275**	**$ 20,895,556**	**50%**
	$ -	**$ (3,493,447)**	**$ 4,985,470**	**$ (1,492,023)**	

*Unaudited

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310		TAXES								
311		AD VALOREM								
10	00	CURRENT TAXES	100,000	111,561.33	112	6,226,904	5,950,926.65	96	6,626,904	675,977.35
20	00	DELINQUENT TAXES	0	778.17		0	630.34		15,000	14,369.66
25	00	PENALTIES RE: TAXES	0	689.38		0	4,076.45		5,000	923.55
30	00	TAX CERTIFICATES	0	.00		0	.00		200,000	200,000.00
311	**	AD VALOREM	100,000	113,028.88	113	6,226,904	5,955,633.44	96	6,846,904	891,270.56
312		SALES USE AND FUEL TAXES								
41	00	LOCAL OPTION GAS TAX 6 CT	46,144	53,467.47	116	276,864	223,023.86	81	553,736	330,712.14
312	**	SALES USE AND FUEL TAXES	46,144	53,467.47	116	276,864	223,023.86	81	553,736	330,712.14
314		UTILITY SERVICE TAX								
10	00	ELECTRICITY	125,000	126,090.38	101	750,000	711,938.45	95	1,500,000	788,061.55
30	00	WATER-COCOA	30,423	34,355.13	113	182,538	185,472.18	102	365,082	179,609.82
40	00	GAS	1,433	5,216.92	364	8,598	24,846.47	289	17,200	7,646.47-
80	00	PROPANE	1,666	1,555.75	93	9,996	9,417.66	94	20,000	10,582.34
314	**	UTILITY SERVICE TAX	158,522	167,218.18	106	951,132	931,674.76	98	1,902,282	970,607.24
315		COMMUNICATION SERVICE TAX								
00	00	COMMUNICATION SERVICE TAX	51,292	50,598.61	99	307,752	332,623.17	108	615,507	282,883.83
315	**	COMMUNICATION SERVICE TAX	51,292	50,598.61	99	307,752	332,623.17	108	615,507	282,883.83
316		LOCAL BUSINESS TAX								
00	00	LOCAL BUSINESS TAX	1,000	6,114.82	612	150,000	121,825.23	81	156,000	34,174.77
316	**	LOCAL BUSINESS TAX	1,000	6,114.82	612	150,000	121,825.23	81	156,000	34,174.77
310	***	TAXES	356,958	390,427.96	109	7,912,652	7,564,780.46	96	10,074,429	2,509,648.54
320		OTHER PERMITS & FEES								
322		BUILDING PERMITS								
10	00	TRAINING SURCHARGE	0	.00		0	112.14-		0	112.14
322	**	BUILDING PERMITS	0	.00		0	112.14-		0	112.14
323		FRANCHISE FEES								
10	00	ELECTRICITY	116,666	95,180.34	82	699,996	418,934.48	60	1,400,000	981,065.52
40	00	GAS	2,900	7,145.55	246	17,400	35,366.51	203	34,800	566.51-
70	00	SOLID WASTE	15,641	17,898.39	114	93,846	105,216.94	112	187,703	82,486.06
323	**	FRANCHISE FEES	135,207	120,224.28	89	811,242	559,517.93	69	1,622,503	1,062,985.07
325		SPECIAL ASSESSMENT								
22	01	CHARGES FOR PUBLIC SVCS	0	135,656.52		2,614,500	2,483,359.04	95	2,614,500	131,140.96

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
22 02	DELINQUENT TAX	0	152.46		0	623.07		2,000	1,376.93
22 03	PENALTIES	0	31.79		0	190.86		2,000	1,809.14
22 04	TAX CERTIFICATES	0	.00		0	.00		150,000	150,000.00
22 *	FIRE PROTECTION	0	135,840.77		2,614,500	2,484,172.97	95	2,768,500	284,327.03
325 **	SPECIAL ASSESSMENT	0	135,840.77		2,614,500	2,484,172.97	95	2,768,500	284,327.03
329	OTHER PERMITS & FEES								
25 00	PLANNING AND ZONING	833	2,365.00	284	4,998	42,474.75	850	10,000	32,474.75-
35 00	FIRE INSPECTIONS	166	4,530.00	2729	996	9,400.00	944	2,000	7,400.00-
329 **	OTHER PERMITS & FEES	999	6,895.00	690	5,994	51,874.75	865	12,000	39,874.75-
320 ***	OTHER PERMITS & FEES	136,206	262,960.05	193	3,431,736	3,095,453.51	90	4,403,003	1,307,549.49
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
20 01	RES OFFCR - CTY CONTRACT	0	42,750.00		85,500	128,250.00	150	171,000	42,750.00
20 15	VICTIMS OF CRIME ACT GRNT	7,640	7,539.64	99	48,774	26,819.58	55	94,623	67,803.42
20 16	INTERNET CRIMES GRANT	833	.00		4,998	.00		10,000	10,000.00
20 19	JAG 2020-DJ-BX-0410	0	.00		16,617	.00		16,617	16,617.00
20 21	BULLET PROOF V 2020	0	.00		16,980	.00		16,980	16,980.00
20 *	PUBLIC SAFETY	8,473	50,289.64	594	172,869	155,069.58	90	309,220	154,150.42
39 12	USDA/FOREST SVC 26866	0	.00		15,000	.00		15,000	15,000.00
39 *	OTHER PHYSCAL ENVIRONMENT	0	.00		15,000	.00		15,000	15,000.00
50 04	EDA-04-69-07348 GRANT	0	45,000.00-		0	.00		0	.00
50 *	ECONOMIC ENVIRONMENT	0	45,000.00-		0	.00		0	.00
331 **	FEDERAL GRANTS	8,473	5,289.64	62	187,869	155,069.58	83	324,220	169,150.42
333	PAYMENT IN LIEU OF TAXES								
90 00	HOUSING AUTHORITY	0	.00		0	.00		26,000	26,000.00
333 **	PAYMENT IN LIEU OF TAXES	0	.00		0	.00		26,000	26,000.00
334	STATE GRANT								
50 10	CARES CRF #107-2020	6,082	.00		18,246	54,741.25	300	54,741	.25-
50 *	ECONOMIC ENVIRONMENT	6,082	.00		18,246	54,741.25	300	54,741	.25-

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330		INTERGOVERNMENTAL REVENUE								
334		STATE GRANT								
334	**	STATE GRANT	6,082	.00		18,246	54,741.25	300	54,741	.25-
335		STATE SHARED REVENUES								
12	00	STATE REVENUE SHARING	41,916	42,216.81	101	251,496	253,300.86	101	503,000	249,699.14
12	20	8TH CNT MUNICIPAL GAS TAX	12,736	11,955.93	94	76,416	71,735.58	94	152,832	81,096.42
12	*	STATE REVENUE SHARING	54,652	54,172.74	99	327,912	325,036.44	99	655,832	330,795.56
14	00	MOBILE HOME LICENSES	1,833	697.25	38	10,998	16,766.04	152	22,000	5,233.96
15	00	ALCOHOLIC BEVERAGE	416	.00		2,496	1,709.54	69	5,000	3,290.46
18	00	LOCAL GOVERNMENT 1/2 CENT	87,875	95,979.71	109	527,250	488,820.53	93	1,054,500	565,679.47
21	00	FIREFIGHTER SUPPLEMENTAL	0	3,930.00		8,000	7,895.48	99	16,000	8,104.52
29	*	OTHER PUBLIC SAFETY	0	.00		0	.00		0	.00
41	00	FUEL TAX REFUNDS	2,083	.00		12,498	7,140.03	57	25,000	17,859.97
335	**	STATE SHARED REVENUES	146,859	154,779.70	105	889,154	847,368.06	95	1,778,332	930,963.94
337		GRANTS FROM LOCAL UNITS								
30	17	FIND BV-CO-20-147 DREDGIN	2,727	.00		13,635	.00		30,000	30,000.00
30	18	FIND BV-CO-20-146 BT RAMP	2,273	.00		11,365	.00		25,000	25,000.00
30	*	PHYSICAL ENVIRONMENT	5,000	.00		25,000	.00		55,000	55,000.00
40	02	AURORA ST SIDEWLK IMPROV	4,545	65,000.00	1430	22,725	65,000.00	286	50,000	15,000.00-
60	01	BREV CTY CARES CVD19	0	.00		0	100,473.85		0	100,473.85-
60	*	HUMAN SERVICES	0	.00		0	100,473.85		0	100,473.85-
337	**	GRANTS FROM LOCAL UNITS	9,545	65,000.00	681	47,725	165,473.85	347	105,000	60,473.85-
330	***	INTERGOVERNMENTAL REVENUE	170,959	225,069.34	132	1,142,994	1,222,652.74	107	2,288,293	1,065,640.26
340		CHARGES FOR SERVICES								
341		GENERAL GOVERNMENT								
30	00	ADMINISTRATIVE FEES	548,813	548,814.00	100	3,292,878	3,292,884.00	100	6,585,764	3,292,880.00
31	00	ADMIN FEES STORMWATER	14,895	14,897.00	100	89,370	89,382.00	100	178,749	89,367.00
40	00	CERTIFY/COPY/SEARCH	8,000	12,018.10	150	48,000	54,596.57	114	96,000	41,403.43
90	12	PASSPORT EXECUTION FEES	166	315.00	190	996	966.12	97	2,000	1,033.88
341	**	GENERAL GOVERNMENT	571,874	576,044.10	101	3,431,244	3,437,828.69	100	6,862,513	3,424,684.31
342		PUBLIC SAFETY								
10	00	POLICE SERVICES	2,500	.00		15,000	1,085.00	7	30,000	28,915.00

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
342	PUBLIC SAFETY								
90 00	OTHER PUBLIC SAFETY	83	.00		498	775.00	156	1,000	225.00
90 01	FALSE ALARM FEES	708	100.00	14	4,248	4,545.00	107	8,500	3,955.00
90 *	OTHER PUBLIC SAFETY	791	100.00	13	4,746	5,320.00	112	9,500	4,180.00
342 **	PUBLIC SAFETY	3,291	100.00	3	19,746	6,405.00	32	39,500	33,095.00
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	40,911	42,195.91	103	245,466	252,085.82	103	490,941	238,855.18
37 11	ROCKLEDGE	24,041	24,425.85	102	144,246	121,580.18	84	288,493	166,912.82
37 12	SUN LAKE	317	318.06	100	1,902	1,584.60	83	3,814	2,229.40
37 13	CLNY PK-M.I.UTIL CO.	159	166.44	105	954	1,000.92	105	1,917	916.08
37 16	COCOA BEACH	9,407	9,413.99	100	56,442	56,520.30	100	112,886	56,365.70
37 17	CAPE CANAVERAL	7,755	7,751.35	100	46,530	46,369.68	100	93,062	46,692.32
37 18	TITUSVILLE	352	351.12	100	2,112	2,107.86	100	4,231	2,123.14
37 *	WATER BILLING SERVICES	82,942	84,622.72	102	497,652	481,249.36	97	995,344	514,094.64
39 01	SERVICE CHARGES	33,333	48,265.80	145	199,998	306,205.37	153	400,000	93,794.63
39 03	ADMIN CHARGES	31,750	33,285.00	105	190,500	196,230.00	103	381,000	184,770.00
39 04	PENALTIES	65,804	63,217.34	96	394,824	368,968.30	94	789,650	420,681.70
39 05	NSF CHECKS	2,879	2,159.70	75	17,274	14,465.79	84	34,552	20,086.21
39 *	WATER OTHER INCOME	133,766	146,927.84	110	802,596	885,869.46	110	1,605,202	719,332.54
41 10	SOLID WASTE	162,795	167,535.42	103	976,770	982,744.27	101	1,953,540	970,795.73
41 20	RECYCLING REVENUE	23,903	28,577.16	120	143,418	163,898.20	114	286,842	122,943.80
41 30	GREEN WASTE	15,783	16,296.57	103	94,698	97,107.69	103	189,399	92,291.31
41 *	GARBAGE COLLECTION	202,481	212,409.15	105	1,214,886	1,243,750.16	102	2,429,781	1,186,030.84
45 10	BILLING FEE - WASTE MGMT	8,709	.00		52,254	35,810.66	69	104,519	68,708.34
45 *	GARBAGE-OTHER REVENUE	8,709	.00		52,254	35,810.66	69	104,519	68,708.34
90 01	FDOT MEDIAN MAINT	19,000	.00		38,000	35,565.00	94	71,130	35,565.00
90 03	FDOT MNT SIGNAL/HWY LIGHT	50,000	112,866.00	226	100,000	112,866.00	113	218,805	105,939.00
90 *	OTHER PHYSICAL ENVIRON	69,000	112,866.00	164	138,000	148,431.00	108	289,935	141,504.00
343 **	PHYSICAL ENVIRONMENT	496,898	556,825.71	112	2,705,388	2,795,110.64	103	5,424,781	2,629,670.36
347	CULTURE/RECREATION								
39 10	PORCHER HOUSE - REVENUES	2,500	1,269.64	51	15,000	15,089.69	101	30,000	14,910.31
39 11	TENANT MAINTENANCE FEES	100	95.96	96	600	671.72	112	1,200	528.28

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
347	CULTURE/RECREATION								
39 20	COCOA CIVIC CENTER	2,083	2,953.15	142	12,498	20,902.38	167	25,000	4,097.62
39 30	RIVERFRONT PARK	1,666	389.00	23	9,996	8,882.00	89	20,000	11,118.00
39 *	OTHER CULTURAL SERVICES	6,349	4,707.75	74	38,094	45,545.79	120	76,200	30,654.21
40 05	SPECIAL EVENT PERMITS	625	750.00	120	3,750	9,300.00	248	7,500	1,800.00-
50 10	EVENT FEES	307	.00		1,842	1,368.51	74	3,695	2,326.49
50 30	ADVERTISING/SPONSORSHIPS	708	.00		4,248	.00		8,500	8,500.00
50 50	MISC FURNISHINGS	0	570.00		0	1,335.00		0	1,335.00-
50 *	SPECIAL REC FACILITIES	1,015	570.00	56	6,090	2,703.51	44	12,195	9,491.49
347 **	CULTURE/RECREATION	7,989	6,027.75	76	47,934	57,549.30	120	95,895	38,345.70
340 ***	CHARGES FOR SERVICES	1,080,052	1,138,997.56	106	6,204,312	6,296,893.63	102	12,422,689	6,125,795.37
350	FINES AND FORFEITURES								
351	JUDGMENTS AND FINES								
90 00	OTHER	1,234	2,828.39	229	7,404	7,607.18	103	14,813	7,205.82
351 **	JUDGMENTS AND FINES	1,234	2,828.39	229	7,404	7,607.18	103	14,813	7,205.82
350 ***	FINES AND FORFEITURES	1,234	2,828.39	229	7,404	7,607.18	103	14,813	7,205.82
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	3,673	.00		22,038	38,013.38	173	44,083	6,069.62
10 02	INVESTMENT INTEREST	1,224	.00		7,344	.00		14,694	14,694.00
10 10	SBA	1,224	58.03	5	7,344	493.51	7	14,694	14,200.49
10 11	INTEREST/CBOS	1,224	184.08	15	7,344	1,709.59	23	14,694	12,984.41
10 *	INTEREST	7,345	242.11	3	44,070	40,216.48	91	88,165	47,948.52
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	7,345	242.11	3	44,070	40,216.48	91	88,165	47,948.52
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	8,000	2,541.66	32	77,000	64,748.79	84	125,886	61,137.21
362 **	RENT AND ROYALTIES	8,000	2,541.66	32	77,000	64,748.79	84	125,886	61,137.21
364	DISPOSITION FIXED ASSETS								
10 00	GAIN/(LOSS)	0	.00		0	931.95		0	931.95-

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360		MISCELLANEOUS REVENUES								
364		DISPOSITION FIXED ASSETS								
364	**	DISPOSITION FIXED ASSETS	0	.00		0	931.95		0	931.95-
365		SALE SURPLUS MTRLS &SCRAP								
00	00	SALE SURPLUS MTRLS &SCRAP	0	231.78		0	488.28		0	488.28-
365	**	SALE SURPLUS MTRLS &SCRAP	0	231.78		0	488.28		0	488.28-
366		CONTRIBUTIONS & DONATIONS								
00	00	CONTRIBUTIONS & DONATIONS	0	120.00-		0	97,000.00		0	97,000.00-
10	15	FIREHOUSE SUBS-EXTRAC EQ	0	.00		33,180	33,180.00	100	33,180	.00
10	*	DONATIONS-PRIVATE SOURCES	0	.00		33,180	33,180.00	100	33,180	.00
366	**	CONTRIBUTIONS & DONATIONS	0	120.00-		33,180	130,180.00	392	33,180	97,000.00-
368		PENSION CONTRIBUTIONS								
21	00	POLICE STATE CONTRIBUTION	0	.00		0	.00		182,386	182,386.00
22	00	FIRE STATE CONTRIBUTION	0	.00		0	.00		105,146	105,146.00
368	**	PENSION CONTRIBUTIONS	0	.00		0	.00		287,532	287,532.00
369		OTHER MISC REVENUES								
90	00	OTHER MISC REVENUES	0	157.19		0	54,291.34		0	54,291.34-
90	02	POLICE SECURITY SERVICES	6,250	1,480.00	24	37,500	26,112.00	70	75,000	48,888.00
90	03	CODE ENF ABATE/DEMO REV	7,916	900.00	11	47,496	44,076.03	93	95,000	50,923.97
90	04	MISC. POLICE REVENUES	83	754.08	909	498	1,402.79	282	1,000	402.79-
90	05	INVESTIGATIVE COSTS REIM	4,250	9,233.55	217	25,500	38,868.53	152	51,000	12,131.47
90	09	PROPERTY REGISTRATION	625	400.00	64	3,750	1,600.00	43	7,500	5,900.00
90	*	OTHER MISC REVENUES	19,124	12,924.82	68	114,744	166,350.69	145	229,500	63,149.31
96	00	INSURANCE REFUND/PROCEEDS	323	.00		1,938	.00		3,870	3,870.00
369	**	OTHER MISC REVENUES	19,447	12,924.82	67	116,682	166,350.69	143	233,370	67,019.31
360	***	MISCELLANEOUS REVENUES	34,792	15,820.37	46	270,932	402,916.19	149	768,133	365,216.81
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	03	CDBG (103)	17,500	.00		70,000	175,000.00	250	175,000	.00
91	10	TRF FROM COCOA CRA (110)	26,439	.00		153,634	162,199.60	106	312,279	150,079.40
91	*	TRANSFER FROM	43,939	.00		223,634	337,199.60	151	487,279	150,079.40
381	**	INTERFUND TRANSFER	43,939	.00		223,634	337,199.60	151	487,279	150,079.40

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
382		CONTRIBUTIONS ENTERPRISE								
40	00	CONTRIBUTIONS	650,865	.00		3,905,190	3,254,328.35	83	7,810,388	4,556,059.65
40	01	6% PILOFF	114,582	.00		687,492	572,913.75	83	1,374,993	802,079.25
40	*	CONTRIBUTIONS	765,447	.00		4,592,682	3,827,242.10	83	9,185,381	5,358,138.90
382	**	CONTRIBUTIONS ENTERPRISE	765,447	.00		4,592,682	3,827,242.10	83	9,185,381	5,358,138.90
383		INSTLMT PURCH/CAP LEASE								
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
384		DEBT PROCEEDS								
384	**	DEBT PROCEEDS	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
99	50	FUND BAL-APPROP. RESERVES	220,252	.00		1,192,752	.00		2,514,258	2,514,258.00
99	*	BALANCE FORWARD	220,252	.00		1,192,752	.00		2,514,258	2,514,258.00
389	**	NON OPERATING SOURCES	220,252	.00		1,192,752	.00		2,514,258	2,514,258.00
380	***	OTHER SOURCES(NON-REV)	1,029,638	.00		6,009,068	4,164,441.70	69	12,186,918	8,022,476.30
FUND TOTAL		GENERAL FUND	2,809,839	2,036,103.67	73	24,979,098	22,754,745.41	91	42,158,278	19,403,532.59

REPORT SELECTIONS

Fiscal year . . . . . : 2021
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	2657	2550.00	96	15942	15300.10	96	.00	31895	16594.90	48
11 **	EXECUTIVE SALARIES	2657	2550.00	96	15942	15300.10	96	.00	31895	16594.90	48
12-00	REGULAR SALARIES & WAGES	1082966	902683.85	83	6487470	5555227.71	86	.00	12985401	7430173.29	43
12-06	SALARIES/CONTRACTUAL	2083	.00	0	12498	5549.25	44	.00	25000	19450.75	22
12-07	EMS 1ST RESPONDER	0	.00	0	0	.00	0	.00	0	.00	0
12-09	SALARIES & WAGES CONTRA	0	.00	0	0	.00	0	.00	0	.00	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	21251	1901.13	9	117039	276481.41	236	.00	244585	31896.41-	113
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	1106300	904584.98	82	6617007	5837258.37	88	.00	13254986	7417727.63	44
13-00	OTHER SALARIES & WAGES	59276	35671.04	60	354876	283479.67	80	.00	720013	436533.33	39
13 **	OTHER SALARIES & WAGES	59276	35671.04	60	354876	283479.67	80	.00	720013	436533.33	39
14-00	OVERTIME	33588	57445.79	171	201528	288677.69	143	.00	403121	114443.31	72
14-01	COMP TIME	583	.00	0	3498	.00	0	.00	7000	7000.00	0
14-20	JAG COVID 2020-VD-BX-1270	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	34171	57445.79	168	205026	288677.69	141	.00	410121	121443.31	70
15-00	SPECIAL PAY	28198	24370.27	86	169188	165300.96	98	.00	338400	173099.04	49
15 **	SPECIAL PAY	28198	24370.27	86	169188	165300.96	98	.00	338400	173099.04	49
20-00	CLOTHING/SHOE ALLOWANCE	1810	3178.58	176	12010	10528.58	88	.00	22870	12341.42	46
20 **	CLOTHING/SHOE ALLOWANCE	1810	3178.58	176	12010	10528.58	88	.00	22870	12341.42	46
21-00	FICA TAXES	91278	77004.59	84	546272	495304.13	91	.00	1094783	599478.87	45
21 **	FICA TAXES	91278	77004.59	84	546272	495304.13	91	.00	1094783	599478.87	45
22-00	RETIREMENT CONTRIBUTIONS	73342	65281.04	89	440238	401147.37	91	.00	880423	479275.63	46
22-01	FIREFIGHTERS	202168	158220.67	78	1211075	1061433.79	88	.00	2424096	1362662.21	44
22-02	STATE CONTRIBUTIONS	4278-	.00	0	25652	.00	0	.00	287532	287532.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
22-03	ICMA - CITY MANAGER	1250	.00	0	7500	.00	0	.00	15000	15000.00	0
22 **	RETIREMENT CONTRIBUTIONS	272482	223501.71	82	1684465	1462581.16	87	.00	3607051	2144469.84	41
23-00	LIFE/HEALTH INSURANCE	24724	20902.53	85	149321	124517.61	83	.00	303748	179230.39	41
23-02	LIFE/HEALTH GF RETIREES	38984	53031.98	136	233904	234382.61	100	1782.00	467812	231647.39	51
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL/RX SELF INSURED	320365	230660.87	72	1922190	1314023.49	68	.00	3844514	2530490.51	34
23-05	HEALTH GF RETIREES 50%	0	.00	0	0	.00	0	.00	0	.00	0
23-06	HEALTH GF RETIREES 100%	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	384073	304595.38	79	2305415	1672923.71	73	1782.00	4616074	2941368.29	36
24-00	WORKER'S COMPENSATION	56578	51055.00	90	338456	323797.39	96	.00	678365	354567.61	48
24 **	WORKER'S COMPENSATION	56578	51055.00	90	338456	323797.39	96	.00	678365	354567.61	48
25-00	UNEMPLOYMENT COMPENSATION	0	.00	0	0	13012.55	0	.00	5000	8012.55-	260
25 **	UNEMPLOYMENT COMPENSATION	0	.00	0	0	13012.55	0	.00	5000	8012.55-	260
27-00	BENEFIT OFFSET	18584	17660.00	95	111940	98878.66	88	.00	223440	124561.34	44
27 **	BENEFIT OFFSET	18584	17660.00	95	111940	98878.66	88	.00	223440	124561.34	44
31-00	PROFESSIONAL SERVICES	48669	41111.18	85	271929	186251.53	69	229275.48	566057	150529.99	73
31-01	LEGAL EXPENSES	37705	29129.90	77	226230	156494.76	69	256591.24	452473	39387.00	91
31-02	MEDICAL SERVICES	4035	25171.00	624	24210	34646.54	143	9704.46	48420	4069.00	92
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1125	.00	0	6750	13500.00	200	.00	13500	.00	100
31-06	EDA-04-69-07348 GRANT	0	.00	0	0	.00	0	.00	0	.00	0
31-11	USDA MANAGE FOREST GRANT	2500	.00	0	15000	12787.20	85	.00	30000	17212.80	43
31-13	FIND BV-C0-20-146 BT RAMP	4546	7785.00	171	22730	26924.00	119	22069.00	50000	1007.00	98
31-14	FIND BV-CO-20-147 DREDGIN	5454	8428.90	155	27270	24720.80	91	25027.20	60000	10252.00	83
31-33	EMPLOYEE HEALTH CENTER	16602	9096.88	55	99612	69326.65	70	128628.35	199238	1283.00	99

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
31 **	PROFESSIONAL SERVICES	120636	120722.86	100	693731	524651.48	76	671295.73	1419688	223740.79	84
32-00	ACCOUNTING & AUDITING	6833	30000.00	439	40998	60000.00	146	12000.00	82000	10000.00	88
32 **	ACCOUNTING & AUDITING	6833	30000.00	439	40998	60000.00	146	12000.00	82000	10000.00	88
34-00	CONTRACT SERVICES	86611	117499.99	136	576197	417169.50	72	501497.98	1081210	162542.52	85
34-02	FDEP-RESILIENCY4190120	0	.00	0	0	.00	0	.00	0	.00	0
34-03	CUSTOMER SERVICE CONTRACT	163833	.00	0	982998	694813.80	71	.00	1966000	1271186.20	35
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	18466	12735.83	69	110796	79194.92	72	143817.34	221600	1412.26-	101
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	268910	130235.82	48	1669991	1191178.22	71	645315.32	3268810	1432316.46	56
39-00	CONTINGENCY	16421	.00	0	129720	.00	0	.00	228258	228258.00	0
39-01	EMS RESTRICTED	0	.00	0	0	.00	0	.00	0	.00	0
39-10	RESERVE CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	4447	.00	0	17788	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	20868	.00	0	147508	.00	0	.00	228258	228258.00	0
40-00	TRAVEL & PER DIEM	7168	3440.82	48	44330	4277.75	10	.00	87430	83152.25	5
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	7168	3440.82	48	44330	4277.75	10	.00	87430	83152.25	5
41-00	COMMUNICATION	13361	11024.65	83	83466	72387.61	87	79192.27	163688	12108.12	93
41 **	COMMUNICATION	13361	11024.65	83	83466	72387.61	87	79192.27	163688	12108.12	93
42-00	POSTAGE & FREIGHT	35270	30929.81	88	217968	173574.57	80	230670.03	428904	24659.40	94
42 **	POSTAGE & FREIGHT	35270	30929.81	88	217968	173574.57	80	230670.03	428904	24659.40	94
43-00	ELECTRIC/WATER/SEWER	65538	48022.43	73	393228	244612.73	62	433420.68	786484	108450.59	86
43 **	ELECTRIC/WATER/SEWER	65538	48022.43	73	393228	244612.73	62	433420.68	786484	108450.59	86

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
44-00	RENTALS AND LEASES	11550	5136.75	45	69301	102740.92	148	26419.93	138649	9488.15	93
44 **	RENTALS AND LEASES	11550	5136.75	45	69301	102740.92	148	26419.93	138649	9488.15	93
45-00	INSURANCE	47418	401.15-	1-	284594	247056.17	87	.00	569154	322097.83	43
45 **	INSURANCE	47418	401.15-	1-	284594	247056.17	87	.00	569154	322097.83	43
46-00	REPAIRS & MAINTENANCE	39075	38432.06	98	432979	276956.82	64	110655.48	588183	200570.70	66
46-02	REPAIR/MAINT BUILDING	21891	14972.77	68	131346	64302.00	49	45086.08	262701	153312.92	42
46-03	REPAIR/MAINT-VEHICLES	12137	25692.69	212	202674	126015.24	62	850.00	275556	148690.76	46
46-05	HYDRANT FEES	19246	19210.38	100	115476	115262.28	100	.00	230960	115697.72	50
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	92349	98307.90	107	882475	582536.34	66	156591.56	1357400	618272.10	55
47-00	PRINTING & BINDING	12269	7470.82	61	81341	51477.55	63	88466.59	168419	28474.86	83
47 **	PRINTING & BINDING	12269	7470.82	61	81341	51477.55	63	88466.59	168419	28474.86	83
48-00	PROMOTIONAL ACTIVITIES	3845	3436.76	89	43103	22208.09	52	.00	66225	44016.91	34
48-11	BUSINESS ASSIST. PROGRAM	833	.00	0	4998	.00	0	.00	10000	10000.00	0
48 **	PROMOTIONAL ACTIVITIES	4678	3436.76	74	48101	22208.09	46	.00	76225	54016.91	29
49-00	OTHER CHARGES & OBLIG.	18790	3845.52	21	134871	72726.21	54	138919.47	246034	34388.32	86
49-02	ADVERTISING	231	.00	0	939	1345.00	143	.00	2345	1000.00	57
49-05	BROWNFIELDS REDEV PROG	0	.00	0	0	.00	0	.00	0	.00	0
49-06	BROWNFIELD PROG CITY COST	416	.00	0	2496	.00	0	.00	5000	5000.00	0
49-07	BAD DEBT EXPENSE	0	4077.75-	0	0	25360.41-	0	.00	0	25360.41	0
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-21	PD INVESTIGATIVE FUNDS	1110	10000.00	901	8328	10000.00	120	.00	15000	5000.00	67
49 **	OTHER CHARGES & OBLIG.	20547	9767.77	48	146634	58710.80	40	138919.47	268379	70748.73	74

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
51-00	OFFICE SUPPLIES	3492	2481.64	71	21012	9974.89	48	.00	42073	32098.11	24
51 **	OFFICE SUPPLIES	3492	2481.64	71	21012	9974.89	48	.00	42073	32098.11	24
52-00	OPERATING SUPPLIES	59082	47224.92	80	348229	467797.91	134	97922.45	705602	139881.64	80
52-02	UNIFORMS	2811	3068.62	109	16866	9742.06	58	14379.14	33750	9628.80	72
52-05	EMS 1st RESP-CONSUM SUPP	3803	4033.59	106	22818	18801.54	82	21690.33	45640	5148.13	89
52-07	JANITORIAL SUPPLIES	3072	2633.14	86	18432	12981.57	70	.00	36886	23904.43	35
52-10	HEATING FUEL	247	454.61	184	1482	1415.75	96	1552.25	2968	.00	100
52-11	JAG GRANT	0	.00	0	0	.00	0	.00	0	.00	0
52-12	BULLETPROOF VEST GRANT	129-	.00	0	770	3513.00	456	.00	0	3513.00-	0
52-13	VOCA GRANT	0	.00	0	0	.00	0	.00	0	.00	0
52-14	JAG 2020-DJ-BX-0410	1385	276.78	20	8310	276.78	3	22693.72	16617	6353.50-	138
52-22	BULLET PROOF V 2020	3087	2342.00	76	15435	3513.00	23	30447.00	33960	.00	100
52-30	FUEL, OIL, & LUBRICANTS	17400	15189.23	87	102255	68487.34	67	.00	206709	138221.66	33
52-33	EMPLOYEE HEALTH CENTER	8379	1108.54	13	50274	20675.08	41	79872.92	100548	.00	100
52 **	OPERATING SUPPLIES	99137	76331.43	77	584871	607204.03	104	268557.81	1182680	306918.16	74
53-00	ROAD MATERIALS/SUPPLIES	2333	.00	0	13998	12682.83	91	5529.32	28000	9787.85	65
53 **	ROAD MATERIALS/SUPPLIES	2333	.00	0	13998	12682.83	91	5529.32	28000	9787.85	65
54-00	MEMBERSHIP/PUBLICATIONS	4775	3834.45	80	39130	38570.41	99	400.00-	67864	29693.59	56
54 **	MEMBERSHIP/PUBLICATIONS	4775	3834.45	80	39130	38570.41	99	400.00-	67864	29693.59	56
55-00	TRAINING	9786	9544.00	98	66719	29257.67	44	500.00	121848	92090.33	24
55-01	EDA PROGRAM	833	.00	0	4998	3812.00	76	.00	10000	6188.00	38
55 **	TRAINING	10619	9544.00	90	71717	33069.67	46	500.00	131848	98278.33	26
56-15	IT-RELATED OPERATING EXP	169863	33882.32	20	1078802	449738.89	42	49221.81	2107682	1608721.30	24
56-16	EMS DATA COLLECTION-BEMO	1155	.00	0	6930	.00	0	13865.00	13865	.00	100
56 **	TECHNOLOGY SYSTEMS	171018	33882.32	20	1085732	449738.89	41	63086.81	2121547	1608721.30	24

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0
58-98	EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
58-99	OTHER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
58 **	WORK ORDER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	36452	9540.95	26	207260	317202.50	153	93126.54	425985	15655.96	96
63-04	FDOT LAP 2020-SIDEWALKS	705	.00	0	3525	78150.62-	2217-	81498.99	7750	4401.63	43
63 **	INFRASTRUCTURE	37157	9540.95	26	210785	239051.88	113	174625.53	433735	20057.59	95
64-00	MACHINERY AND EQUIPMENT	70618	16654.54	24	380876	166162.58	44	497473.90	804602	140965.52	83
64-01	BC EMS GRANT 2020 AWARD	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	5613	.00	0	22452	.00	0	.00	56127	56127.00	0
64-16	FIREHOUSE SUBS-EXTRAC EQ	2765	.00	0	16590	33180.00	200	.00	33180	.00	100
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	78996	16654.54	21	419918	199342.58	48	497473.90	893909	197092.52	78
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	81546	.00	0	489276	978561.00	200	.00	978560	1.00-	100
81 **	AIDS TO GOVT AGENCY	81546	.00	0	489276	978561.00	200	.00	978560	1.00-	100
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID PRIVATE ORGANIZATION	0	.00	0	0	.00	0	.00	0	.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	10710	.00	0	35928	85000.00	237	.00	100200	15200.00	85
83-10	CARES CRF #107-2020	6082	.00	0	18246	54802.45	300	.00	54741	61.45-	100
83 **	OTHER GRANTS & AIDS	16792	.00	0	54174	139802.45	258	.00	154941	15138.55	90
91-03	CDBG (103)	371	.00	0	1855	4084.00	220	.00	4083	1.00-	100
91-04	BC HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-07	BUILDING PERMITS	27237	.00	0	163422	326846.00	200	.00	326846	.00	100
91-08	SEC 108 LOAN GUARANTEE	0	.00	0	0	.00	0	.00	0	.00	0
91-10	CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	DIAMOND SQUARE (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	US 1 CORRIDOR (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TRANSFER TO DEBT SVC 201	145475	.00	0	872850	727891.65	83	.00	1745706	1017814.35	42
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-32	CP 302 RVRFRNT/LEEWNR PK	0	.00	0	0	.00	0	.00	0	.00	0
91-33	CP 303 FISKE BV CMPLT STR	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	173083	.00	0	1038127	1058821.65	102	.00	2076635	1017813.35	51
FUND 001	TOTAL *********										
	GENERAL FUND	3461750	2351981.91	68	21193003	17769275.48	84	3493446.95	42158278	20895555.57	50
GRAND	TOTAL *********										
		3461750	2351981.91	68	21193003	17769275.48	84	3493446.95	42158278	20895555.57	50



FY 2021 Budget by Classification Report - Summary Listing

3/31/2021

Target for March 2021 is 50%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 66,526,376		$ 31,883,178	$ 34,643,198	48%
INTERGOVERNMENTAL/GRANTS	$ -		$ -	$ -	0%
MISCELLANEOUS	$ 93,078		$ 62,663	$ 30,415	67%
OTHER SOURCES (NON-REVENUE)	$ 10,898,489		$ 118,122	$ 10,780,367	1%
REVENUE TOTALS	**$ 77,517,943**	**-**	**$ 32,063,963**	**$ 45,453,980**	**41%**
EXPENSE					
SALARIES AND BENEFITS	$ 17,169,162	$ -	$ 6,702,011	$ 10,467,151	39%
OPERATING EXPENDITURES	$ 28,742,584	$ 6,159,423	$ 10,534,707	$ 12,048,454	58%
CAPITAL OUTLAY	$ 3,177,349	$ 1,594,942	$ 512,639	$ 1,069,768	66%
GRANTS, AIDS AND OTHER	$ 28,428,850	$ -	$ 18,219,743	$ 10,209,107	64%
EXPENSE TOTALS	**$ 77,517,943**	**$ 7,754,365**	**$ 35,969,100**	**$ 33,794,480**	56%
REVENUE TOTALS	**$ 77,517,943**	**$ -**	**$ 32,063,963**	**$ 45,453,980**	**41%**
EXPENSE TOTALS	**$ 77,517,943**	**$ 7,754,365**	**$ 35,969,100**	**$ 33,794,480**	**56%**
	$ -	**$ (7,754,365)**	**$ (3,905,137)**	**$ 11,659,500**	

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320		OTHER PERMITS & FEES								
324		IMPACT FEES								
03	*	IMPACT FEES - RETAIL BLDG	0	.00		0	.00		0	.00
324	**	IMPACT FEES	0	.00		0	.00		0	.00
320	***	OTHER PERMITS & FEES	0	.00		0	.00		0	.00
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
334		STATE GRANT								
334	**	STATE GRANT	0	.00		0	.00		0	.00
337		GRANTS FROM LOCAL UNITS								
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
31	00	WATER SALES	4,711,112	4,438,709.48	94	28,266,672	26,342,083.89	93	56,533,349	30,191,265.11
33	00	WATER CONNECTION FEE	44,592	54,241.02	122	267,552	266,899.42	100	535,105	268,205.58
33	*	WATER CONNECTION FEE	44,592	54,241.02	122	267,552	266,899.42	100	535,105	268,205.58
36	00	WATER HYDRANT FEES	249,222	300,314.82	121	1,495,332	1,811,281.28	121	2,990,667	1,179,385.72
39	06	HYDRANT RESID FLOW TEST	133	700.00	526	798	4,300.00	539	1,600	2,700.00-
39	07	BACKFLOW DEVICE TEST	12,083	17,895.65	148	72,498	106,939.22	148	145,000	38,060.78
39	08	JUMPER METERS	58	300.00	517	348	950.00	273	700	250.00-
39	09	PLAN REVIEW/CONST INSPECT	1,000	5,000.00	500	6,000	19,500.00	325	12,000	7,500.00-
39	10	BACKFLOW PRV/RLCT TEMP	41	55.42	135	246	632.52	257	500	132.52-
39	*	WATER OTHER INCOME	13,315	23,951.07	180	79,890	132,321.74	166	159,800	27,478.26
51	00	SEWER SALES	491,570	525,731.40	107	2,949,420	3,132,189.06	106	5,898,843	2,766,653.94
51	*	SEWER SALES	491,570	525,731.40	107	2,949,420	3,132,189.06	106	5,898,843	2,766,653.94
59	01	GREASE TRAP PERMITS	516	717.51	139	3,096	4,221.51	136	6,200	1,978.49
60	00	REUSE WATER SALES	32,951	33,250.91	101	197,706	180,626.34	91	395,412	214,785.66
60	01	REUSE WATER INSTALLATION	583	750.35	129	3,498	13,554.90	388	7,000	6,554.90-
60	*	REUSE WATER SALES	33,534	34,001.26	101	201,204	194,181.24	97	402,412	208,230.76

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
343	**	PHYSICAL ENVIRONMENT	5,543,861	5,377,666.56	97	33,263,166	31,883,178.14	96	66,526,376	34,643,197.86
340	***	CHARGES FOR SERVICES	5,543,861	5,377,666.56	97	33,263,166	31,883,178.14	96	66,526,376	34,643,197.86
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
10	00	INTEREST	1,666	.00		9,996	44,602.60	446	20,000	24,602.60-
10	02	INVESTMENT INTEREST	1,250	45.74	4	7,500	424.77	6	15,000	14,575.23
10	11	INTEREST/CBOS	416	.00		2,496	.00		5,000	5,000.00
10	*	INTEREST	3,332	45.74	1	19,992	45,027.37	225	40,000	5,027.37-
40	*	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361	**	INTEREST & OTHER EARNINGS	3,332	45.74	1	19,992	45,027.37	225	40,000	5,027.37-
362		RENT AND ROYALTIES								
00	00	RENT AND ROYALTIES	108	.00		648	1,300.00	201	1,300	.00
362	**	RENT AND ROYALTIES	108	.00		648	1,300.00	201	1,300	.00
364		DISPOSITION FIXED ASSETS								
364	**	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
365		SALE SURPLUS MTRLS &SCRAP								
00	00	SALE SURPLUS MTRLS &SCRAP	250	1,910.05	764	1,500	4,447.80	297	3,000	1,447.80-
365	**	SALE SURPLUS MTRLS &SCRAP	250	1,910.05	764	1,500	4,447.80	297	3,000	1,447.80-
369		OTHER MISC REVENUES								
90	00	OTHER MISC REVENUES	4,064	3,465.03	85	24,384	11,887.76	49	48,778	36,890.24
90	*	OTHER MISC REVENUES	4,064	3,465.03	85	24,384	11,887.76	49	48,778	36,890.24
369	**	OTHER MISC REVENUES	4,064	3,465.03	85	24,384	11,887.76	49	48,778	36,890.24
360	***	MISCELLANEOUS REVENUES	7,754	5,420.82	70	46,524	62,662.93	135	93,078	30,415.07
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	*	TRANSFER FROM	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
381	**	INTERFUND TRANSFER	0	.00		0	.00		0	.00
383		INSTLMT PURCH/CAP LEASE								
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
81	00	CONTRIBUTION OFFSITE IMP	0	.00		0	48,575.00		0	48,575.00-
82	00	CONTRIBUTION S MAINLAND	0	.00		0	1,775.96		0	1,775.96-
83	00	CONTRIBUTION VIERA	0	.00		0	67,770.86		0	67,770.86-
83	*	CONTRIBUTION VIERA	0	.00		0	67,770.86		0	67,770.86-
99	50	FUND BAL-APPROP. RESERVES	932,601	.00		5,302,883	.00		10,898,489	10,898,489.00
99	*	BALANCE FORWARD	932,601	.00		5,302,883	.00		10,898,489	10,898,489.00
389	**	NON OPERATING SOURCES	932,601	.00		5,302,883	118,121.82	2	10,898,489	10,780,367.18
380	***	OTHER SOURCES(NON-REV)	932,601	.00		5,302,883	118,121.82	2	10,898,489	10,780,367.18
FUND TOTAL		WATER/SEWER FUND	6,484,216	5,383,087.38	83	38,612,573	32,063,962.89	83	77,517,943	45,453,980.11

REPORT SELECTIONS

Fiscal year . . . . . : 2021
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	782468	574574.77	73	4694808	3553851.50	76	.00	9389659	5835807.50	38
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	9323	14431.93	155	49284	114308.19	232	.00	105240	9068.19-	109
12 **	REGULAR SALARIES & WAGES	791791	589006.70	74	4744092	3668159.69	77	.00	9494899	5826739.31	39
13-00	OTHER SALARIES & WAGES	60584	42902.74	71	363504	296058.63	81	.00	727064	431005.37	41
13 **	OTHER SALARIES & WAGES	60584	42902.74	71	363504	296058.63	81	.00	727064	431005.37	41
14-00	OVERTIME	57644	41377.29	72	345864	321815.79	93	.00	691762	369946.21	47
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	57644	41377.29	72	345864	321815.79	93	.00	691762	369946.21	47
15-00	SPECIAL PAY	150	150.00	100	900	900.00	100	.00	1800	900.00	50
15 **	SPECIAL PAY	150	150.00	100	900	900.00	100	.00	1800	900.00	50
20-00	CLOTHING/SHOE ALLOWANCE	1507	455.00	30	11802	18470.00	157	.00	20870	2400.00	89
20 **	CLOTHING/SHOE ALLOWANCE	1507	455.00	30	11802	18470.00	157	.00	20870	2400.00	89
21-00	FICA TAXES	68281	50372.85	74	409176	322300.48	79	.00	818898	496597.52	39
21 **	FICA TAXES	68281	50372.85	74	409176	322300.48	79	.00	818898	496597.52	39
22-00	RETIREMENT CONTRIBUTIONS	97490	72886.91	75	795532	677569.15	85	.00	1388749	711179.85	49
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	97490	72886.91	75	795532	677569.15	85	.00	1388749	711179.85	49
23-00	LIFE/HEALTH INSURANCE	20968	15612.30	75	125808	88702.84	71	.00	251635	162932.16	35
23-02	LIFE/HEALTH RETIREES	14381	18423.18	128	86286	87243.82	101	.00	172579	85335.18	51
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL/RX SELF INSURED	242637	164195.04	68	1455822	926481.99	64	.00	2911682	1985200.01	32
23-05	HEALTH RETIREES 50%	0	.00	0	0	.00	0	.00	0	.00	0
23-06	HEALTH RETIREES 100%	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23 **	LIFE/HEALTH INSURANCE	277986	198230.52	71	1667916	1102428.65	66	.00	3335896	2233467.35	33
24-00	WORKER'S COMPENSATION	44432	35748.10	81	266386	226757.32	85	.00	533024	306266.68	43
24 **	WORKER'S COMPENSATION	44432	35748.10	81	266386	226757.32	85	.00	533024	306266.68	43
25-00	UNEMPLOYMENT COMPENSATION	416	.00	0	2496	4129.77	166	.00	5000	870.23	83
25 **	UNEMPLOYMENT COMPENSATION	416	.00	0	2496	4129.77	166	.00	5000	870.23	83
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	12600	11200.00	89	75600	63421.64	84	.00	151200	87778.36	42
27 **	BENEFIT OFFSET	12600	11200.00	89	75600	63421.64	84	.00	151200	87778.36	42
31-00	PROFESSIONAL SERVICES	166006	41014.80	25	991836	114378.49	12	82965.92	1987882	1790537.59	10
31-01	LEGAL EXPENSES	45636	9850.30	22	273596	55782.19	20	31639.19	547421	459999.62	16
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	134209	207467.18	155	802401	396603.11	49	1282245.42	1607667	71181.53-	104
31-33	EMPLOYEE HEALTH CENTER	11865	6543.38	55	71190	49866.62	70	92522.38	142389	.00	100
31 **	PROFESSIONAL SERVICES	357716	264875.66	74	2139023	616630.41	29	1489372.91	4285359	2179355.68	49
32-00	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
32 **	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
34-00	CONTRACT SERVICES	103303	44279.59	43	619525	136987.36	22	299137.88	1239377	803251.76	35
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	548813	548814.00	100	3292878	3292884.00	100	.00	6585764	3292880.00	50
34 **	CONTRACT SERVICES	652116	593093.59	91	3912403	3429871.36	88	299137.88	7825141	4096131.76	48
39-00	CONTINGENCY	4690	.00	0	287024	.00	0	.00	315170	315170.00	0
39-02	BOND RESERVE	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	4690	.00	0	287024	.00	0	.00	315170	315170.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
40-00	TRAVEL AND PER DIEM	1440	639.96	44	8640	2080.96	24	.00	17308	15227.04	12
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL AND PER DIEM	1440	639.96	44	8640	2080.96	24	.00	17308	15227.04	12
41-00	COMMUNICATION	17926	12884.72	72	102999	109118.25	106	82272.95	210577	19185.80	91
41 **	COMMUNICATION	17926	12884.72	72	102999	109118.25	106	82272.95	210577	19185.80	91
42-00	FREIGHT & POSTAGE SERVICE	2038	395.73	19	12228	1107.95	9	.00	24490	23382.05	5
42 **	FREIGHT & POSTAGE SERVICE	2038	395.73	19	12228	1107.95	9	.00	24490	23382.05	5
43-00	ELECTRIC/WATER/SEWER	203200	133667.35	66	1219200	661638.85	54	1313920.28	2438430	462870.87	81
43 **	ELECTRIC/WATER/SEWER	203200	133667.35	66	1219200	661638.85	54	1313920.28	2438430	462870.87	81
44-00	RENTAL AND LEASES	3519	400.00	11	21114	7925.49	38	2400.00	42250	31924.51	24
44 **	RENTAL AND LEASES	3519	400.00	11	21114	7925.49	38	2400.00	42250	31924.51	24
45-00	INSURANCE	38000	.00	0	326022	266559.15	82	.00	557551	290991.85	48
45 **	INSURANCE	38000	.00	0	326022	266559.15	82	.00	557551	290991.85	48
46-00	REPAIRS & MAINTENANCE	597223	754298.60	126	3484758	2745282.68	79	741057.62	7068117	3581776.70	49
46-02	REPAIR/MAINT BUILDING	22794	6313.02	28	150677	15446.23	10	6021.00	287465	265997.77	8
46-03	REPAIR/MAINT-VEHICLES	20267	17082.92	84	121602	62931.71	52	18500.00	243232	161800.29	34
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	640284	777694.54	122	3757037	2823660.62	75	765578.62	7598814	4009574.76	47
47-00	PRINTING & BINDING	603	1104.00	183	3618	4190.20	116	.00	7280	3089.80	58
47 **	PRINTING & BINDING	603	1104.00	183	3618	4190.20	116	.00	7280	3089.80	58
48-00	PROMOTIONAL ACTIVITIES	1666	.00	0	9996	1300.00	13	.00	20000	18700.00	7
48 **	PROMOTIONAL ACTIVITIES	1666	.00	0	9996	1300.00	13	.00	20000	18700.00	7
49-00	OTHER CHARGES & OBLIG.	4848	13626.07	281	23721	48732.82	205	1200.00	52850	2917.18	95
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	4946.82-	0	0	35580.74-	0	.00	0	35580.74	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-08	CASH OVER & UNDER	0	59.86-	0	0	34.01	0	.00	0	34.01-	0
49-09	DOCUMENT RECORDING CHGS	250	790.00-	316-	1500	3710.00-	247-	.00	3000	6710.00	124-
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	5098	7829.39	154	25221	9476.09	38	1200.00	55850	45173.91	19
51-00	OFFICE SUPPLIES	1813	903.15	50	10878	4112.58	38	.00	21802	17689.42	19
51 **	OFFICE SUPPLIES	1813	903.15	50	10878	4112.58	38	.00	21802	17689.42	19
52-00	OPERATING SUPPLIES	52815	117288.18	222	308366	392640.84	127	121020.69	625301	111639.47	82
52-07	JANITORIAL SUPPLIES	769	376.35	49	4614	1663.75	36	.00	9240	7576.25	18
52-09	CHEMICALS	317982	313691.60	99	1907892	1863400.00	98	1891374.49	3815792	61017.51	98
52-30	FUEL OIL & LUBRICANTS	25618	18628.16	73	153708	64730.70	42	67757.29	307446	174958.01	43
52-33	EMPLOYEE HEALTH CENTER	6027	797.39	13	36162	14871.53	41	57452.47	72324	.00	100
52 **	OPERATING SUPPLIES	403211	450781.68	112	2410742	2337306.82	97	2137604.94	4830103	355191.24	93
53-00	ROAD MATERIALS/SUPPLIES	2498	861.90	35	14988	1001.20	7	19453.98	30000	9544.82	68
53 **	ROAD MATERIALS/SUPPLIES	2498	861.90	35	14988	1001.20	7	19453.98	30000	9544.82	68
54-00	MEMBERSHIP/PUBLICATIONS	3241	1053.53	33	19446	34303.49	176	.00	38923	4619.51	88
54 **	MEMBERSHIP/PUBLICATIONS	3241	1053.53	33	19446	34303.49	176	.00	38923	4619.51	88
55-00	TRAINING	8238	2027.53	25	48930	11628.06	24	8450.00	98399	78320.94	20
55-01	EDA PROGRAM	0	.00	0	0	.00	0	.00	0	.00	0
55 **	TRAINING	8238	2027.53	25	48930	11628.06	24	8450.00	98399	78320.94	20
56-00	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	24883	11346.74	46	179982	212795.66	118	40031.01	325137	72310.33	78
56 **	TECHNOLOGY SYSTEMS	24883	11346.74	46	179982	212795.66	118	40031.01	325137	72310.33	78
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE****** BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	204802	36205.00	18	899343	191128.70	21	1075233.60	2128185	861822.70	60
63-06	FDEM H0477 LS#1	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	204802	36205.00	18	899343	191128.70	21	1075233.60	2128185	861822.70	60
64-00	MACHINERY & EQUIPMENT	77817	15525.80	20	442241	321510.64	73	519708.00	909164	67945.36	93
64-15	IT HARDWARE	11043	.00	0	69246	.00	0	.00	140000	140000.00	0
64 **	MACHINERY & EQUIPMENT	88860	15525.80	18	511487	321510.64	63	519708.00	1049164	207945.36	80
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	PROPRIETARY FUNDS ONLY	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
71-20	SERIES 2020	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-20	W/S SERIES 2020	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SERVICE COST	0	.00	0	75000	71200.00	95	.00	75000	3800.00	95
73 **	OTHER DEBT SERVICE COST	0	.00	0	75000	71200.00	95	.00	75000	3800.00	95
82-00	AID TO PRIVATE ORGANIZAT	100	.00	0	600	.00	0	.00	1200	1200.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	100	.00	0	600	.00	0	.00	1200	1200.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-01	TRANSFER TO GEN FUND 001	661062	.00	0	3935781	3254328.35	83	.00	7902158	4647829.65	41
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-24	RENEWAL & REPLACE 424	961589	.00	0	5746954	11484879.00	200	.00	11516494	31615.00	100
91-25	TO RESTRICTED ASSET 425	629917	.00	0	3779502	2836421.44	75	.00	7559005	4722583.56	38
91-26	WS CPTL PROJ 2018B 426	0	.00	0	0	.00	0	.00	0	.00	0
91-27	TO TCR/SJR PROJECT 427	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-42	IMPACT FEES FUND 424	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	2252568	.00	0	13462237	17575628.79	131	.00	26977657	9402028.21	65
95-01	6% ILO FRANCHISE FEE	114582	.00	0	687492	572913.75	83	.00	1374993	802079.25	42
95 **	NONOPERATING	114582	.00	0	687492	572913.75	83	.00	1374993	802079.25	42
FUND 421	TOTAL ********* WATER/SEWER FUND	6445973	3353620.38	52	38828918	35969100.14	93	7754364.17	77517945	33794480.69	56
GRAND	TOTAL *********	6445973	3353620.38	52	38828918	35969100.14	93	7754364.17	77517945	33794480.69	56

FY 2021 Budget by Classification Report - Summary Listing

3/31/2021

Target for March 2021 is 50%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
*STORMWATER ASSESSMENT	$ 1,811,269		$ 1,582,474	$ 228,795	87%
CHARGES FOR SERVICES	$ -		$ (790)	$ 790	100%
INTERGOVERNMENTAL/GRANT				$ -	0%
MISCELLANEOUS	$ -		$ 2,958	$ (2,958)	100%
OTHER SOURCES (NON-REVENUE)	$ 138,277		$ -	$ 138,277	0%
REVENUE TOTALS	**$ 1,949,546**	**-**	**$ 1,584,642**	**$ 364,904**	**81%**
EXPENSE					
SALARIES AND BENEFITS	$ 576,104	$ -	$ 237,090	$ 339,014	41%
OPERATING EXPENDITURES	$ 811,358	$ 49,055	$ 283,229	$ 479,074	41%
CAPITAL OUTLAY	$ 562,084	$ 274,335	$ 79,657	$ 208,092	63%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	
EXPENSE TOTALS	**$ 1,949,546**	**$ 323,390**	**$ 599,976**	**$ 1,026,180**	**47%**
REVENUE TOTALS	**$ 1,949,546**	**$ -**	**$ 1,584,642**	**$ 364,904**	**81%**
EXPENSE TOTALS	**$ 1,949,546**	**$ 323,390**	**$ 599,976**	**$ 1,026,180**	**47%**
	$ -	**$ (323,390)**	**$ 984,666**	**$ (661,276)**	

*Stormwater Assessment Revenues come in November-March

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320		OTHER PERMITS & FEES								
325		SPECIAL ASSESSMENT								
	23 01	CHARGES FOR PUBLIC SVCS	0	40,349.92		1,661,269	1,582,428.09	95	1,661,269	78,840.91
	23 03	PENALTIES	0	.00		0	45.99		0	45.99-
	23 04	TAX CERTIFICATES	0	.00		0	.00		150,000	150,000.00
	23 *	STORMWATER	0	40,349.92		1,661,269	1,582,474.08	95	1,811,269	228,794.92
325	**	SPECIAL ASSESSMENT	0	40,349.92		1,661,269	1,582,474.08	95	1,811,269	228,794.92
320	***	OTHER PERMITS & FEES	0	40,349.92		1,661,269	1,582,474.08	95	1,811,269	228,794.92
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
338		SHARED REVENUE LOCAL UNIT								
338	**	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
	91 00	STORMWATER FEES	0	14.28		0	790.33-		0	790.33
	91 *	STORMWATER FEES	0	14.28		0	790.33-		0	790.33
343	**	PHYSICAL ENVIRONMENT	0	14.28		0	790.33-		0	790.33
340	***	CHARGES FOR SERVICES	0	14.28		0	790.33-		0	790.33
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
	10 00	INTEREST	0	.00		0	2,954.92		0	2,954.92-
	10 10	SBA	0	.45		0	3.86		0	3.86-
	10 *	INTEREST	0	.45		0	2,958.78		0	2,958.78-
	40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361	**	INTEREST & OTHER EARNINGS	0	.45		0	2,958.78		0	2,958.78-
364		DISPOSITION FIXED ASSETS								

FUND 423 STORMWATER UTILITY

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360		MISCELLANEOUS REVENUES								
364		DISPOSITION FIXED ASSETS								
364	**	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
369		OTHER MISC REVENUES								
369	**	OTHER MISC REVENUES	0	.00		0	.00		0	.00
360	***	MISCELLANEOUS REVENUES	0	.45		0	2,958.78		0	2,958.78-
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	*	TRANSFER FROM	0	.00		0	.00		0	.00
381	**	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
99	50	FUND BAL-APPROP. RESERVES	13,828	.00		55,312	.00		138,277	138,277.00
99	*	BALANCE FORWARD	13,828	.00		55,312	.00		138,277	138,277.00
389	**	NON OPERATING SOURCES	13,828	.00		55,312	.00		138,277	138,277.00
380	***	OTHER SOURCES(NON-REV)	13,828	.00		55,312	.00		138,277	138,277.00
FUND TOTAL		STORMWATER UTILITY	13,828	40,364.65	292	1,716,581	1,584,642.53	92	1,949,546	364,903.47

REPORT SELECTIONS

Fiscal year . . . . . : 2021
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	28787	23136.19	80	172722	144856.36	84	.00	345447	200590.64	42
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	209	.00	0	1045	2403.27	230	.00	2304	99.27-	104
12 **	REGULAR SALARIES & WAGES	28996	23136.19	80	173767	147259.63	85	.00	347751	200491.37	42
13-00	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
13 **	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
14-00	OVERTIME	278	320.50	115	1668	2675.49	160	.00	3341	665.51	80
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	278	320.50	115	1668	2675.49	160	.00	3341	665.51	80
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	50	.00	0	300	600.00	200	.00	600	.00	100
20 **	CLOTHING/SHOE ALLOWANCE	50	.00	0	300	600.00	200	.00	600	.00	100
21-00	FICA TAXES	2206	1753.13	80	13220	11299.24	86	.00	26461	15161.76	43
21 **	FICA TAXES	2206	1753.13	80	13220	11299.24	86	.00	26461	15161.76	43
22-00	RETIREMENT CONTRIBUTIONS	2902	2345.67	81	17409	14795.34	85	.00	34837	20041.66	43
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	2902	2345.67	81	17409	14795.34	85	.00	34837	20041.66	43
23-00	LIFE/HEALTH INSURANCE	624	504.86	81	3744	2631.17	70	.00	7488	4856.83	35
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL/RX SELF INSURED	8475	5923.16	70	50850	33192.08	65	.00	101710	68517.92	33
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	9099	6428.02	71	54594	35823.25	66	.00	109198	73374.75	33
24-00	WORKER'S COMPENSATION	4094	3538.75	86	24543	22395.63	91	.00	49116	26720.37	46
24 **	WORKER'S COMPENSATION	4094	3538.75	86	24543	22395.63	91	.00	49116	26720.37	46

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	400	400.00	100	2400	2241.56	93	.00	4800	2558.44	47
27 **	BENEFIT OFFSET	400	400.00	100	2400	2241.56	93	.00	4800	2558.44	47
31-00	PROFESSIONAL SERVICES	8051	3147.03	39	50091	12915.42	26	14595.43	98401	70890.15	28
31-01	LEGAL EXPENSES	41	.00	0	246	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	579	319.19	55	3474	2432.52	70	4513.48	6946	.00	100
31 **	PROFESSIONAL SERVICES	8671	3466.22	40	53811	15347.94	29	19108.91	105847	71390.15	33
34-00	CONTRACT SERVICES	4214	.00	0	19688	32361.18	164	4359.49	44979	8258.33	82
34-10	COST OF GENERAL FUND SVCS	14597	14897.00	102	93178	89382.00	96	.00	180770	91388.00	49
34 **	CONTRACT SERVICES	18811	14897.00	79	112866	121743.18	108	4359.49	225749	99646.33	56
39-00	CONTINGENCY	19088	.00	0	118602	.00	0	.00	233133	233133.00	0
39 **	CONTINGENCY	19088	.00	0	118602	.00	0	.00	233133	233133.00	0
40-00	TRAVEL & PER DIEM	237	.00	0	1422	.00	0	.00	2850	2850.00	0
40 **	TRAVEL & PER DIEM	237	.00	0	1422	.00	0	.00	2850	2850.00	0
41-00	COMMUNICATION	186	160.53	86	1116	950.31	85	1281.69	2232	.00	100
41 **	COMMUNICATION	186	160.53	86	1116	950.31	85	1281.69	2232	.00	100
42-00	POSTAGE & FREIGHT	41	.00	0	246	104.53	43	.00	500	395.47	21
42 **	POSTAGE & FREIGHT	41	.00	0	246	104.53	43	.00	500	395.47	21
43-00	ELECTRIC/WATER/SEWER	1520	883.69	58	9120	4652.17	51	11209.59	18240	2378.24	87
43 **	ELECTRIC/WATER/SEWER	1520	883.69	58	9120	4652.17	51	11209.59	18240	2378.24	87
44-00	RENTALS AND LEASES	208	.00	0	1248	250.00	20	.00	2500	2250.00	10
44 **	RENTALS AND LEASES	208	.00	0	1248	250.00	20	.00	2500	2250.00	10
45-00	INSURANCE	819	.00	0	4914	5754.04	117	.00	9828	4073.96	59
45 **	INSURANCE	819	.00	0	4914	5754.04	117	.00	9828	4073.96	59

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-00	REPAIRS & MAINTENANCE	11874	11456.39	97	62828	114400.48	182	9570.39	134076	10105.13	93
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	3700	3899.70	105	22200	11846.07	53	.00	44400	32553.93	27
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	15574	15356.09	99	85028	126246.55	149	9570.39	178476	42659.06	76
47-00	PRINTING & BINDING	83	.00	0	498	.00	0	.00	1000	1000.00	0
47 **	PRINTING & BINDING	83	.00	0	498	.00	0	.00	1000	1000.00	0
49-00	OTHER CHARGES & OBLIG.	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	23.28-	0	0	1180.69-	0	.00	0	1180.69	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	0	23.28-	0	0	1180.69-	0	.00	0	1180.69	0
51-00	OFFICE SUPPLIES	41	74.78	182	246	105.76	43	.00	500	394.24	21
51 **	OFFICE SUPPLIES	41	74.78	182	246	105.76	43	.00	500	394.24	21
52-00	OPERATING SUPPLIES	1062	732.31	69	6372	2808.08	44	952.63	12751	8990.29	30
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	602	1314.30	218	3612	4466.77	124	.00	7224	2757.23	62
52-33	EMPLOYEE HEALTH CENTER	294	38.87	13	1764	725.44	41	2802.56	3528	.00	100
52 **	OPERATING SUPPLIES	1958	2085.48	107	11748	8000.29	68	3755.19	23503	11747.52	50
53-00	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
53 **	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
54-00	MEMBERSHIP/PUBLICATIONS	62	.00	0	372	165.00	44	.00	750	585.00	22
54 **	MEMBERSHIP/PUBLICATIONS	62	.00	0	372	165.00	44	.00	750	585.00	22
55-00	TRAINING	312	.00	0	1872	859.50	46	.00	3750	2890.50	23
55 **	TRAINING	312	.00	0	1872	859.50	46	.00	3750	2890.50	23
56-15	IT-RELATED OPERATING EXP	357	230.00	64	357	230.00	64	230.00-	2500	2500.00	0

FUND 423 STORMWATER UTILITY ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
56 **	TECHNOLOGY SYSTEMS	357	230.00	64	357	230.00	64	230.00-	2500	2500.00	0
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	28431	71578.00	252	165945	79656.50	48	54762.67	336534	202114.83	40
63 **	INFRASTRUCTURE	28431	71578.00	252	165945	79656.50	48	54762.67	336534	202114.83	40
64-00	MACHINERY & EQUIPMENT	19074	.00	0	111106	.00	0	219572.50	225550	5977.50	97
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	19074	.00	0	111106	.00	0	219572.50	225550	5977.50	97
69-99	PROPRIETARY FUND	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
91-01	TRANSFER TO GEN FUND 001	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
FUND 423	TOTAL *********										
	STORMWATER UTILITY	163498	146630.77	90	968418	599975.22	62	323390.43	1949546	1026180.35	47
GRAND	TOTAL *********										
		163498	146630.77	90	968418	599975.22	62	323390.43	1949546	1026180.35	47