City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, April 26, 2022

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 22-224 Approve the Agenda for the Regular meeting of April 26, 2022, as presented or with amendments.

Attachments: 04-26-2022 Short Agenda ADA.pdf

MINUTES:

II.2(a) 22-225 Approve the Minutes for the Budget Priorities & Goal Setting Workshop held on March 15, 2022, as written or with amendments.

Attachments: 03-15-2022 Minutes.pdf
EXHIBIT A: Endeavor Elementary School handout.pdf
EXHIBIT B: Budget Priorities & Goal Setting Workshop Presentation.pdf
EXHIBIT C: City of Cocoa Fire Rescue Demographic Data 2018-2022.pdf
EXHIBIT D: Petition submitted by Councilmember Dyal.pdf
Staff Report
Staff Report

II.2(b) 22-226 Approve the Minutes for the Regular City Council Meeting held on March 22, 2022, as written or with amendments.

Attachments: 03-22-2022 Minutes ADA.pdf
EXHIBIT A: Audit Report Presentation.pdf

III. AWARDS AND PRESENTATIONS:

III.1 22-227 Presentation of a Certificate of Completion to Councilmember Goins for the completion of the Florida League of Cities Leadership Academy I, that was attended March 11-12, 2022.

Attachments: Leadership Academy Certificate & Letter.pdf

III.2 22-228 Proclamation: Presentation for "K-9 Bear's Official Retirement".

Attachments: Proclamation: K-9 Bear's Official Retirement.pdf

III.3 22-229 Proclamation: Presentation to "Augusta Williams, Jr. for his contributions during National Poetry Month".

Attachments: Proclamation: Augusta Williams, Jr.pdf

III.4 22-240 Proclamation: Proclaiming the Week of May 1-7, 2022 as "Drinking Water Week."

Attachments: Drinking Water Week.pdf

III.5 22-243 Presentation: Winning photos from the Tree Photo Contest and promote Arbor Day.

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 22-144 Council Approval to Accept the Donation of K-9 Vests with the Value of $1,423.52, from Space Coast Police K-9 Foundation. Approve a Resolution Amending the FY 2022 Budget, BAF#22-068-A to Account for the Donated K-9 Vests.

Attachments: Budget Resolution FY 2022- ADA Compliant.docx

Donation to CPD K9 Unit.pdf

BAF 22-068-A-PD-K9 Officer Vests (4-26-22) Agenda 22-144.pdf

V.2 22-168 Request Council to award ITB 22-09-COC to ALGAT Enterprises, Inc. in the amount of $57,777 to rehabilitate the Property at 1219 Duke Way, Cocoa, FL 32922. Approve a Budget Resolution, Amending the FY2022 Budget, BAF# 22-077-A, in the amount of $3,000. Approve a Resolution to allow for the rehab project to exceed the maximum assistance of $49,999 as per the City's Housing Policy; and authorize the City Manager to sign the construction agreement, issue the purchase order and approve any change orders with project contingency, not to exceed $3,000.

Attachments:
- Bid Tabulation Sheet B-22-09-COC.pdf
- Resolution - 1219 Duke Way.doc
- Budget Resolution FY 2022- ADA Compliant.docx
- BAF 22-077-A-CD-Duke Way Rehab (4-26-22) Agenda 22-168.pdf

V.3 22-188 Approve the Second and Final Amendment to Purchase Agreement to RFQ-18-10-COC, Continuing Services Agreement with Carollo Engineers, Inc., for Engineering Services for Wastewater Collection, Treatment, and Disposal Systems.

Attachments:
- 07_24_18_ Continuing Services Agreement.pdf
- 1st Amendment to RFQ 18-10-COC.pdf
- 2nd Amendment to RFQ 18-10-COC.pdf
- Carollo COI Exp 7-4-22.pdf

V.4 22-222 Approve a Resolution Amending the Fiscal Year 2022 Budget, BAF# 22-075-A, in the amount of $42,920 for the purchase of a Ford F-150 Truck and three Tough Book Computers for the Building Division.

Attachments:
- Budget Resolution FY 2022- ADA Compliant.docx
- Empire Quote.pdf
- Email 4-14-22.pdf
- ToughBook Computer Service Request (CSR).pdf
- BAF 22-075-A-CD-F150 and Toughbooks (4-26-22) Agenda 22-222.pdf

V.5 22-223 Approve Task Order in the amount of $66,860.00 to Mead & Hunt for Engineer of Record (EOR) support services for the construction of the Fiske Blvd. and Broadmoor Acres Drainage Improvements Project. Approve a Resolution Amending the FY22 Budget, BAF# 22-076-T.

Attachments:
- AGREEMENT.pdf
- COI.pdf
- Mead &Hunt EOR Svcs Fiske & Broadmoor Scope Rev $66868.00.pdf
- TO-MEAD & HUNT 2022-26 $66,860.00 - PW.pdf
- TRACK SHEET.pdf
- Budget Resolution FY 2022- ADA Compliant.docx
- BAF 22-076-T-SW-Fiske-Broadmoor Drainage (4-26-22) Agenda 22-223.pdf

MULTI-YEAR CONTRACTS:

V.6 (B) 22-191 To Approve Participation in a Multi-Year Cooperative Purchase Agreement with VacVision Environmental LLC (A Vortex Company) for Manhole Rehabilitation Services Utilizing the HGAC (Houston-Galveston Area Council) National Cooperative Purchasing Contract No. TP07-18 Effective July 1, 2018 through June 29, 2021, Renewed Through June 30, 2022; To Authorize the City Manager to Execute Any Annual Renewal Amendments Under the Original Contract

Attachments:
- Permission to Utilize HGAC Contract 018-00382.pdf
- FULLY EXECUTED_Standard Form for New Piggyback Contract No. H-GAC_0
- HGACBuy Cocoa Participation Proof.pdf
- Vortex Legal Org. Chart.pdf
- Vortex-Companies.pdf
- HGACBuy Cocoa Participation Proof.pdf
- Vortex Companies Updated Contract - June 2018.pdf
- Original HGAC Agreement 12-13-11.pdf
- Vortex COI Exp 12-11-22.pdf
- HGAC Amendment 1 Contract No. TP07-18 (Vortex) Exp 6-30-22.pdf
- 1st Amendment Renewal Expires 6.30.22 - Signed.pdf
- RV1 Proposal 209563 FL Cocoa FY22 MH Rehab 3-11-22.pdf

V.7 (B) 22-200

To Approve Participation in a Multi-Year 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, 2022 through February 5, 2023; To Authorize the City Manager to Execute Any Annual Renewal Amendments Under the Original Contract; To Approve a Resolution Amending the FY2022 Budget, BAF# 22-069-A.

Attachments:
- SIGNED E-Verify.pdf
- EEV sig pgs.pdf
- PARTIALLY EXECUTED Piggyback Contract No. 0118-2600 CIPP Rehabilitatic
- Insituform COI Exp 7-1-22.pdf
- Proposal - City of Cocoa FY22 Sanitary CIPP Project.pdf
- City of Daytona Beach Insituform Contract #0118-2600 Renewal 2-6-22 to 2-5-2
- City of Daytona Beach Insituform Contract Pricing #0118-2600.pdf
- City of Daytona Beach Insituform Contract #0118-2600.pdf
- Budget Resolution FY 2022- Insituform.docx
- BAF 22-069-A-UT-CIPP Rehab Added Funds (4-26-22)-Agenda 22-200.pdf

V.8 (B) 22-207

To Approve Task Order 2022-05 with Atlantic Development of Cocoa, Inc. for the Cocoa Water Plant Road Culvert Replacement Project, WS22DC, in the amount of $502,547.50; To Approve as a Multi-Year Contract from FY2022 through FY2023; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $100,509.50 (20% of the Contract Amount) for a Total Project Cost of $603,057; To Approve a Resolution Amending the FY2022 Budget, BAF # 22-074-T.

Attachments:
- Cocoa Water Plant Road Culvert Replacement Project Specifications.pdf
- Cocoa Water Plant Road Culvert Replacement Quote Tabulation Sheet.pdf
- T.O. (2022-05) Proposal Atlantic Dev $502,547.50 (04-08-2022) UT.pdf
- T.O. (2022-05) Atlantic Dev $502547.50 (04-08-2022) UT.pdf
- Contingency Resolution.doc
- Agreement for Utilities General Construction Contractor Atlantic.pdf
- TRACK SHEET.pdf
- COI - City of Cocoa.pdf
- Budget Resolution FY 2022- ADA Compliant.docx
- BAF 22-074-T-UT-Drainage Culvert Replacement (4-26-22) Agenda 22-207.pdf

VI. PUBLIC HEARINGS:

VII. COUNCIL BUSINESS:

VII.1 22-238 Approve the modifications to the City of Cocoa Memorial Tree Planting Policy and Agreement.

Attachments: City of Cocoa Memorial Tree Planting Policy and Agreement - Proposed.pdf
City of Cocoa Memorial Tree Planting Policy and Agreement Existing.pdf

VII.2 22-246 Staff is seeking direction related to the Gilmore Community Park and Carl Anderson Park Restroom Facilities.

Attachments: Bid Tabulation Sheet B-22-05-COC.pdf

VIII. CITY BUSINESS:

IX. INFORMATIONAL AGENDA:

IX.1 22-193 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2021 to 3/31/2022.

Attachments: PO Monthly Report to City Council 10.01.21 thru 3.31.22.pdf

IX.2 22-234 FY 2022 Budget Adjustment Report

Attachments: Pd. 6 - March - FY 2022 EXPENSE Budget Tracking.pdf
Pd. 6 - March - FY 2022 REVENUE Budget Tracking.pdf

IX.3 22-235 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.

Attachments: Budget Classification Report March 2022.pdf

IX.4 22-236 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.

Attachments: Change Order Authorizations 03-31-22.pdf

X. REPORTS:

XI. ADJOURNMENT

XII. NOTICE TO THE PUBLIC:

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

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

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

Although members of the public are entitled to be heard by the City Council on certain items on the meeting agenda pursuant to the City Council Rules of Procedure, members of the public are not entitled to an immediate response by either administrative staff members or Council; however, the City Council or administrative staff may provide a response at their discretion. When presenting before the City Council, all comments or questions should be directed to the Mayor or the chair of the meeting. Comments or questions should not be made directly to administrative staff without permission from the Mayor or chair.
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This agenda is posted on the Municipal Bulletin Board and at the Central Brevard Library and Reference Center in Cocoa for public review.

Legislation Details (With Text)

File #:	22-224	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	4/14/2022			**In control:**	City Council
On agenda:	4/26/2022			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of April 26, 2022, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	04-26-2022 Short Agenda ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 14, 2022
Agenda Date: April 26, 2022
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of April 26, 2022, as presented or with amendments.

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of April 26, 2022, as presented or with amendments.

Agenda
City of Cocoa
Regular Meeting of The City Council

Date: April 26, 2022
Time: 6:00 pm
Location: 65 Stone Street Cocoa, FL 32922

I. Opening Matters:

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

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of April 26, 2022. (22-224)

2. Minutes: (a) Budget Priorities & Goal Setting Workshop, March 15, 2022 (22-225)
(b) Regular Meeting of March 22, 2022 (22-226)

III. Awards and Presentations:

1. Presentation of a Certificate of Completion to Councilmember Goins for the completion of the Florida League of Cities Leadership Academy I, that was attended March 11-12, 2022. (22-227). (Deputy Mayor Hearn)

2. Proclamation: Presentation for "K-9 Bear's Official Retirement". (22-228). (Chief of Police)

3. Proclamation: Presentation to "Augusta Williams, Jr. for his contributions during National Poetry Month". (22-229). (Councilmember Goins)

4. Proclamation: Proclaiming the Week of May 1-7, 2022 as "Drinking Water Week." (22-240). (Utilities Director)

This Agenda may be Amended up until or at the Meeting

5. Presentation: Winning photos from the Tree Photo Contest and promote Arbor Day. (22-243). (Asst. to the CM/PIO)

IV. Delegations:

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

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

V. Consent Agenda:

(A) General Consent Items:

1. Approval to Accept the Donation of K-9 Vests with the Value of $1,423.52, from Space Coast Police K-9 Foundation. Approve a Resolution Amending the FY 2022 Budget, BAF#22-068-A to Account for the Donated K-9 Vests. (22-144). (Chief of Police)

2. Request Council to award ITB 22-09-COC to ALGAT Enterprises, Inc. in the amount of $57,777 to rehabilitate the Property at 1219 Duke Way, Cocoa, FL 32922. Approve a Budget Resolution, Amending the FY2022 Budget, BAF# 22-077-A, in the amount of $3,000. Approve a Resolution to allow for the rehab project to exceed the maximum assistance of $49,999 as per the City's Housing Policy; and authorize the City Manager to sign the construction agreement, issue the purchase order and approve any change orders with project contingency, not to exceed $3,000. (22-168). (Community Services Director)

3. Approve the Second and Final Amendment to Purchase Agreement to RFQ-18-10-COC, Continuing Services Agreement with Carollo Engineers, Inc., for Engineering Services for Wastewater Collection, Treatment, and Disposal Systems. (22-188). (Utilities Director)

4. Approve a Resolution Amending the Fiscal Year 2022 Budget, BAF# 22-075-A, in the amount of $42,920 for the purchase of a Ford F-150 Truck and three Tough Book Computers for the Building Division. (22-222). (Community Services Director)

5. Approve Task Order in the amount of $66,860.00 to Mead & Hunt for Engineer of Record (EOR) support services for the construction of the Fiske Blvd. and Broadmoor Acres Drainage Improvements Project. Approve a Resolution Amending the FY22 Budget, BAF# 22-076-T. (22-223). (Public Works Director)

(B) Multi-Year Contracts:

6. Approve Participation in a Multi-Year Cooperative Purchase Agreement with VacVision Environmental LLC (A Vortex Company) for Manhole Rehabilitation Services Utilizing the HGAC (Houston-Galveston Area Council) National Cooperative Purchasing Contract No. TP07-18 Effective July 1, 2018 through June 29, 2021, Renewed Through June 30, 2022; To Authorize the City Manager to Execute Any Annual Renewal Amendments Under the Original Contract. (22-191). (Utilities Director)

7. Approve Participation in a Multi-Year 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, 2022 through February 5, 2023; To Authorize the City Manager to Execute Any Annual Renewal Amendments Under the Original Contract; To Approve a Resolution Amending the FY2022 Budget, BAF# 22-069-A. (22-200). (Utilities Director)

8. Approve Task Order 2022-05 with Atlantic Development of Cocoa, Inc. for the Cocoa Water Plant Road Culvert Replacement Project, WS22DC, in the amount of $502,547.50; To Approve as a Multi-Year Contract from FY2022 through FY2023; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $100,509.50 (20% of the Contract Amount) for a Total Project Cost of $603,057; To Approve Resolution Amending the FY2022 Budget, BAF # 22-074-T. (22-207). (Utilities Director)

VI. Public Hearings:

None.

VII. Council Business:

1. Approve the modifications to the City of Cocoa Memorial Tree Planting Policy and Agreement. (22-238). (Public Works Director)

2. Staff is seeking direction related to the Gilmore Community Park and Carl Anderson Park Restroom Facilities. (22-246). (Public Works Director)

VIII. City Business:

None.

Multi-Year Contracts:

None**.**

IX. Informational Agenda:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2021 to 3/31/2022. (22-193). (Finance Director)

2. FY 2022 Budget Adjustment Report. (22-234). (Finance Director)

3. Data showing the relation between the estimated and actual income and expenses to date. (22-235). (Finance Director)

4. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (22-236). (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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with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Carie Shealy, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at cshealy@cocoafl.org. Additionally, interested persons may view or listen to the meeting electronically at the following internet sites:

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

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

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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.

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Legislation Details (With Text)

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Type:	Minutes			**Status:**	Minutes
File created:	4/14/2022			**In control:**	City Council
On agenda:	4/26/2022			**Final action:**	
Title:	Approve the Minutes for the Budget Priorities & Goal Setting Workshop held on March 15, 2022, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	03-15-2022 Minutes.pdf EXHIBIT A: Endeavor Elementary School handout.pdf EXHIBIT B: Budget Priorities & Goal Setting Workshop Presentation.pdf EXHIBIT C: City of Cocoa Fire Rescue Demographic Data 2018-2022.pdf EXHIBIT D: Petition submitted by Councilmember Dyal.pdf Staff Report Staff Report				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 14, 2022
Agenda Date: April 26, 2022
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes for the Budget Priorities & Goal Setting Workshop held on March 15, 2022, 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 Budget Priorities & Goal Setting Workshop held on March 15, 2022, as written or with amendments.

MINUTES
CITY OF COCOA

BUDGET PRIORITIES & GOAL SETTING WORKSHOP

March 15, 2022

A Budget Priorities and Goal Setting Workshop was held on Tuesday, March 15, 2022, 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 10:04 a.m.

Any actions taken today may vary from one meeting to the next.

Ms. Debbie Lyons provided the invocation and Mr. Ed Green 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
	Lavander Hearn	Deputy Mayor (attended via phone)
	Rip Dyal	Councilmember
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney
	Stockton Whitten	City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Lorne Stinnett, HR Manager/ Acting Administrative Services Director; Jack Walsh, Utilities Director; Charlene Neuterman, Interim Community Services Director; Rob Bobay, Police Major; Bryant Smith, Public Works Director; Rebecca Bowman, Finance Director; Rob Beach, Chief Technology Officer; Samantha Senger, Assistant to the City Manager/PIO; and Erik Montgomery, Helpdesk Support Tech, and Samuel Byrd, Deputy Fire Chief.

I. Meeting Topics:

1. Budget Review

City Manager Whitten advised that this is the first of many workshops in the budget setting process and to review the expiring Strategic Plan. He pointed out that there was a conflict with the April 7th session so they need to reschedule that meeting.

Councilmember Koss added that SCTPO was holding their Strategic Planning Session on that date. Mayor Blake felt that their priorities should be with the City.

City Manager Whitten further announced that previously the City has only video recorded the workshops and they were asked to stream today's session, and asked Council's preference. They split it up into two sessions online to avoid any technological issues.

Additionally, there is a section for public input so it is their decision on where they want to do that. There are representatives from Endeavor Elementary here who would like to provide a brief presentation.

Mayor Blake asked those who wished to speak to come forward. He would like for Endeavor to go first.

Councilmember Dyal agreed to hear comments beforehand and Councilmember Koss would like to give everyone a time certain in the event that they cannot sit through the whole six hours. She would also like to see citizen input and discussion at the beginning as it may help in their discussion.

Deputy Mayor Hearn was in agreement for Endeavor to go first as well.

Ms. Debbie Lyons, introduced herself as the new Community Partnership Director at Endeavor Elementary School. She provided a handout[1] to Council.

She spoke about various help that the Community Partnership has been able to offer and noted that they would like to continue the tradition of being able to provide glasses to children. She spoke about other budget requests as well and pointed out that one of their major struggles was the service part of providing families with what they need.

Ms. Vanderpool, who works with the program as well, extended an additional thank you for the establishment of the Endeavor partnership. She mentioned that by

[1] EXHIBIT A: Endeavor Elementary School handout

knowing the demographics of the area it was important to know the needs of the students. There are a lot of needs and having a partnership makes it easier to come together and collaborate. She spoke about some of the services such as dental care, the summer camp, and medical expenses that they were able to help families with last year.

Ms. Lyons and Ms. Vanderpool proposed the following budget requests in order to help them continue helping the students and families:

- Expanded Learning Coordinator: $10,000
- Wellness Support Coordinator: $10,000
- Medical/Dental/Vision Copays: $25,000
- Academic Summer Camp: $75,000

Brief discussion was held on the programs at Endeavor.

It was decided that a three-minute time limit would be set for those of the public wishing to speak.

Kristin Lortie, Cocoa resident, felt that today's agenda was a little confusing as she has a presentation as well. She advised that several Cocoa citizens got together on two different dates to discuss strategic planning. She provided a brief overview of the priorities that the group discussed and provided Council with a handout that included their priorities.

Marilyn Ross-Smith, Cocoa resident, spoke about National Gun Violence Day where everyone wears orange in order to show their support. She further spoke about small businesses and asked for a small facility where those businesses could rent office space.

Councilmember Koss thanked her for that suggestion and advised it was a growing movement and Councilmember Goins mentioned that the incubator was a great idea and that the old Joe Lee Smith Center would be a great building for that type of use.

Linda Dolphin, Cocoa resident, suggested that Council ask the City for a budget that would not require a millage increase and that before the millage was voted on, they require that staff gets together to ensure monies were not being wasted.

Discussion was held on millage rate and the budget process. Councilmember Goins advised that the departments work very hard to give an itemized list of what their needs are.

City Manager Whitten further stated that there are a series of workshops and meetings held each year for Council. Staff explains how the budget is built and he pointed out that they rely heavily on the water utility. The narrative that has been put out there is that there will be a millage increase. There is a conscientious approach to doing the budget and not all requests are approved.

Budget Presentation:

Ms. Bowman provided a presentation[2] and explained in detail how the budget process is completed each year.

Ms. Bowman explained General Fund Revenues by source. Additionally, she spoke about the tax year 2021, which was Fiscal Year 2022, and the millage rate increase, as well as how it impacted single-family property owners.

City Manager Whitten pointed out the two charts and that the majority of taxable properties are $50,000 or less. He wanted to correct the misinformation that was put out last year and to show that the residential side is tilted heavily to the taxable valued properties that are $50,000 or less. Further discussion ensued on the millage rate.

The salary and wage increase that was done was discussed as well as General Fund Deferred Capital.

Additionally, it was noted that some of the street paving was done with the $8 million and that program had been increased significantly.

FY 2022 General Fund CIP requests were discussed in detail and it was further explained how CIP requests are handled. Charging stations were brought up and it was mentioned that was something they needed to think about as many car manufacturers were going to strictly electric.

Ms. Bowman advised that during this time of the year staff provides a FY 2022 General Fund Budget update. It is also provided to Council on a monthly basis to

[2] EXHIBIT B: Budget Priorities & Goal Setting Workshop Presentation

keep them informed as to where they are at. The FY 2022 Water/Sewer Fund and FY 2022 Stormwater budgets were also reviewed.

Mr. Smith shared information regarding fuel costs and how they budget for those. Labor costs will be going up as well, so those items are going to fluctuate with the way prices are constantly changing.

Ms. Bowman pointed out that the labor agreements already have salary increases built in from last year.

She discussed the budget development process and stated that the fiscal year is from 10/1 to 9/30.

Next, Ms. Bowman spoke about new money in the General Fund (estimated), increased expenses in the General Fund (estimated), and how they balance the General Fund Budget.

In closing, Ms. Bowman provided the FY 2023 Budget Calendar and explained what the upcoming meetings would entail. She added that at the May 26th workshop staff would ask for a proposal on a millage rate.

At the City Manager's request, Chief Lamm provided information on the City of Cocoa Fire Rescue Demographic Data 2018-2022[3].

Chief Lamm spoke about the demographics and that it appears that they have a low volume of African American's that have applied. He provided further information about their applicant pool and wanted Council to be aware that they have been active in job fairs and high schools to recruit the fire department and to make it more appealing. They also try to show them the importance of public safety. They are trying to increase participation in local schools and with the school board to possibly teach the profession.

In doing this, it will also come with the need for funding. They will need a training ground and the ISO states that you have to have two acres and a training facility. This will also help increase the ISO rating as well as to help them meet the requirements of the National Fire Protection Association which would allow training in the City. Chief Lamm was a part of the training program in Clay County and it has proven to be a good partnership with their local school board. He feels that this is one way they can move forward with the community.

[3] EXHIBIT C: City of Cocoa Fire Rescue Demographic Data 2018-2022

*** MOTION by Councilmember Dyal; Seconded by Mayor Blake, to take a 30-minute break for lunch[4].**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. 2016-2021 Strategic Plan Review

City Manager Whitten advised that in this section of the Workshop they would be discussing the Strategic Plan. He stressed that this is the first draft and there will be dialogue in order to improve it and share their thoughts.

Ms. Senger reviewed the 2016-2021 SWOT Analysis (Strengths, Weaknesses, Opportunities, and Threats), as well as the Strategic Issues.

City Manager Whitten pointed out that the former plan was over one hundred pages and out of 8 strategic issues, there were 23 goals, 59 objectives, and 225 initiatives.

Ms. Essing reviewed the City's demographics and explained staff wanted to show this in order for them to see where they go from here. The City has grown but is still considered a young city.

Cocoa is also the most diverse city in Brevard County. She spoke about home ownership and noted that 54% are owner occupied.

Home ownership, the Hispanic population, and property values were discussed.

City Manager Whitten explained the next slide which was comparing the old strategic plan to the new strategic plan.

Discussion was held on the difference of "strategic" and "priority". Councilmember Koss believed it was important for government to have a strategic long-range vision and provided the example of annexations.

[4] The Workshop stopped at 12:03 p.m. in order to take a lunch break.
The Workshop reconvened at 12:40 p.m.

City Manager Whitten reiterated that this was not a perfect document but would be built upon.

Ms. Senger provided the 2022 SWOT Analysis and pointed out a few changes; however, most are still relevant.

Ms. Senger explained why the non-competitive pay scale was removed as well as Port Canaveral, and spoke about the addition of Brightline.

City Manager Whitten asked Council if they had any items they wished to add.

Councilmember Koss advised that she has had community meetings in regards to this and suggested that Viera and other Brevard Municipalities be removed, as she does not feel those are a threat.

She listed the following strengths and provided her reasonings behind her suggestions: Demographics, Relative Affordability, Churches, District 4 as an Educational Hub, Tree City USA, Center for Distribution Centers, and Joe Lee Smith Center.

Mayor Blake asked on her suggestion for “Relative Affordability” if it could read “Relative Attainability”. She agreed that would be good.

Mayor Blake added that he takes great pride in staff and listens to his constituents. There is a lot of development taking place due to the two large distributors and the Brightline construction. He believes that they need to collaborate with the business industry, staff, and constituents.

Councilmember Goins agrees and mentioned annexations. He feels that there are some who do not know how to go about being annexed.

City Manager Whitten explained why they are doing this workshop and that they needed to stay with one category at a time. Both Councilmember Goins and Councilmember Dyal agreed with the additions to Strengths.

Next, they reviewed Weaknesses:

Councilmember Koss suggested the following additions: Limited control over parks, Affordable business space for entrepreneurs, Incentive for employees to

live in Cocoa, to be representative of the population, Aging wastewater treatment plant and limited real estate where it is located, and a Sustainability lens.

At the request of City Manager Whitten, Mr. Walsh provided an overview of the waste water plant and infrastructure, and plans for the future of the facility.

City Manager Whitten believed that should not be listed as a weakness but as an opportunity.

Deputy Mayor Hearn asked about properties around the plant and if any were for sale and asked if the lack of sidewalks in neighborhoods would be listed as a weakness or opportunity.

It was noted that would be under Image.

Councilmember Dyal mentioned the building department and that there is an issue as many do not want to work with the City because of the permitting process. He believes that process needs to be sped up.

City Manager Whitten pointed out that some projects are more complicated than others. He does not want to appear defensive but that issue could be organizational effectiveness.

Councilmember Goins felt that Weaknesses and Image/Reputation are being worked on.

Councilmember Koss added that the irregular city boundaries could affect the city's image. Mayor Blake agreed.

City Manager Whitten reiterated the suggested Weaknesses: Limited control over parks, Affordable business space for entrepreneurs, Incentive program for City employees to live in the City, To be representative of the population, Aging wastewater treatment plant and limited real estate where it is located, and Sustainability lens.

The issue of crime was discussed in detail and Councilmember Goins announced that there were several people in attendance to discuss this issue.

Councilmember Dyal wanted to address Cocoa Village as he believes what happened on Friday night was uncalled for.

Deputy Mayor Hearn voiced his thoughts about the Village and that there is an opportunity to speak about crime but also an opportunity to be proactive about crime. He does not want to put the image out there that there is a problem.

Mayor Blake advised that there was one card submitted in regards to crime and stated that he was born and raised in Cocoa. He believes in accountability and in this room are parents, grandparents or soon to be. If you show favoritism, you have to think about all. Thank goodness no one was injured.

Pam Shaia, spoke in representation of HCVMS, which represents over 100 people in the Village. She mentioned the recent crime that happened and stated that under Strengths they have Cocoa Village and under Weaknesses there is image and crime. Several letters were sent asking to give the City Manager authorization for public safety in the Village. She and the merchants thanked the Cocoa Police Department for their quick response, as there were thirty-two bullets shot. She urged for immediate budget for extra patrols as well as it to be in next years' budget.

Councilmember Goins has been voicing his concerns about this all year and unfortunately, sometimes it takes something bad to happen for something to be done. They are there to protect the community and the Village needs coverage during busier times.

* **MOTION by Councilmember Goins, to fund off-duty officers to protect Cocoa Village during the times of Thursday to Saturday, from 11 p.m. until 3:30 a.m. until this fiscal year is over. Councilmember Koss Seconded the Motion.**

Deputy Mayor Hearn was in agreement but asked if there was already manpower to cover this.

City Manager Whitten advised that he wrote it to enhance protection in the Village.

* **Councilmember Goins Amended his Motion to include any necessary budget transactions. Councilmember Koss Seconded the Amendment.**

Further discussion was held on issues in the Village and everyone felt it was their job to make sure that the Village was safe and protected.

Mayor Blake pointed out that this is not the first time something has happened at the business and has spread to the streets. If it keeps occurring, there is a

problem. Cocoa does have an image and he does want to protect the Village but there is an issue.

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)[5]

*** MOTION by Mayor Blake; Seconded by Councilmember Dyal, to take a three-minute recess.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

*** MOTION by Councilmember Dyal; Seconded by Councilmember Goins, to Reconvene the meeting.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Councilmember Dyal thought that a trade school needed to be opened in Cocoa and felt it would be beneficial. Mayor Blake agreed and that it would take collaboration with Brevard Public Schools and Eastern Florida State College.

Councilmember Koss added the following under City Resources: Bracco Pond, Jewel and Leon Collins Museum, Porcher House, Brevard Museum, Eco-Tourism, Grant Eligibility, opportunity to build more bike pathways, low impact development, and embrace Spanish as a second language.

Ed Green, 104 Riverside Drive, Cocoa, mentioned a few opportunities and advised that there is a lot of interest in building in Cocoa, both rentals and ownership. This will bring new residents to Cocoa which will lead to a broader tax base and could be a solution to budget issues. The opportunity is that there is interest in new residential construction and there are areas of the city that will benefit. Another opportunity is that there is a lot of commercial property along the US 1 Corridor that are good properties that have recently been updated. He felt the city should

[5] The Workshop stopped at 1:52 p.m.
The Workshop reconvened at 1:57 p.m.

be working with the landlords and agencies who are looking for opportunities. A Threat is the condition of the Lagoon.

Purvette Bryant, 373 Stone Street, Cocoa, feels that this workshop is informative and would recommend that Diamond Square be listed as an asset as the area is growing. She is both a business and property owner in Diamond Square and believes that it should be presented as an asset, especially with the new Joe Lee Smith Center. She liked the idea of the old Joe Lee Smith Center possibly being used as an incubator for small businesses or as half medical/business. Ms. Bryant thanked Council for the support for the business start-up program and would like more affordable housing in Diamond Square. There is open land on Rosa L. Jones and noted property values were strong. It could hold multi-family housing or a mixture of housing. Lastly, she asked Council to reconsider the reopening of Stone Street.

Kristin Lortie, Cocoa resident, spoke about opportunities and citizens of Cocoa. She wished that the chairs in this workshop were full as she wants citizens to be involved and for it to be like the vision statement says. She feels that citizens are sometimes viewed as a threat. She believed that there could have been more participation today but that the effort was not extended. Ms. Lortie spoke in furtherance about citizen participation and what it could be like. She commended Councilmember Koss and Deputy Mayor Hearn for the meetings they held with citizens. She has not felt included in this meeting and believed there were many who would have come if they knew more about it. She has submitted priorities to be reviewed and would like citizens to be considered as opportunities.

Mayor Blake stated that this is a representative democracy where people vote for you and trust you. There are always people calling him and they are well aware of the meetings. Several attended and had to depart due to other commitments. He stressed that the City Manager and staff are doing an outstanding job.

Councilmember Koss would like to add the bullet of citizens engagement as well as that they have had more participation than when she was first elected. Each councilmember has their own way of filling seats and she sees Mayor Blake at events gathering his information. They all do things their own way.

Mayor Blake was in favor of Diamond Square being added as well.

Councilmember Dyal added that he walks in his district and talks to a lot of people. He meets people and learns a lot that way. Additionally, it is the same people at every meeting.

Councilmember Goins is good with Diamond Square being added as a strength and opportunity. As far as citizen engagement, people care about what they care about, just like the group who came forward regarding public safety.

Mayor Blake noted it was hard to be humble when the truth is not disseminated correctly.

Threats were mentioned and one that was pointed out was not having enough housing.

Ms. Essing spoke about the lack of services due to economics. She explained that if you are doing anything outside of manufacturing there are limited resources. She further added that there are not a lot of health services and service businesses (such as restaurants).

City Manager Whitten stated that the business we are in is a service organization and we are providing services to our citizens. The biggest threat he believed is the competition for municipal employees. He was good to remove Viera/Other Brevard Municipalities from the list.

The following list of Threats was reiterated: Lack of Attainable Housing, Homelessness, Lack of healthcare services, and lack of industry.

Councilmember Koss added the following to Threats: Climate change, Sea Rise Level, Intense storms, Extreme heat, Lagoon, Unmanaged growth, Civic engagement and feeling welcomed, and the Disinvestment in EFSC.

Mayor Blake questioned unmanaged growth. In response, Councilmember Koss explained that it was where you let anyone come in and do anything they want. Mayor Blake stated that all can be assured they will never have unmanaged growth in the City. There is staff, City Manager, City Attorney, and boards that ensure things are done and that they are done correctly.

Linda Dolphin, Cocoa resident, lived in Lauderhill, Florida and it was the worst overgrown area. She believes in staff but felt Council could be involved in growth decisions.

Tara Gabor, Cocoa resident, also trusts staff but with an influx of people moving in to Cocoa, there should be goals set and then they should figure out ways to do it.

Mayor Blake advised that there are zoning classifications for building and they designate these areas based on Council's recommendations.

Kristie Lortie, Cocoa resident, spoke about Threats and the idea of managed growth. She lives in Emerald Lakes near the Flying J. She explained that there are a lot of trees in the area that will eventually become something, as well as there will be a parking lot for the car dealership. Her concern is the trees, as she would love to keep those. Right down the road is Junny Rios Park and soon a Dollar General, with the Cocoa Conservation Area right behind there. It would be great to have a trail in that area, as right next to the easement access is where Dollar General is being built. She feels an opportunity was missed there from Junny Rios Park and the Cocoa Conservation Area.

City Manager Whitten advised that 136 acres were donated to the City as part of a development agreement by the Cocoa Conservation Area. There are two access points, one off of Cox Road and one off of SR 524.

The City's current Mission Statement was stated and they were not suggesting any changes to that. It is as follows:

"To enrich the quality of life for our unique and diverse community by delivering Professional, Responsive, Innovative, Dedicated and Exceptional public services!"

Serving our community with P.R.I.D.E.

Ms. Senger provided the new Vision Statement that was being recommended. It is as follows:

"We envision Cocoa as a safe, vibrant, environmentally conscious city that is diverse, rich in history, and promotes a creative and inclusive community with ample employment, housing, recreational, and social opportunities for all."

Ms. Essing read the Core Values and noted that they were unchanged with the exception of changing Leadership to Community Engagement. All were in favor of that change.

Kristin Lortie, Cocoa resident, does not feel that the new vision statement is the same. She felt that the old statement was sacred. She also felt that safe schools should be included as it is in the demographics. She encouraged Council to solicit citizen input on the proposed statement and let them participate in the new Vision statement.

City Manager Whitten noted it is an inclusive statement and was all encompassing. He did not know how much clearer you could get in the vision for the City. He further added that it was stated that the City of Titusville had a meeting that was wonderful, yet seventeen people showed up and two were from Cocoa. It is a good vision statement and Community Engagement is in the Core Values.

Councilmember Koss asked for clarification on the word "creative" in the statement. In response, Ms. Senger explained that it was the opportunity to be creative with things around the city, such as murals. It was thinking outside of the box.

Councilmember Koss requested that since the Vision statement was being changed for some period for public input. In response, City Manager Whitten advised that the old statement was done by staff and there has to be some type of starting point.

* **MOTION by Councilmember Koss, to establish a 30-day period for public comment for changes being proposed on the Strategic Plan which would include the Vision Statement, Core Values, and Priorities.**

Deputy Mayor Hearn asked how this would be regulated as to who would be participating.

Ms. Senger advised this would be open-ended and there is not a way to do this without sifting through all of the answers, etc.

City Manager Whitten questioned as to if it was really reflective of all of Cocoa if one person walks up and stated that there should be citizen input.

Ed Green, 104 Riverside Drive, spoke about the Vision statement and Core Values and was fine with the changes. He stated that there is a thought that there was not enough citizen engagement or opportunities, etc. and pointed out that this Workshop was widely publicized. People have been invited and the turnout is the same people as always. People can watch online and on the YouTube page you can see how many engage. No one here is stopping people from participating and as the Mayor stated this is a representative democracy and there can be meeting upon meeting and never get anything done. He provided a quote from General Patton, *"A good plan, violently executed now, is better than a perfect plan next week."*

THE VOTE ON THE MOTION WAS:

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

THE MOTION FAILED (1-4)

*** MOTION by Mayor Blake; Seconded by Councilmember Dyal, to approve the recommendation for Core Values to change Leadership to Community Engagement and to accept the verbiage for the Vision statement.**

AYES: Blake, Hearn, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)[6]

City Manager Whitten discussed Priority Areas.

The following changes were recommended under the following initiatives:

Public Safety/Community Regulations Issue: Code Enforcement.

Investment in Public Infrastructure: Take back parks, Parking (this will be added under Weaknesses as well).

[6] The Workshop stopped at 3:13 p.m.
The Workshop reconvened at 3:15 p.m.

Councilmember Dyal also mentioned the Cocoa Conservation Area and the fact that citizens do not want a park. He provided a petition to Council and staff for the record[7] and advised people in that area are upset with what is going on.

Further discussion was held on the petition.

Councilmember Koss asked about Environmental Stewardship. In response, City Manager Whitten explained that this would include Cocoa Conservation Area initiatives, low impact development, tree management plan, electric vehicles, any Lagoon related items, and the Stormwater program.

Economic/Community Development: Everything was good under this initiative.

Community Outreach & Engagement Issue: add Diverse audience as well, under the last statement to "Encourage a diverse array of special events at city facilities".

Organizational Effectiveness Issue:

The demographics of the city departments was discussed and the City Manager assured Council that they were working on being more reflective of the community. Additionally, discussion was held on the training program that the Fire Chief discussed earlier in the workshop.

At the request of the City Manager, Ms. Senger explained the online dashboard and how that worked. Once information is uploaded it can be updated throughout the year in order to keep citizens apprised of the progress throughout the year. She further pointed out that it included more broad-based initiatives, accomplished tasks, and objectives.

Councilmember Goins asked about a timeline for Council to submit their priorities. It was requested that they be submitted by May 26th as that is the workshop when the initial millage will be provided.

Mayor Blake reminded all that once the millage rate is determined you can go down but not up.

[7] EXHIBIT D: Petition submitted by Councilmember Dyal

Councilmember Goins asked that the upcoming workshops be scheduled around lunch or after lunch as he works.

III. Adjournment.

*** MOTION by Councilmember Dyal; Seconded by Councilmember Goins, to adjourn the Workshop.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The Workshop adjourned at 3:52 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

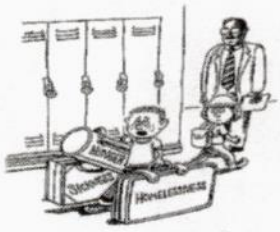
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Carie Shealy, MMC, City Clerk

Endeavour Elementary,
A Community Partnership School

1

The Challenge



2

The Solution: Community Schools



Conventional school



Community School

3

What is a Community Partnership School and why is it so unique?

- Requires a long-term partnership with the school district, a college or university, a health care provider, and a reputable nonprofit organization.
- CHS' unique role convenes partners and key players, and also leads community collaboration to bring resources and opportunities to students and families.



4

The Four Pillars of Community Schools

How does a Community Partnership School bridge the achievement gap?



Expanded Learning
Tutoring, Enrichment, Teacher Development & Supports



Wellness Supports
Medical, Dental, Vision, Behavioral, Nutrition, Hygiene



Family & Community Engagement
Needs Assessment, Leadership & Volunteerism, Workshops & Networking, Education & Workforce Development



Collaborative Leadership
Committed partnership, Collective vision, Shared decision making, Leveraged Resources, Community collaboration

5

Endeavour Elementary School, A Community Partnership School

Core Partners/Providers:

6

Thank you for the commitment of the past, present & future

7

How can you support your partnership school?

- Expanded Learning Coordinator-$10,000
- Wellness Support Coordinator- $ 20,000
- Medical/Dental/Vision Copays- $25,000
- Academic Summer Camp-$75,000

8

EXHIBIT B: Budget Priorities & Goal Setting Workshop Presentation

COCOA
FLORIDA

BUDGET PRIORITIES AND GOAL SETTING WORKSHOP



AGENDA

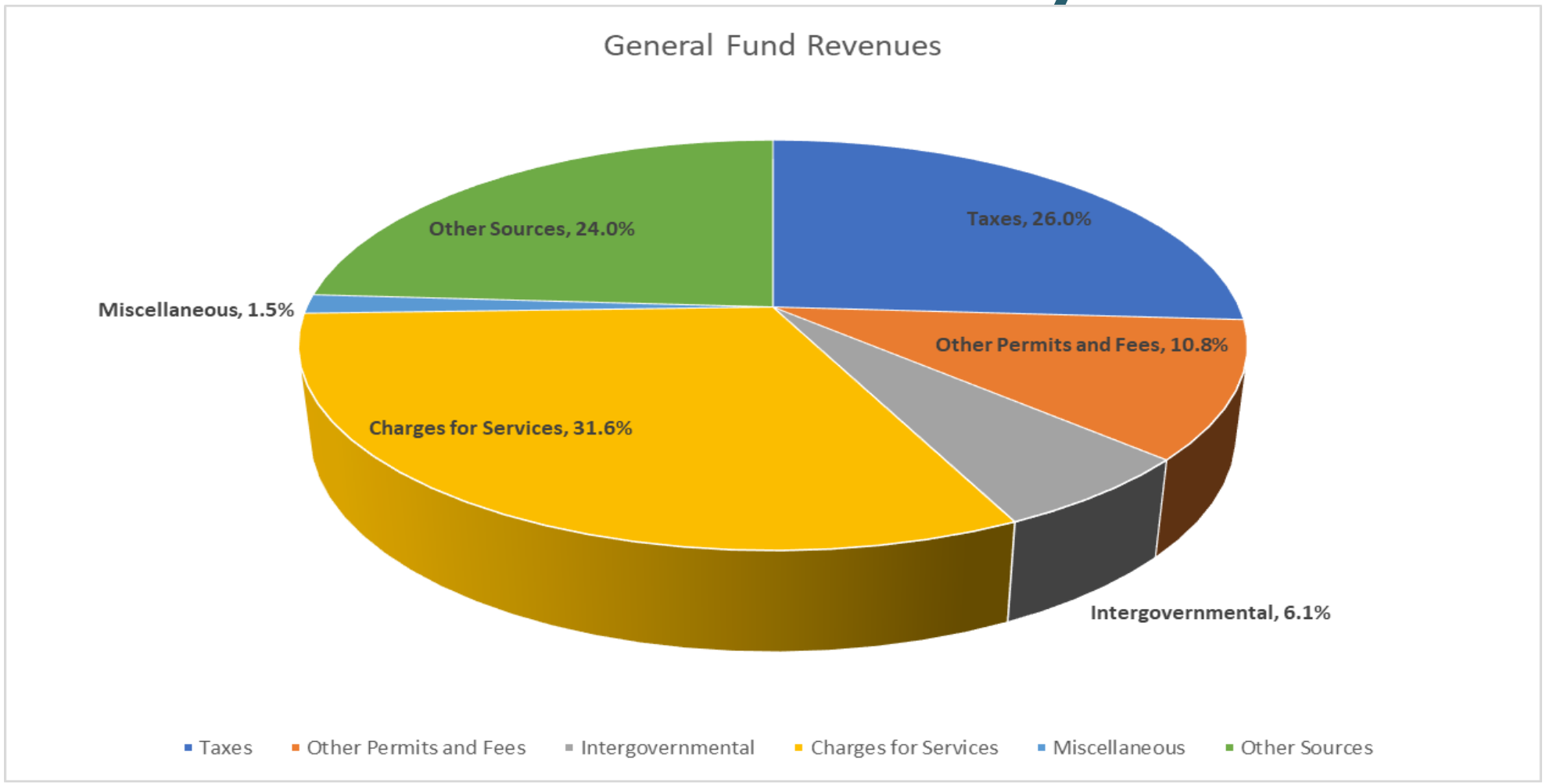
- Budget Review/Preview
- 2016-2021 Strategic Plan Review
- Priority Areas for Discussion
- Council Discussion/Direction
- Public Input/Citizen Participation
- Next Session, 4/7/22

General Fund Revenues By Source

Funding Sources		% of 22 Budget
Taxes	Property Tax, Local Option Gas Tax, Utility Service Tax (Electricity, Cocoa Water, Propane) Communication Tax, Local Business Tax	26%
Other Permits and Fees and Special Assessments	Planning and Zoning, Fire Inspections, Fire Assessment, and Franchise Fees	10.8%
Intergovernmental	State, Local and Federal Grants, State Shared Revenues, Cost of General Fund Services to the Water/Sewer and Stormwater Utility	6.1%
Charges for Services	Utility Billing for Other Municipalities, Garbage Collection Services and Culture/Recreation Fees, Administrative Fees, and FDOT Agreements	31.6%
Miscellaneous	Interest Earned, Rent and Royalties, Disposition of Fixed Assets, Contributions, Police and Fire State Pension Revenues, Insurance Proceeds, etc.	1.5%
Other Non-Operating Sources	Water/Sewer Return on Investment (ROI), 6% PILOFF, Debt Proceeds, Transfers and Unassigned Fund Balance	24%

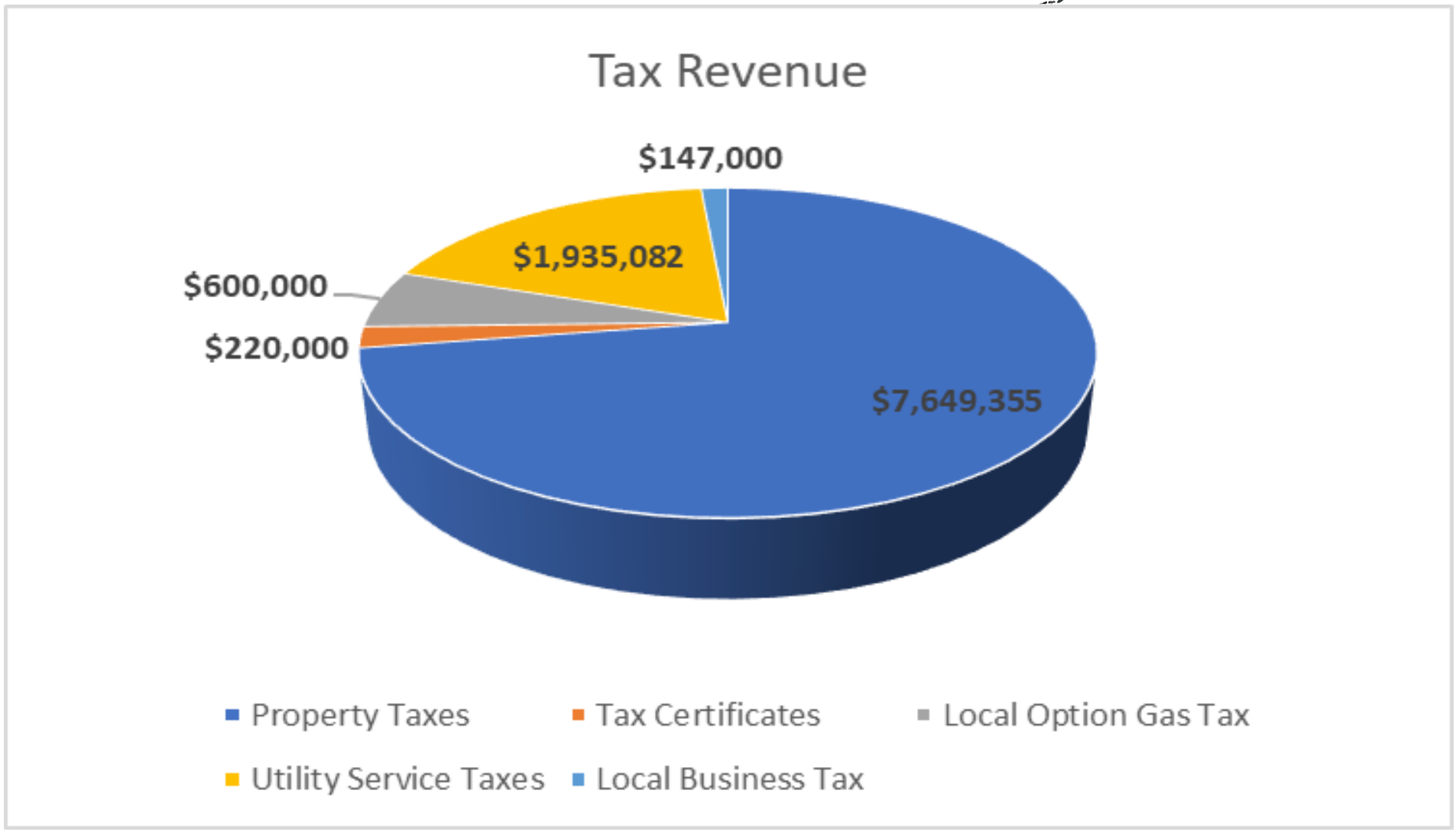
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General Fund Revenues By Source



General Fund Tax Revenues

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Tax Year 2021 (Fiscal Year 2022) Millage Rate Increase To the Single-Family Property Owner

Taxable Property Values (Range)	Number of Residential Parcels	Tax Year 2021 Increase (Average)	% of Parcels
< $50,000	3,231	$19	43%
$50,000 to $100,000	1,898	$23 - $47	25%
$100,000 to $150,000	918	$47 - $71	12%
$150,000 to $200,000	553	$71 - $95	7%
$200,000 to $250,000	308	$95 - $119	4%
$250,000 to $300,000	130	$119-$142	2%
$300,000 to $400,000	183	$142 - $190	2%
> $400,000	343	>$190	5%
Total:	7,564		

Tax Year 2021 (Fiscal Year 2022) Millage Rate Impact To the Single-Family Property Owner

Taxable Property Values (Range)	Current Millage Rate 6.4532 X Taxable Property Value / 1,000 = Annual Property Taxes	% of Parcels
< $50,000	$322.66 or less	43%
< $100,000	$645.32 or less	25%
< $150,000	$967.98 or less	12%
< $250,000	$1,613.30 or less	11%
< $400,000	$2,581.28 or less	4%
> $400,000	$2,581.28 or greater	5%
Total:		

Tax Year 2021 (Fiscal Year 2022) 6.4532 Millage Rate

- Estimated Additional Property Tax Revenue with Millage Rate Increase from 5.9790 to 6.4532:

  $579,391

- Additional Salary and Wage Increases within the General Fund:

  $1,079,850

(Millage Rate increase paid half of the General Fund Salary Increases)

General Fund Deferred Capital

FY 2022

- Fleet Faster Upgrade = $99,400
- Police Vehicles (6) at $56,376 = $338,256

FY 2021

- Police Vehicles (5 Unmarked) @ $24,879 = $124,395
- Indian River Drive Embankment Stabilization = $550,000

(Police Building Rehab and Generator, Fuel Tank Replacement and Pumper Truck, were initially deferred but later funded with Assign Fund Balance)

Most General Fund Capital is funded by savings from prior years.

General Fund can only afford to buy approximately 1.2 million in Capital a year.

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FY 2022 General Fund CIP Requests

$1,412,446 (Funded):

- 9 Police Vehicles - $426,276
- 26 Police P25 Radio Replacements -$106,757
- Traffic Response Trailer - $16,772
- Fire Inspector Vehicle - $38,725
- Fire P25 Radio Replacements - $88,000
- Nissan Frontier (Split w/ Stormwater) - $12,500
- Bobcat Excavator - $32,500
- Crew Truck - $53,568
- Landscape Maintenance Truck - $51,408
- Ford Ranger - $38,880
- Heavy Truck Column Lift - $68,000
- Heavy Truck Bay Bridge - $35,000
- Elevator Control Boards - $20,000
- Electric Transit Van - $33,480
- Replacement Van - $28,080
- Annual Street Paving - $300,000
- ADA Kayak Launch - $20,000
- Porcher House - $25,000

FY 2023 - 2026 General Fund CIP Requests Submitted in FY22

- 2023 - $2,247,921 (Police Vehicles, Police and Fire P25 Radio Replacement, SWAT Vehicle, Street Paving, Fleet Service Vehicle, City Hall Carpet, Dump Truck, Fleet Faster, and Porcher House Rehab)
- 2024 - $1,837,737 (Police Vehicles, Police and Fire Radio P25 Replacement, Traffic Surveillance Pole, and Annual Street Paving)
- 2025 - $1,768,260 (Police Vehicles, Police and Fire Radio P25 Replacement, Fire Utility Truck, Annual Street Paving, and Indian River Drive (IRD) Stabilization)
- 2026 - $2,245,557 (Police Vehicles, Police and Fire P25 Radio Replacement, Annual Street Paving, Dixon and IRD Roadway Resiliency Project)

FY 2022 General Fund Budget Update



Serving our community with P.R.I.D.E!

FY 2022 Budget by Classification Report - Summary Listing

2/28/2022

Target for February 2022 is 42%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	$ 11,201,437		$ 7,897,749	$ 3,303,688	71%
OTHER PERMITS AND FEES	$ 4,659,809		$ 3,098,833	$ 1,560,976	67%
INTERGOVERNMENTAL	$ 3,206,206		$ 848,142	$ 2,358,064	26%
CHARGES FOR SERVICES	$ 13,614,745		$ 5,642,582	$ 7,972,163	41%
FINES AND FORFEITURES	$ 14,000		$ 13,422	$ 578	96%
MISCELLANEOUS	$ 666,258		$ 302,105	$ 364,153	45%
OTHER SOURCES (NON-REVENUE)	$ 18,936,615		$ 2,983,424	$ 15,953,191	16%
REVENUE TOTALS	**$ 52,299,070**		**$ 20,786,257**	**$ 31,512,813**	**40%**
EXPENSE					
SALARIES AND BENEFITS	$ 26,423,580	$ 3,062	$ 9,104,409	$ 17,316,109	34%
OPERATING EXPENDITURES	$ 15,891,288	$ 3,604,658	$ 3,550,318	$ 8,736,312	45%
CAPITAL OUTLAY	$ 7,057,618	$ 2,978,041	$ 963,291	$ 3,116,286	56%
GRANTS, AIDS AND OTHER	$ 2,926,584	$ -	$ 1,688,772	$ 1,237,812	58%
EXPENSE TOTALS	**$ 52,299,070**	**$ 6,585,761**	**$ 15,306,790**	**$ 30,406,519**	**42%**
REVENUE TOTALS	**$ 52,299,070**	**$ -**	**$ 20,786,257**	**$ 31,512,813**	**40%**
EXPENSE TOTALS	**$ 52,299,070**	**$ 6,585,761**	**$ 15,306,790**	**$ 30,406,519**	**42%**
	$ -	**$ (6,585,761)**	**$ 5,479,467**	**$ 1,106,294**	

*Unaudited

FY 2022 Water/Sewer Budget Update

Serving our community with P.R.I.D.E!

FY 2022 Budget by Classification Report - Summary Listing

2/28/2022

Target for February 2022 is 42%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 69,083,674		$ 27,981,594	$ 41,102,080	41%
INTERGOVERNMENTAL/GRANTS	$ -		$ -	$ -	0%
MISCELLANEOUS	$ 214,444		$ (312,195)	$ 526,639	-146%
OTHER SOURCES (*NON-REVENUE)	$ 15,568,847		$ -	$ 15,568,847	0%
REVENUE TOTALS	**$ 84,866,965**	-	**$ 27,669,399**	**$ 57,197,566**	**33%**
EXPENSE					
SALARIES AND BENEFITS	$ 19,738,153	$ -	$ 6,311,882	$ 13,426,271	32%
OPERATING EXPENDITURES	$ 32,294,092	$ 8,337,219	$ 7,757,969	$ 16,198,904	50%
CAPITAL OUTLAY	$ 9,176,877	$ 1,406,933	$ 579,686	$ 7,190,258	22%
GRANTS, AIDS AND OTHER	$ 23,657,843	$ -	$ 11,645,687	$ 12,012,156	49%
EXPENSE TOTALS	**$ 84,866,965**	**$ 9,744,152**	**$ 26,295,224**	**$ 48,827,589**	42%
REVENUE TOTALS	**$ 84,866,965**	**$ -**	**$ 27,669,399**	**$ 57,197,566**	**33%**
EXPENSE TOTALS	**$ 84,866,965**	**$ 9,744,152**	**$ 26,295,224**	**$ 48,827,589**	**42%**
**	**$ -**	**$ (9,744,152)**	**$ 1,374,175**	**$ 8,369,977**	

*Unaudited

FY 2022 Stormwater Budget Update

Serving our community with P.R.I.D.E!

FY 2022 Budget by Classification Report - Summary Listing

2/28/2022

Target for February 2022 is 42%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
*STORMWATER ASSESSMENT	$ 1,830,148		$ 1,642,478	$ 187,670	90%
CHARGES FOR SERVICES	$ -		$ (631)	$ 631	100%
INTERGOVERNMENTAL/GRANT	$ 13,054		$ 13,900	$ (846)	0%
MISCELLANEOUS	$ 400		$ 11,104	$ (10,704)	100%
OTHER SOURCES (NON-REVENUE)	$ 289,989		$ -	$ 289,989	0%
REVENUE TOTALS	**$ 2,133,591**	**$ -**	**$ 1,666,851**	**$ 466,740**	**78%**
EXPENSE					
SALARIES AND BENEFITS	$ 647,688	$ -	$ 201,914	$ 445,774	31%
OPERATING EXPENDITURES	$ 699,578	$ 55,902	$ 187,806	$ 455,870	35%
CAPITAL OUTLAY	$ 786,325	$ 237,186	$ 136,987	$ 412,152	48%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	
EXPENSE TOTALS	**$ 2,133,591**	**$ 293,088**	**$ 526,707**	**$ 1,313,796**	**38%**
REVENUE TOTALS	**$ 2,133,591**	**$ -**	**$ 1,666,851**	**$ 466,740**	**78%**
EXPENSE TOTALS	**$ 2,133,591**	**$ 293,088**	**$ 526,707**	**$ 1,313,796**	**38%**
	$ -	**$ (293,088)**	**$ 1,140,144**	**$ (847,056)**	

*Stormwater Assessment Revenues come in November-March

Budget Development

- Fiscal year is 10/1 to 9/30
- Budget must be balanced per Florida Statutes
- Must be adopted by Oct. 1 of each year
- Must adopt during the budget process:
  - Proposed Millage Rate
  - Proposed Budget
  - Tentative Millage Rate and Budget
  - Final Millage Rate and Budget
  - Must be completed by dates established in TRIM

New Money (Estimates) General Fund

FY23 Budget	
Property Value Increase 3% (Current Millage Rate)	$229,480
Fire Assessment 3% Increase	$87,000
Utility/Stormwater Indirect Cost Allocations 3% Increase	$214,681
Utility Return on Investment (ROI) 3% Increase Contribution	$264,008
County (Lee Wenner Park)	($65,000)
Total Estimated Increase in Revenue:	**$730,169**

Increased In Expense (Estimates) General Fund

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FY23 Budget	
General Fund (GF) Salary Increase 3%	$652,766
General Fund Health Insurance Est. 10% Increase	$439,147
(GF) Fuel (40% increase in Fuel since 10/21)	$134,000
(GF) Utilities (Electric and Water/Sewer) 4%	$25,000
Software	$25,000
Total Estimated Expense Increases:	**$1,275,913**
Estimated Shortfall	**($545,744)**

Balancing the General Fund Budget

Total General Fund Revenue FY 2022	$43,133,827
Utiliy Related Fees:	
Water/Sewer Fund & Stormwater Fund Administrative Costs	$7,156,067
Return On Investments (ROI)	$7,237,355
Payment in Lieu of Franchise Fees	$1,562,914
Utility Billing and Service Charges	$2,758,050
Total Utility Fund's Support	**$18,714,386**
General Fund Revenue Without Utility Support:	$24,419,441
Less:	
Police Department	($11,074,445)
Fire Department	($6,857,101)
Public Works Department	($9,080,504)
General Fund Payment to the CRAs	($1,139,796)
General Fund Debt Payments	($1,749,088)
Amount Available to Fund All Other General Fund Services	**($5,481,693)**

Balancing the General Fund Budget

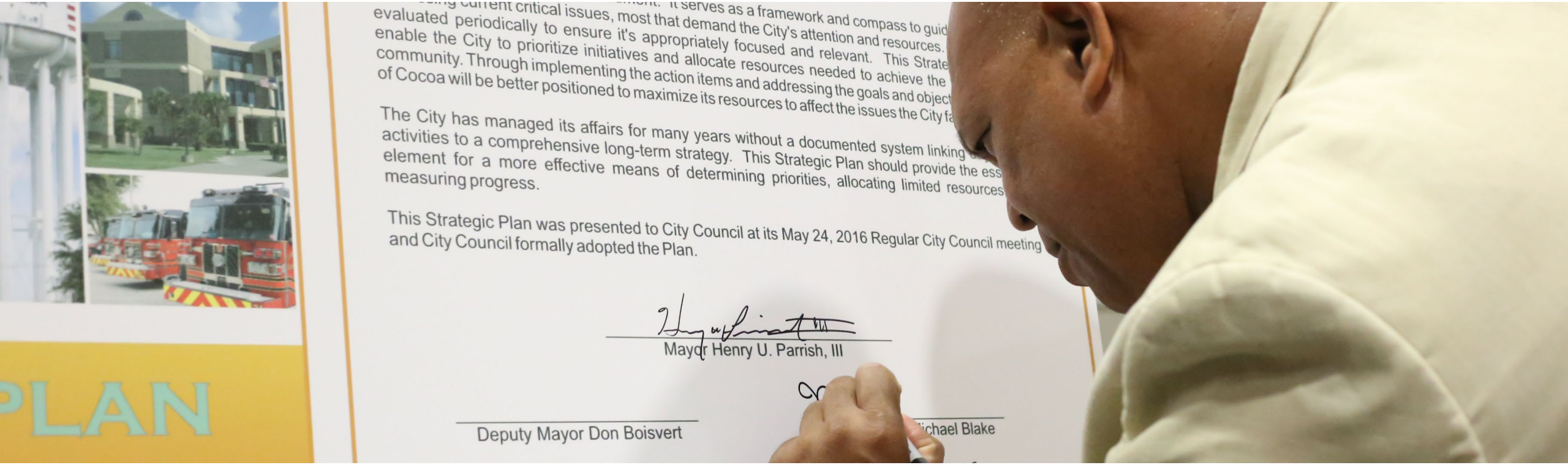
Property Tax Revenue FY 2022	$7,649,355
Police Budget	$11,074,445
Fire Budget	$6,857,101
Public Works Budget	$9,080,504
Net	($19,362,695)
Fire Assessment Collections	$2,901,407
Difference (Shortage)	**($16,461,288)**

FY 2023 Budget Calendar

- March 15, 2022 - Budget Priorities and Goal Setting
- April 7, 2022 - Budget Priorities and Goal Setting
- May 26, 2022 - Budget Workshop (Proposed Millage)
- July 8, 2022 - Budget Workshop (Financial Consultants)
- July 26, 2022 - Tentative Millage Rate Adoption
- August 9, 2022 - Preliminary Fire and Stormwater Assessment (Public Hearing)
- August 23, 2022 - Final Fire and Stormwater Assessment (Public Hearing)
- September 2022 (TBD) - First Millage/Budget Public Hearing and Final Millage/Budget Public Hearing

WHERE WE WERE 2016-2021

STRATEGIC PLAN UPDATE



COCOA FLORIDA

2016-2021 SWOT ANALYSIS



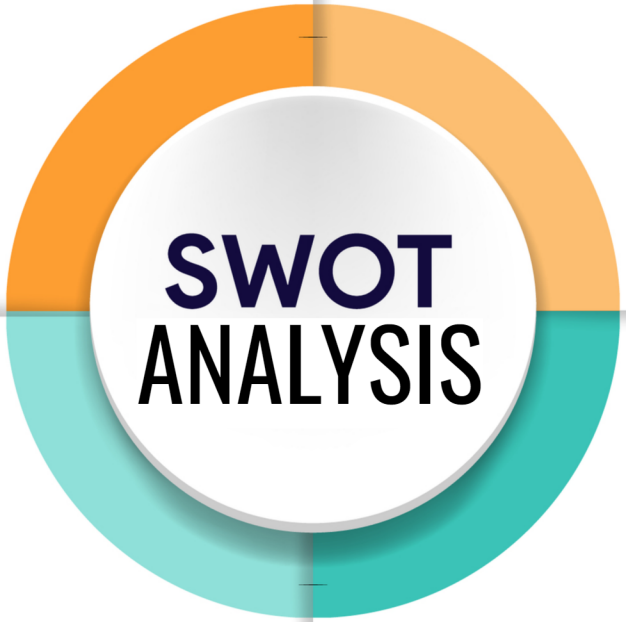
STRENGTHS

- Regional Water Utility
- Cocoa Village
- Employee Knowledge
- Location
- Financial Status



WEAKNESSES

- Cocoa's Image/Reputation
- Irregular City Boundaries
- Crime
- Non-competitive pay scale
- Limited funding for improvements





OPPORTUNITIES

- Cocoa Village
- Use of City Resources (Riverfront Park, Cocoa Conservation, Etc)
- Annexations
- Expansion of Water Utility
- Industrial Areas

THREATS



- Competition for Municipal Employees
- Image/Reputation
- Lack of service businesses due to economics
- Port Canaveral
- Viera/Other Brevard municipalities



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STRATEGIC ISSUES

I. Crime Awareness and Prevention
II. Image
III. Economic Development
IV. Employees
V. Fiscal Sustainability
VI. Community Development
VII. Public Safety
VIII. Civic Engagement

- 8 Strategic Issues
- 23 Goals
- 59 Objectives
- 225 Initiatives

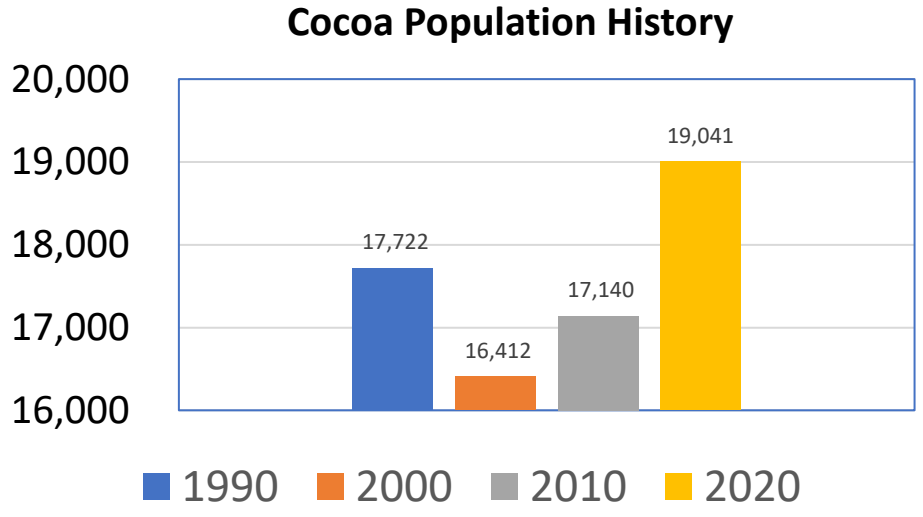


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DEMOGRAPHICS

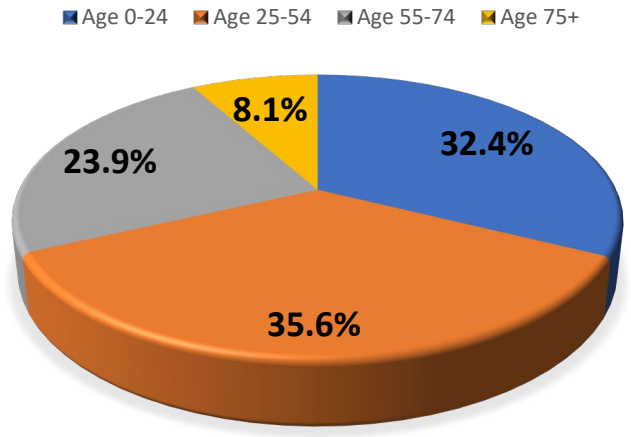
COCOA
FLORIDA

Cocoa Population History



Source: 2020 Census

Cocoa Age Category



Area	White	Black	Hispanic Origin	Other
Cocoa	53.3%	26.8%	16.9%	3.0%
Brevard	73.9%	9.7%	11.2%	5.2%
Florida	57.7%	15.1%	26.5%	0.7%

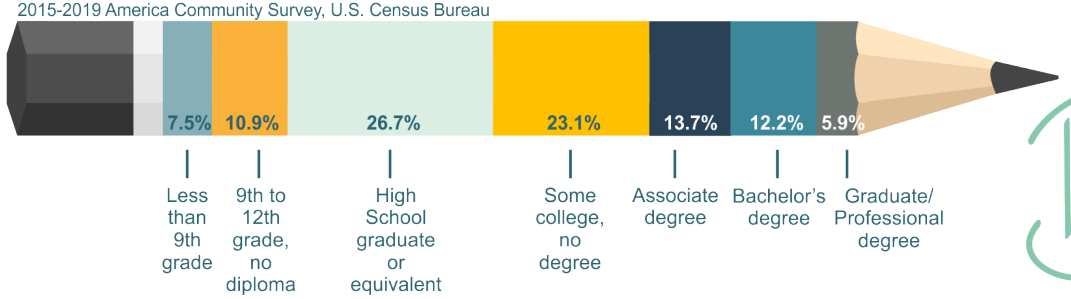
Jurisdiction	Median Age
Cocoa	40.4
Brevard	45.9
Florida	41.0

DEMOGRAPHICS

COCOA
FLORIDA

Educational Attainment

2015-2019 America Community Survey, U.S. Census Bureau



Median Household Income

2015-2019 America Community Survey, U.S. Census Bureau

Florida $59,227

Brevard County $56,775

Cocoa $38,892

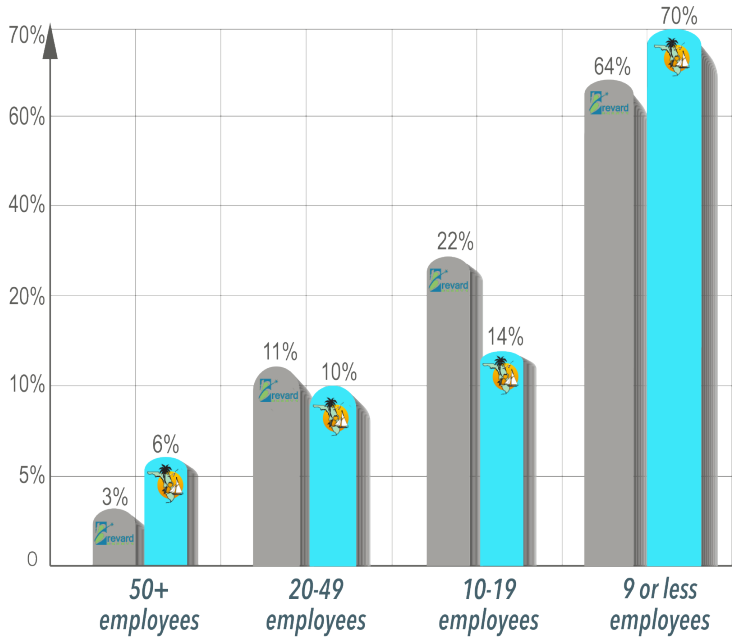
Business

Size by Number of Employees

Cocoa has a large number of small businesses with 84% of Cocoa businesses having fewer than 20 employees.

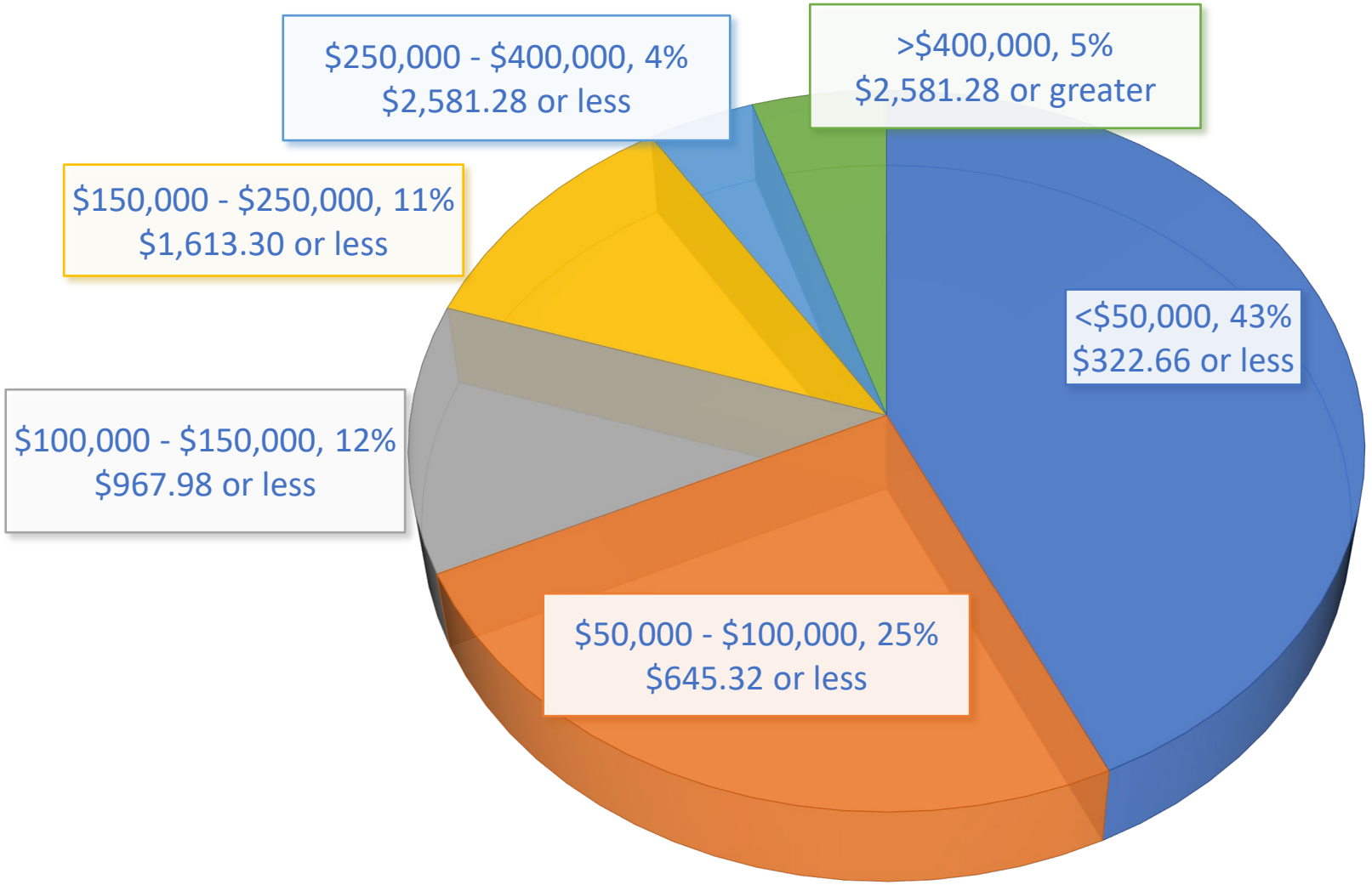
= Brevard County = Cocoa

Source: Florida Department of Economic Opportunity, Bureau of Workforce Statistics and Economic Research, Quarterly Census of Employment and Wages Program.



TAXABLE PROPERTY VALUES

COCOA
FLORIDA



OLD VS. NEW

COCOA
FLORIDA

OLD

Mission
Vision
Values
Strategic Issues
Goals
Objectives
Action Item

NEW

Mission
Vision
Values
Priority Areas
Goal Statements
Initiatives

WHERE WE ARE GOING

PRIORITY AREAS



COCOA
FLORIDA

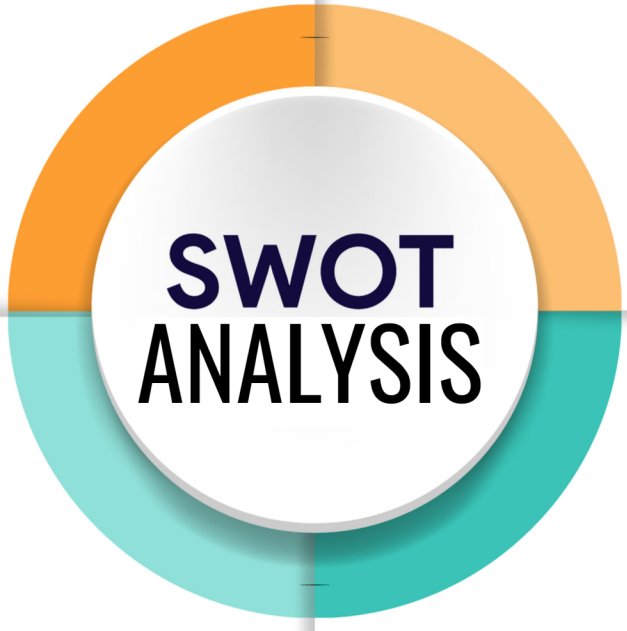
2022 SWOT ANALYSIS

STRENGTHS

- Regional Water Utility
- Cocoa Village
- Employee Knowledge
- Location
- Financial Status

WEAKNESSES

- Cocoa's Image/Reputation
- Irregular City Boundaries
- Crime
- ~~Non-competitive pay scale~~
- Limited funding for improvements



OPPORTUNITIES

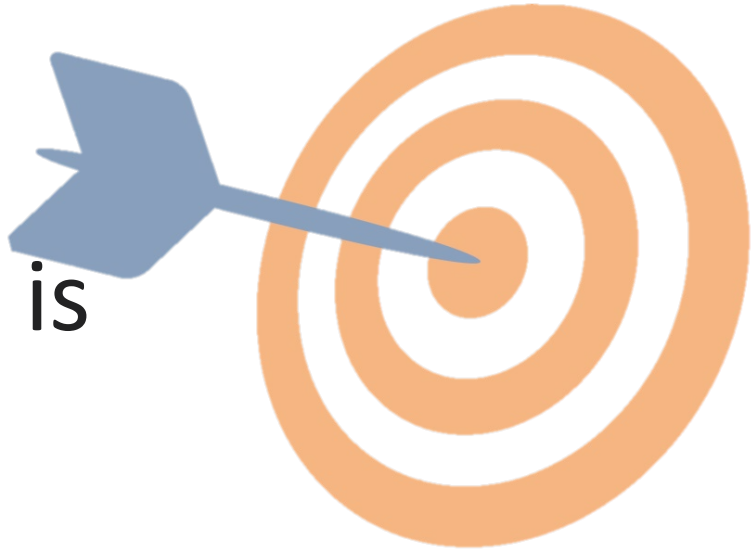
- Cocoa Village
- Use of City Resources (Riverfront Park, Cocoa Conservation, Etc)
- Annexations
- Expansion of Water Utility
- Industrial Areas
- Brightline Station

THREATS

- Competition for Municipal Employees
- Image/Reputation
- Lack of service businesses due to economics
- ~~Port Canaveral~~
- Viera/Other Brevard municipalities

Serving our community with P.R.I.D.E!

MISSION



The mission of Cocoa's government is

"To enrich the quality of life for our unique and diverse community by delivering Professional, Responsive, Innovative, Dedicated and Exceptional public services!"

Serving our community with P.R.I.D.E.

Serving our community with P.R.I.D.E!

VISION

We envision Cocoa as a safe, vibrant, environmentally conscious city that is diverse, rich in history, and promotes a creative and inclusive community with ample employment, housing, recreational, and social opportunities for all.

CORE VALUES

Integrity

Conducting ourselves in a moral, ethical, and honest manner.

Accountability

Citizens, Staff and City Council taking ownership and responsibility to promote public trust.

Leadership

Encouraging community participation, inclusivity and awareness and exhibiting actions that serve as persuasive examples for others to follow.

Professionalism

Serving the community competently and efficiently with character and a positive attitude.

Excellence

Providing responsive and exceptional customer service.

Respect

Treating the public and one another with dignity, consideration and compassion.

Serving our community with P.R.I.D.E!

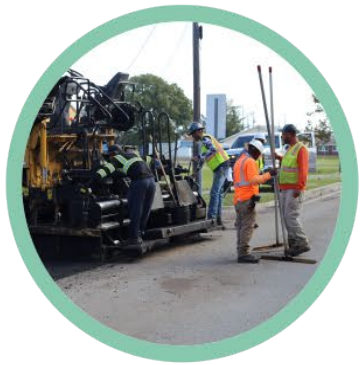
PRIORITY AREAS

COCOA
FLORIDA





PUBLIC SAFETY &
COMMUNITY STANDARDS



PUBLIC
INFRASTRUCTURE



ECONOMIC & COMMUNITY
DEVELOPMENT



COMMUNITY OUTREACH
& ENGAGEMENT



ORGANIZATIONAL
EFFECTIVENESS

PUBLIC INPUT ON PRIORITY AREAS



- In order to produce an enhanced quality of life for our residents, business owners and visitors by focusing on the priority areas of **Public Safety, Public Infrastructure, Economic/Community Development, Community Outreach and Engagement, and Organizational Effectiveness**, what actions should the City take and what should the budget priorities be next fiscal year?

COCOA
FLORIDA



PUBLIC SAFETY/COMMUNITY REGULATIONS

Provide effective and efficient public safety services that remains pro-active and allows for enhanced community relations and preparedness.

- Implement pro-active, community-based solutions to build strong community relations.
- Proactively respond to shifting crime trends and emerging social problems.
- Attract and retain a skilled community-oriented and diverse sworn and civilian workforce.
- Ensure training and readiness of Public Safety employees.
- Enhance community disaster preparedness initiatives.
- Enhance code enforcement efforts while continuing to strive for voluntary compliance.

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INVESTMENT IN PUBLIC INFRASTRUCTURE

Ensure safe and efficient public infrastructure that drives growth and development in the Space Coast region.

- Ensure the delivery of safe, clean drinking water to all utility customers.
- Enhance the City's transportation networks. (Train, Bicycle, Walk, Drive, Public Transit)
- Invest in environmental stewardship.
- Support a safe, accessible, well-maintained network of parks, facilities and greenspace.

ECONOMIC/COMMUNITY DEVELOPMENT

Enhance efforts to make the City of Cocoa a thriving and competitive economic driver along the Space Coast.

- Enable growth through enhanced and modernized infrastructure.
- Maintain and attract new industry, jobs and investment through targeted marketing efforts, data collection and maintenance.
- Support education, training and job readiness programs.
- Improve residential development and rehabilitation programs to ensure a diversity of housing options.

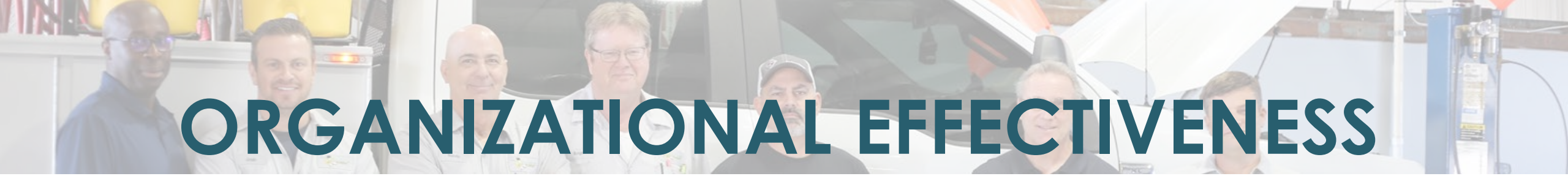


COMMUNITY OUTREACH & ENGAGEMENT

Engage residents, business owners and visitors to participate in and be informed about their community.

- Continue to find new ways to communicate and reach the entire community with the latest news and information.
- Engage residents in volunteer boards and committees through community outreach programs.
- Ensure branding standards are maintained.
- Encourage a diverse array of special events at city facilities.

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ORGANIZATIONAL EFFECTIVENESS

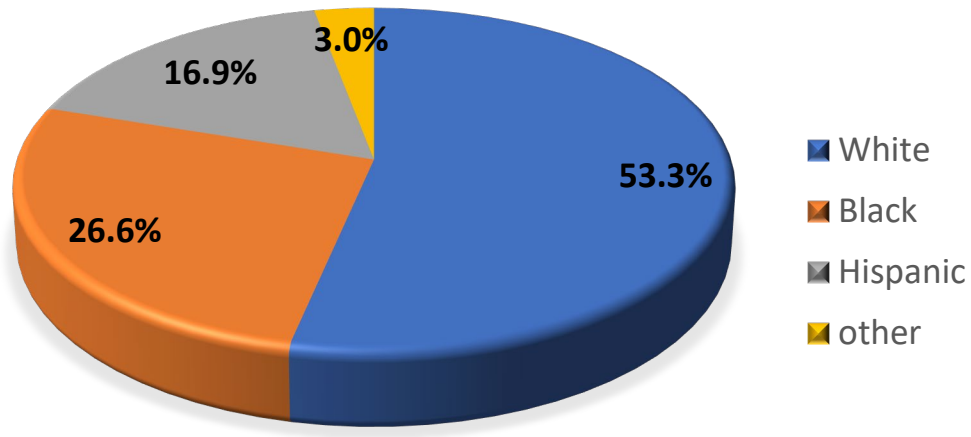
Drive efficiency with impact focused workflow and attraction and development of a qualified workforce.

- Enhance efforts to attract, develop and support a qualified and capable workforce reflective of the community.
- Leverage the latest technology to deliver efficient and effective public services to the community.
- Improve organization efficiency and effectiveness by analyzing workflow processes.
- Maintain the City's long-term fiscal sustainability.

DEMOGRAPHICS

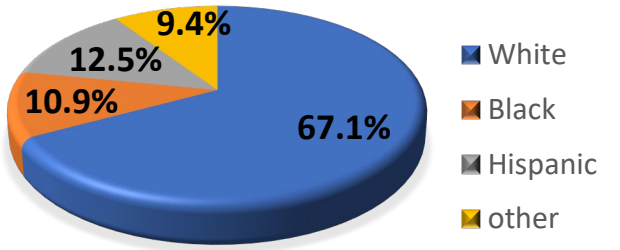
COCOA
FLORIDA

Cocoa Population Demographics

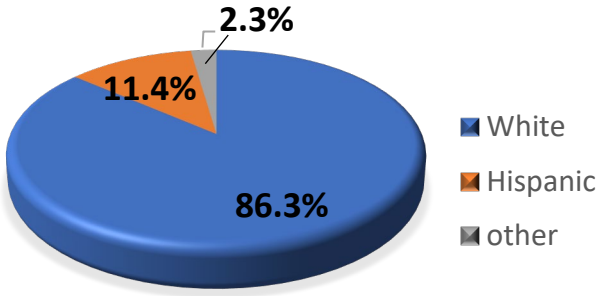


Source: 2020 Census

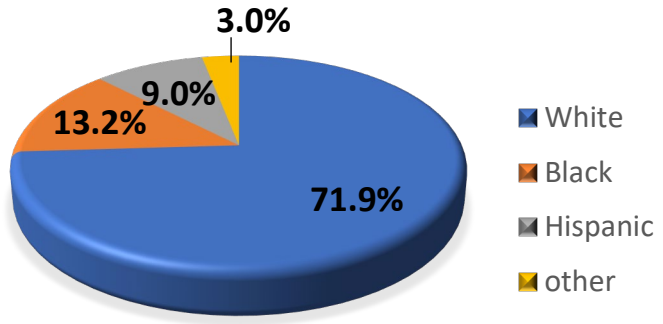
Cocoa Sworn Police Officer Demographics



Cocoa Fire Department Demographics



Cocoa City Employees Demographics



COCOA CITY COUNCIL

PRIORITIES/FOCUS AREAS



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PUBLIC INPUT ON PRIORITY AREAS



- In order to produce an enhanced quality of life for our residents, business owners and visitors by focusing on the priority areas of **Public Safety, Public Infrastructure, Economic/Community Development, Community Outreach and Engagement, and Organizational Effectiveness**, what actions should the City take and what should the budget priorities be next fiscal year?

COCOA
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ONLINE DASHBOARD

- Check the progress of the priority areas with project updates online.

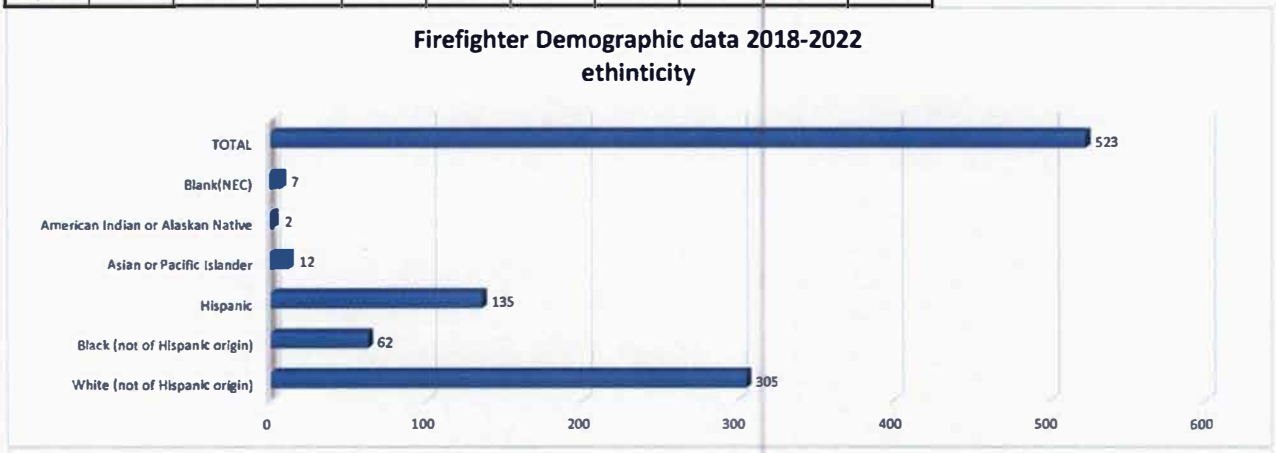


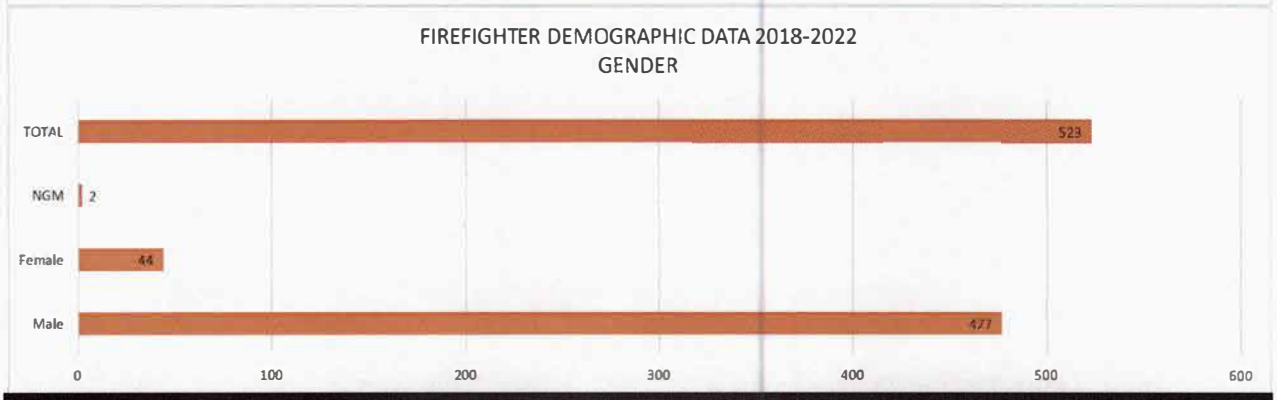
QUESTIONS

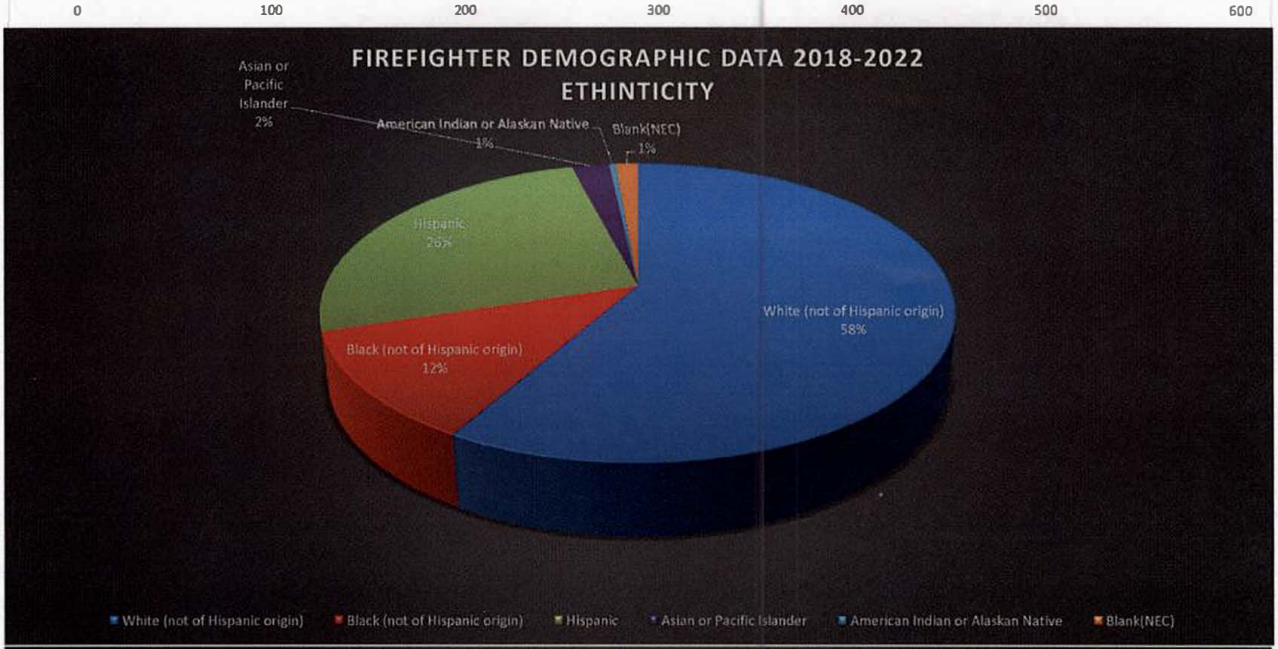
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CITY OF COCOA FIRE RESCUE DEMOGRAPHIC DATA 2018-2022

White (not of Hispanic origin)	Black (not of Hispanic origin)	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native	Blank(NEC)	TOTAL	Male	Female	NGM	TOTAL
305	62	135	12	2	7	523	477	44	2	523







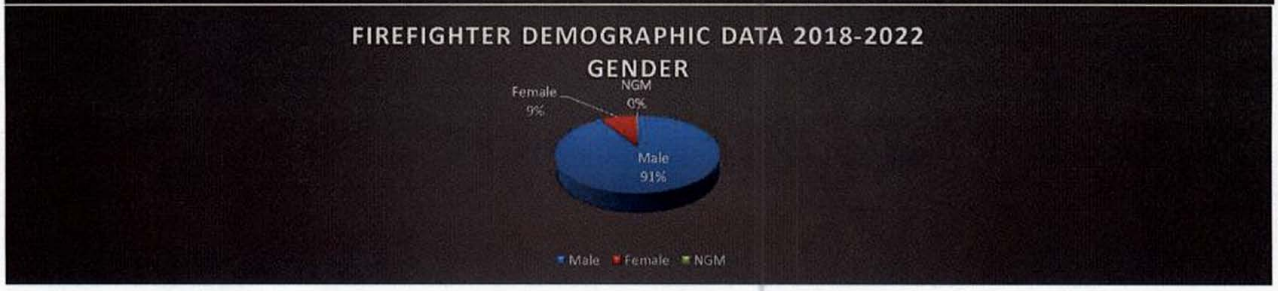


EXHIBIT D: Petition submitted by Councilmember Dyal

We, the Residents of the Cocoa Bay Neighborhood, do not want the entrance of the Cocoa Conservation Area in our neighborhood due to illegal use and sale of narcotics and other criminal activities taking place. There is substantial increase of speeding cars and dirt bikes which are terrorizing our once peaceful neighborhood. We are also finding used needles and syringes in our front yards.

Name	Address	Sign	Date
GARY FORSHEE	1610 RIDGE DR		2/26/22
Marlene Harrison	1611 Ridge Dr.	Marlene Harrison	2/26/22
Chuck Marshall	1631 Ridge Dr	Chuck Marshall	2/26/22
Edward C Schultz	1629 ridge dr	Ed Schultz	2/26/22
Bonnie Kelley	1634 Cocoa Bay	Bonnie Kelley	2/26/22
Michelle Johnson	1612 RIDGE DR	Michelle Johnson	2/26/22
David Buckman	1620 Ridge Dr.	David Buckman	2/26/22
MICHAEL MCAFEE	1613 RIDGE DR	Michael McAfee	2/26/22
Edward C. Johnson SR	1612 Ridge Dr.	Edward C. Johnson SR	3/1/2022
MARY E FORSHEE	1610 RIDGE DR	Mary E Forshee	3/1/2022
HARRISON MICHAEL	1611 RIDGE DR		3-1-2022
Woods Scott	1611 RIDGE DR	S Woods	3-1-2022
Stephanie Herlinger	1610 Cocoa Bay	Stephanie Herlinger	3/1/22
BEN HERLINGER	1610 COCOA BAY		3/1/22
MICHAEL G. MOAN	1622 COCOA BAY BLVD	M. G. Moan	3/3/22
Tammi J. Anderson	1601 Ridge Dr		3/4/22
John J. Hoodock	1614 Ridge Dr.	John Hoodock	3/4/22
Cheryl Boyer	1608 Ridge Dr.	Cheryl Boyer	3/5/22
Daniel Rust	1612 Cocoa Bay Blvd		3/5/22
Stephen Franks	1614 Cocoa Bay Blvd		3/5/22

We, the Residents of the Cocoa Bay Neighborhood, do not want the entrance of the Cocoa Conservation Area in our neighborhood due to illegal use and sale of narcotics and other criminal activities taking place. There is substantial increase of speeding cars and dirt bikes which are terrorizing our once peaceful neighborhood. We are also finding used needles and syringes in our front yards.

Name	Address	Sign	Date
Charles Redden	1618 Ridge dr		3/13/22
Lee Marshall	1600 Cocoa Bay Blvd		03/13/22
Carley Gray	1602 Cocoa Bay Blvd	Carley Gray	3/13/22
Frank A Sea Hs	1608 Cocoa Bay Blvd		3/13/22
Robin L Stern	1601 Cocoa Bay Blvd		3/13/22
	1611 Cocoa Bay Blvd		3/13/22
	1604 Cocoa Bay Blvd		3/13/22
	1609 Ridge dr		3-13-

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Name	Address	Sign	Date
Jennifer Jamrozy	1600 Cocoa Bay		3-3-22
Douglas	1624	COCOA BAY	3-5-22
	1626	cocoa bay	3/5/22
	1613 Ridge Dr		3-5-22
	1630 Ridge Dr.		03-05-2022
	1641 RIDGE DR		3-5-2022
	1616 Ridge Dr.		3-5-2022
	1616 RIDGE DR		3/5/2022

File #: 22-225, **Version:** 1

CITY COUNCIL AGENDA ITEM

Memo Date: April 14, 2022
Agenda Date: April 26, 2022
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes for the Budget Priorities & Goal Setting Workshop held on March 15, 2022, 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 Budget Priorities & Goal Setting Workshop held on March 15, 2022, as written or with amendments.

File #: 22-225, **Version:** 1

CITY COUNCIL AGENDA ITEM

Memo Date: April 14, 2022
Agenda Date: April 26, 2022
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
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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 Budget Priorities & Goal Setting Workshop held on March 15, 2022, as written or with amendments.

Legislation Details (With Text)

File #:	22-226	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	4/14/2022			**In control:**	City Council
On agenda:	4/26/2022			**Final action:**	
Title:	Approve the Minutes for the Regular City Council Meeting held on March 22, 2022, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	03-22-2022 Minutes ADA.pdf EXHIBIT A: Audit Report Presentation.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

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Agenda Date: April 26, 2022
Prepared By: Carie Shealy, City Clerk
Through:
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Approve the Minutes for the Regular City Council Meeting held on March 22, 2022, as written or with amendments.

BACKGROUND:

NA

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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 City Council Meeting held on March 22, 2022, as written or with amendments.

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MINUTES
City of Cocoa
Regular Meeting of The City Council

March 22, 2022

A Regular City Council Meeting was held on Tuesday, March 22, 2022, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

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

A moment of silence was held for the people in the Ukraine.

Students from McNair Middle School and teachers were in attendance and Mayor Blake thanked them all for their attendance and for the work they put into the children.

Students from McNair Magnet School provided the invocation and 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
	Lavander Hearn	Deputy Mayor
	Rip Dyal	Councilmember
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney
	Stockton Whitten	City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Charlene Neuterman, Community Services Director; Jonathan Lamm, Fire Chief; Evander Collier, Police Commander; Rebecca Bowman, Finance Director; Rob Beach, Chief Technology Officer; Angela Essing, Growth and Economic

Development Director; Bryant Smith, Public Works Director; Samantha Senger, Assistant to the City Manager/PIO; and Erik Montgomery, Helpdesk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of March 22, 2022. (22-165)

2. Minutes: N/A

*** MOTION by Councilmember Dyal; Seconded by Deputy Mayor Hearn, to approve the Agenda for the Regular meeting of March 22, 2022.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. Proclamation: Proclaiming the Month of April, 2022 as "Water Conservation Month". (22-131). (Utilities Director)

Mr. Walsh read the proclamation into the record.

Councilmember Koss also pointed out that today is “World Water Day.”

2. Proclamation: Proclaiming April 10 - 16, 2022 as “National Public Safety Telecommunicators Week.” (22-44). (Chief of Police)

Sergeant Amy Moon and Kathy Doran came forward to be recognized from the Police Department. Chief Collier read the proclamation into the record.

Mayor Blake thanked them for all that they do and for being available at all times.

IV. Delegations:

Mitzi Tighe, Titusville, spoke about the Joe Lee Smith Center as she recently found out that they were lacking life guards. She offered to do free swim lessons there in order to support the Center. She felt lessons were imperative and there were others who could help with the lessons as well.

Councilmember Goins advised that at the last council meeting they approved to pay for two citizens to get life guard certifications. There is another gentleman sponsoring two as well. He requested that the City Manager set up a meeting with

the County. He assured Ms. Tighe that they were committed to getting lifeguards and thanked her for stepping up.

Councilmember Koss also thanked her for coming forward and advised that there are only eight total lifeguards so Cocoa may not be the priority. She further pointed out that at a recent Aging Matters luncheon there were several elderly people interested in the pool so she believes that it is important to get the pool ready for a variety of uses.

Aisha Davis, Cape Canaveral, shared her willingness to work with Ms. Tighe on bringing programs to the Center. There are also other programs that can be offered such as Zumba classes.

Short Bo Spirit, Cocoa, mentioned that she met the new Police Chief on a community walk that he did. She was not aware of him and thanked him for what he has done so far, as things seem to be calmed down. She would like something done about the speeding on her road and further mentioned the City's water service and that she had a lot of bad feelings about it. She voiced her concerns about the services and advised she was not in favor of the tax exemption for Walmart.

Hely Martinez, Brevard Early Head Start Education's Center Director, 1403 Dixon Blvd., Cocoa, introduced herself and shared that there are free services for children under three years old. They are now accepting applications for new enrollments in the fall and they have enjoyed being in the community. She invited all to stop by and visit the center.

Linda Dolphin, Cocoa resident, read a statement into the record regarding a citizens' comment at the workshop held on March 15, 2022. She also felt falsely accused for asking to see a zero-millage budget and she stands behind the suggestion. The treatment sets a poor tone for civility and she asked that the Council and City Manager refrain from ridiculing citizen comments.

Mayor Blake thanked her and noted that he has never seen or heard the City Manager ridicule anyone.

Marisol Lanza, 436 Satsuma Street, Cocoa, asked the Police Chief if he had received the ten emails that she has sent as she has never received a response. She provided pictures to Council of the issues she is dealing with and complained

of the music at 434 Satsuma St. as it is getting worse. She would like the issues looked into.

V. Consent Agenda:

(A) General Consent Items:

1. Approve the Purchase of Two (2) New 2022 F-250 Regular Cab, 2 Wheel Drive, XL 8 Foot Bed, 142 Wheel Base Trucks Utilizing the Sourcewell Cooperative Purchasing Contract # 060920-NAF, Expiring August 1, 2024; To Approve a Resolution Amending the FY22 Budget (BAF#22-058-T). (22-132). (Public Works Director)

2. Approve an additional field acceptance testing cost of $10,635.00 toward RFP P-22-03-COC ($252,212.00) to the contract being negotiated with Tierra, Inc. for Construction, Engineering and Inspection (CEI) Services for the oversight of the Fiske Blvd. and Broadmoor Acres Drainage Improvements Project; Approve a Resolution authorizing the City Manager to approve Change Orders in an Amount Not to Exceed $26,284.70 (10%) for a CEI Services Total of $289,131.70. (22-148). (Public Works Director)

3. Approve a HOME Investment Partnership (HOME) Program Agreement with Community Housing Initiative, Inc. (CHI) in the amount of $301,679.54 to award funds for the administration of the City's Purchase Assistance Program. Approve a Resolution amending the FY 2022 Budget (BAF# 22-060-T) transferring grant funding into the appropriate account. (22-149). (Community Services Director)

4. Approve a Resolution to Establish the Stabilization and Health Insurance Reserves for Fiscal Year 2022. (22-150). (Finance Director)

5. Approval of the requested Pay Plan change for Fiscal Year 2022. (22-151). (City Manager)

(B) Multi-Year Contracts:

None.

*** MOTION by Deputy Mayor Hearn; Seconded by Councilmember Goins, to approve the Consent agenda.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

1. Conduct a Public Hearing to obtain citizen input and comments on housing and community development needs; approve recommendations on the FY 2022-2023 CDBG and HOME program funding; and provide notice to solicit public comment for both the FY 2022-2027 (5) year Consolidated Plan and notice of final public hearing scheduled for April 26, 2022. (22-141). (Community Services Director)

Ms. Neuterman stated that for FY 2022-2023, and based on last year's allocation, the City anticipates receiving $175,249 in Community Development Block Grant (CDBG) funds from the U.S. Department of Housing & Urban Development (HUD) as a direct entitlement. The City also anticipates receiving $81,562.93, based on last year's allocation, in HOME Investment Partnership Program (HOME) funds from HUD as part of the Brevard County HOME Consortium, which is composed of the cities of Cocoa, Melbourne, Palm Bay, Titusville, and Brevard County.

She explained the criteria in detail that the CDBG funds must meet and what the funds can be used for. Additionally, all activities that are carried out with the CDBG and HOME funds must be consistent with the priorities and needs of the five (5) year Consolidated Plan.

Ms. Neuterman provided staff's recommendations for funding as well as the amounts. She further added that Endeavor was not funded this year and explained the reasonings behind their decision. She pointed out that they provided feedback to them so that they could reapply next year.

Based on thorough review of each agency's proposal and financial statements, the committee's recommendations are as follows:

CDBG Public Services - Maximum 15% allowed $26,287			
Name of Agency	**Description of services to be provided**	**Amount Requested**	**Amount Recommended**
Community Services Council of Brevard -	Provide 13,953 well-balanced nutritional meals to 99 frail and nutritionally at-risk seniors.	$12,000	$12,000*

Senior Nutrition Program.			
Central Brevard Sharing Center	Provide daily nutritional meals to 357 low/mod income persons.	$15,000	$7,144*
The Salvation Army North Central Brevard Corps	Provide daily nutritional meals and provide basic necessities to 122 residents of their domestic violence shelter.	$5,000	$7,143*
Endeavour STEAM Summer Camp	Provide 2.87 days for 150	$5,000	$0
CDBG SECTION 108 Payments - $114,912			
Section 108 Loan Guarantee Program	Repayment of Section 108 Loan	$0	$114,912
CDBG Administration - 20% - $34,050			
City Staff			$33,050*
Fair Housing			$ 1,000
Total CDBG Admin			$34,050
Total CDBG Allocation			***$175,249***
****Any increase or decrease in funding will be deducted from the award.***			

HOME Administration- 7.43%* ***Brevard County Staff Admin 2.57%* - Total Admin 10%***			
Brevard County Staff Admin			$2,096*
City Staff Admin			$6,060*
HOME CHDO & Housing Set Aside - $79,466*			
CHDO Housing Activity	15% Mandatory CHDO set aside		$12,234*

Housing	Housing Activities		$61,172*
Total HOME Allocation			***$81,562***
****Any increase or decrease in funding will be deducted from the award.***			

Lastly, Ms. Neuterman stated that the next public hearing was listed for April 26, 2022 but according to the County it will not be ready for that time so it will be brought back at a later date.

Councilmember Koss asked about the $114,912 which was going towards the Joe Lee Smith Community Center and inquired about how long they would be paying for that debt. In response, Ms. Neuterman advised that it was the second year of the loan and they make payments as funds are available. Ms. Bowman further explained that the principal on the loan was about $45,000-60,000 per year, however, anything extra is being used to pay down the debt as there is no guarantee that the City will always receive CDBG funds. The interest rate is fairly low at this point until HUD decides that they want to sell it.

Councilmember Koss further asked why the Salvation Army was granted a little more. In response, Ms. Neuterman noted that it was based on the scoring and that they have a proven need as they have served above and beyond what has been given from the City.

Susan Blakesly, Central Brevard Sharing Center, thanked Council and provided their mission statement. She spoke in detail about the services that are provided and that they feed every day and clients range from infants to the elderly. Seventy percent of all services they provide are given to Cocoa residents. She invited them to their BBQ on April 2nd at Burton Smith Park.

Miriam Acosta, Chief Financial Officer for Aging Matters in Brevard, spoke on their behalf and stated they have been in this community for many years. They strive to help aging citizens have an independent and quality life. They have moved into a larger facility so that they can house more seniors for their activities. She invited Council to come visit between 11 am and 1 pm daily. There are also twelve other sites around the county. Lastly, she mentioned the Stable Home Program and stated that the City of Cocoa was the first city to help with this.

Cindy Mitchell, Director of the Salvation Army Domestic Violence Program, stated that they have been operating for thirty-eight years in Brevard County. They offer

residential and non-residential services to survivors. She thanked the City for their help and explained what they utilize the funding for which is food and shelter. Services provided are voluntary, confidential, and completely free, as everything provided for survivors during their stay.

Mayor Blake closed the hearing to the public and returned it to Council.

Councilmember Goins advised that there was an overage of funding for the Salvation Army and expressed his appreciation for what they do but recommended to spread some of the funding around. He mentioned the programs at Endeavor and that he would like to take the overages and give it to them as they are providing great services.

He clarified that he was recommending to take $2,143 from Salvation Army which would bring them to $5,000; and to take $2,857 from Aging Matters which would bring them to $5,000.

Ms. Bowman pointed out that these are grant funds and she pointed out that there are laws and regulations that staff has to abide by when spending the money. If they make a change they could be at risk for losing funding in the future.

Councilman Goins provided information from the agenda item and pointed out why he thought Endeavor qualified for funding.

Ms. Neuterman explained that the committee met and she explained in further detail why Endeavor did not meet the requirements. She agreed that this could present a challenge and could disqualify the City for future funding.

City Manager Whitten asked Ms. Bowman if there were funds available under ARPA. Ms. Bowman agreed to check.

Mayor Blake asked everyone to give the process a chance.

Deputy Mayor Hearn commended Councilmember Goins for trying to expand funding around the city. He also thanked all of the organizations for everything that they do.

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

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

City Manager Whitten advised that staff has worked with Endeavor.

* **MOTION by Mayor Blake; Seconded by Councilmember Koss, to fund the Endeavor Program through ARPA if they are able, and to allow Finance to make all necessary budget amendments and transfers needed.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. Council Business:

1. Accept the Comprehensive Annual Financial Report (ACFR) and the Audit Report for Fiscal Year 2021. (22-120). (Finance Director)

Joel Knopp, a Shareholder with MSL, provided a presentation[1] and advised that they received full cooperation from City staff while conducting the audit. Ms. Bowman oversaw the audit and he stated that it is quite a process. He explained the audit reports and opinions provided.

Mr. Knopp explained an overview of the audit, including required communications, and the reports included in the CAFR. He announced that a clean opinion was provided and that there were no management letter comments.

The last report was the Auditor's Report on Compliance for each major Federal program and on Internal Control over Compliance and Report on schedule of expenditures of Federal awards. There were no compliance findings related to major grants and no internal control over compliance findings related to major grants.

Mr. Knopp reiterated that there is a lot of work that goes into the audit and they are here about six months out of the year. He congratulated City staff on a job well done.

Lastly, Mr. Knopp provided the financial highlights including a City-wide analysis, General Fund, General Fund Budget, and the Proprietary Fund (Water & Sewer).

[1] EXHIBIT A: Audit Report Presentation

Mayor Blake clarified that they have been good with the City's dollars and he provided kudos to the Finance team. Ms. Bowman thanked other departments as well.

* **MOTION by Councilmember Dyal; Seconded by Councilmember Koss, to Accept the Comprehensive Annual Financial Report (ACFR) and the Audit Report for Fiscal Year 2021.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Requesting Council approval for a revised street closure for the upcoming Historic Cocoa Village Main Street Car Show on April 2, 2022. (22-139). (Asst. to the CM/PIO)

Ms. Senger explained this street closure and that they are requesting to include two streets for the upcoming car show.

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

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Consider the reappointment of Ms. Candace Rogers as a member of the Cocoa CRA through April, 2026. (22-166). (Administrative Services Director)

* **MOTION by Mayor Blake; Seconded by Councilmember Goins, to Approve the Reappointment of Ms. Candace Rogers as a member of the Cocoa CRA through April, 2026.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Ms. Rogers thanked Council and staff for their support.

Deputy Mayor Hearn thanked her and felt she was an asset to the board.

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 by maintaining 239 jobs at an average annual wage above $42,421. (22-142). (Economic Development Manager)

   Ms. Essing provided the background to this item. She noted that they have maintained the jobs and the annual average wage has gone up to $58,000. They have increased their employment to 322 for a mixture of full and part-time jobs and they now distribute to all Sams Clubs in Florida.

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to approve the 2021 AVT exemption for Walmart based on the fulfillment of all the requirements of the Ad Valorem Tax Abatement Economic Incentive Agreement by maintaining 239 jobs at an average annual wage above $42,421.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Multi-Year Contracts:

None.

IX. Informational Agenda:

1. Calls for service provided by the Cocoa Fire Rescue Department for the month of February 2022. (22-137). (Fire Chief)

2. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2021 to 2/28/2022. (22-145). (Finance Director)

3. FY 2022 Budget Adjustment Report. (22-152). (Finance Director)

4. Data showing the relation between the estimated and actual income and expenses to date. (22-153). (Finance Director)

5. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (22-154). (Finance Director)

X. Reports:

City Manager Whitten spoke to the comments made during Delegations and he re-watched the video and did not ridicule anyone on that date. He takes exception to the comments that he ridiculed anyone on that day.

Ms. Neuterman pointed out that March is Women's History Month and the Cocoa PAL Youth Leadership Council would be honoring Ms. Jewel Collins at an upcoming event.

Ms. Senger asked for a consensus from Council if they would like to remove the requirement to have event organizers require a Covid protocol for their events.

* **CONSENSUS AMONG COUNCIL TO NO LONGER REQUIRE EVENT ORGANIZERS TO SUBMIT A COVID PROTOCOL FOR THEIR EVENTS.**

Chief Lamm spoke about Covid and that they have continued to see a decline in the cases of Covid. He asked Council if they would like to continue to receive a report at every meeting or only if they noticed a spike or any other issues relating to Covid.

Council agreed to only be updated if issues arose or a spike in cases happens.

Chief Lamm asked everyone to keep John Taylor's family in their prayers as they were notified that he had passed away.

Mr. Smith advised that the Brightline closure on Dixon Blvd. had been extended and stated the next closure would be Highland.

Mayor Blake thanked Public Works for the cleanup on SR 520 but that this was an ongoing issue.

Deputy Mayor Hearn provided kudos to dispatchers as a couple of days ago a tree had fallen on Dixon Blvd. He called the non-emergency number and it was gone quickly.

Councilmember Koss mentioned that the Brevard Heritage Council gave walking tours through Cocoa Village and it was a great turnout.

She noted that while on Council you see rewarding things happen. She felt two things that have been rewarding recently were the opening of Family Promise at the old fire station and Aging Matters moving to the new Joe Lee Smith Center.

Councilmember Goins talked about McNair Magnet School's Civics class and thanked them for attending this meeting. He was with them yesterday from 9 a.m. until 4 p.m. He commended the students, teachers, and their Principal Mrs. DeLaughter and mentioned that during Covid, they went door to door to students' homes to check on them.

He attended the IEMO III Leadership Class and thought it was a great class and he learned a lot.

Councilmember Goins provided an update on Juneteenth and advised that they have been meeting since November in order to make this a great event. He advised that they may need to increase the budget.

Lastly, he invited Council and the community to come to Cocoa High School on April 10th to help paint the stadium bleachers from 1-5 p.m. Cocoa High will be providing the paint.

Councilmember Dyal enjoyed having McNair Magnet School in attendance tonight and reminded everyone of the upcoming car show in the Village on April 2nd. It is the first time that the 1947 Fire Truck will be in it.

In closing, Mayor Blake stated that you will never be criticized by someone doing more than you, you will always be criticized by someone doing less than you.

XI. Adjournment:

*** MOTION by Councilmember Dyal; Seconded by Deputy Mayor Hearn, to adjourn the Regular meeting of March 22, 2022.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 7:46 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

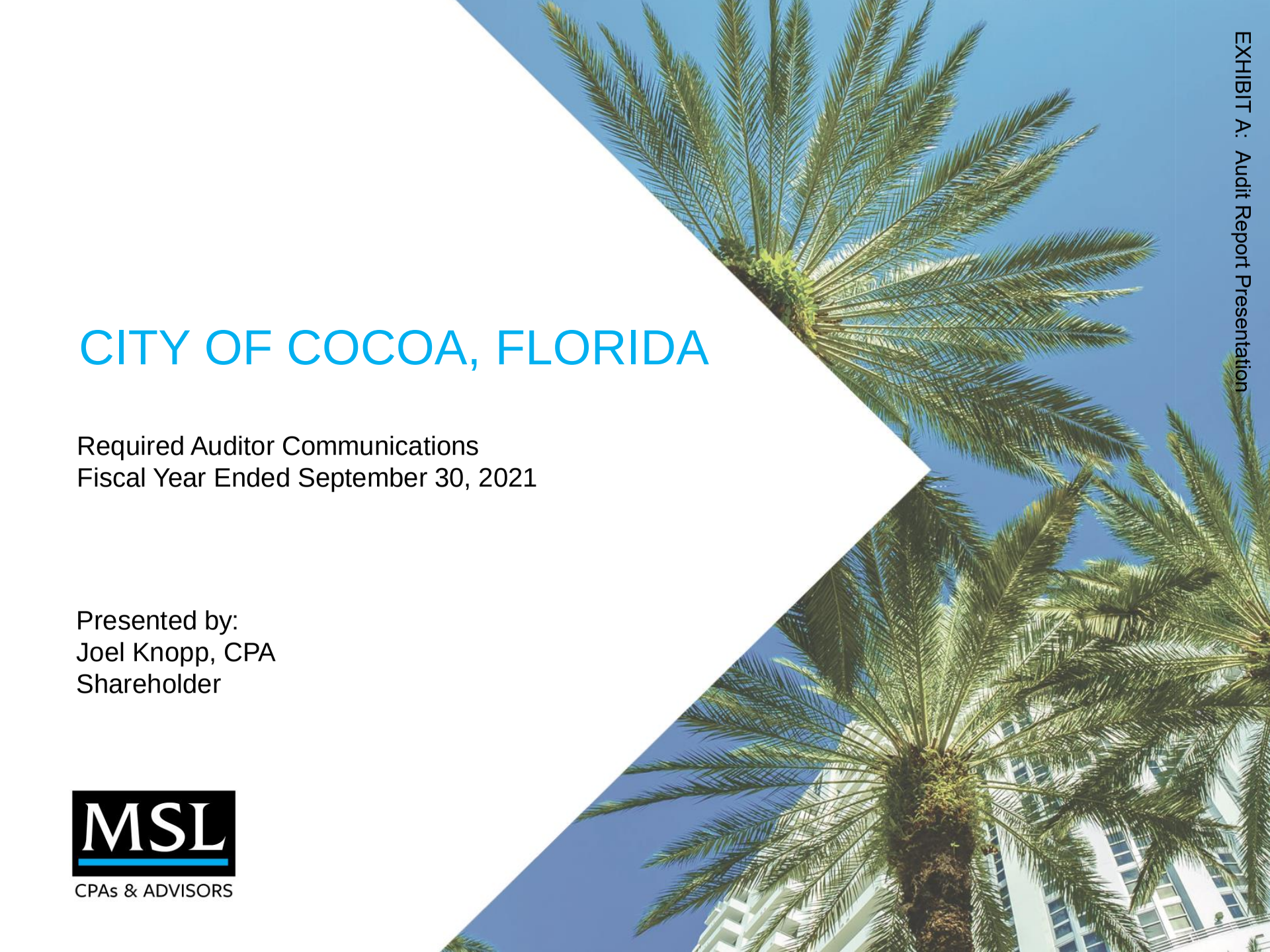


EXHIBIT A: Audit Report Presentation

CITY OF COCOA, FLORIDA

Required Auditor Communications
Fiscal Year Ended September 30, 2021

Presented by:
Joel Knopp, CPA
Shareholder

MSL
CPAs & ADVISORS



AUDIT OVERVIEW

MSL

FLORIDA ROOTS. GLOBAL REACH.

Required Communications



- Auditor Responsibilities
- Management Responsibilities
- Internal Controls and Compliance
- Significant Matters
- Management Representations
- Assigned Individual for Oversight
- Audit Schedule

MSL

Services and Deliverables



Auditor's Report on Financial Statements (Pages 1-3)

- Unmodified Opinion

Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters (Pages 179-180)

- No current year findings

Services and Deliverables *(Cont.)*



Auditor's Management Letter (Pages 181-183)

- No management letter comments

Independent Accountant's Report (Page 184)

- No investment compliance findings

Services and Deliverables *(Cont.)*



Auditor's Report on Compliance for Each Major Federal Program and on Internal Control over Compliance and Report on Schedule of Expenditures of Federal Awards (Pages 186-188)

- No compliance findings related to major grants
- No internal control over compliance findings related to major grants



FINANCIAL HIGHLIGHTS

MSL

FLORIDA ROOTS. GLOBAL REACH.

City-Wide Analysis (Pages 18-20)



	Governmental Activities		Business-type Activities	
	2021	2020	2021	2020
Total Assets & Def Outflows	$115.4M	$107.4M	$341.3M	$332.6M
Total Liabilities & Def Inflows	$75.1M	$76.9M	$143.7M	$151.6M
Net Position:				
Net Investment in Capital Assets	$35.7M	$34.9M	$144.1M	$144.8M
Restricted	1.5M	0.9M	33.1M	27.8M
Unrestricted	3.0M	(5.2M)	20.3M	8.3M
Total Net Position	$40.2M	$30.6M	$197.5M	$180.9M
Unrestricted NP as a % of Total Expenses	8.1%	(13.3%)	39%	15%
Change in Net Position	$9.6M	$2.7M	$16.6M	$14.7M

MSL

General Fund (Pages 21 and 23)



	2021	2020
Total Assets	$36.3M	$31.5M
Total Liabilities & Def Inflows	$4.0M	$4.0M
Fund Balance:		
Nonspendable	$1.6M	$1.4M
Restricted	0.1M	0.1M
Committed (includes stabilization fund)	11.8M	12.3M
Assigned	8.6M	8.8M
Unassigned	10.1M	4.9M
Total Fund Balance	$32.2M	$27.5M
Unassigned FB as a % of Total Expenditures and Transfers Out	30.8%	13.7%
Net Change in Fund Balance	$4.7M	$1.8M

MSL

General Fund Budget (Pages 109-111)



	Budget	Actual	Positive (Negative)
Resources:			
Beginning Fund Balance	$27.5M	$27.5M	
Total Revenues & Transfers In	40.3M	42.7M	$2.4M
Total Resources	67.8M	70.2M	
Total Expenditures & Transfers Out	46.8M	38.0M	8.8M
Ending Fund Balance	$21.0M	$32.2M	
Net Change in Fund Balance	$(6.5M)	$4.7M	$11.2M

MSL

Proprietary Fund – Water and Sewer (Pages 25-27)



	2021	2020
Total Assets & Def Outflows	$334.4M	$326.1M
Total Liabilities & Def Inflows	143.0M	150.9M
Net Position:		
Net Investment in Capital Assets	139.3M	140.0M
Restricted	32.6M	27.3M
Unrestricted	19.4M	8.0M
Total Net Position	$191.3M	$175.3M
Total Operating Revenues	$70.6M	$71.5M
Total Operating Expenses	46.9M	49.7M
Operating Income	$23.7M	$21.8M

MSL

Questions or Comments



Legislation Details (With Text)

File #:	22-227	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	4/14/2022			**In control:**	City Council
On agenda:	4/26/2022			**Final action:**	
Title:	Presentation of a Certificate of Completion to Councilmember Goins for the completion of the Florida League of Cities Leadership Academy I, that was attended March 11-12, 2022. (Deputy Mayor Hearn)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Leadership Academy Certificate & Letter.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 14, 2022
Agenda Date: April 26, 2022
Prepared By:
Through: Deputy Mayor Hearn
Requested Action:
Presentation of a Certificate of Completion to Councilmember Goins for the completion of the Florida League of Cities Leadership Academy I, that was attended March 11-12, 2022.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

N/A

FLC UNIVERSITY

April 5, 2022

Clerk, City of Cocoa
65 Stone St
Cocoa, FL 32922-7982

Greetings from Florida League of Cities University:

Enclosed is one or more Certificate(s) of Completion to be awarded to the elected official(s) of the City of Cocoa for completion of the Leadership Academy I, held March 11-12, 2022 in Kissimmee, FL.

We ask that the certificate(s) be presented as an agenda item for your next meeting and be formally recorded in the minutes. We believe the importance of completing the Leadership Academy I training should be known to key officials and your community. We also invite them to register for the next offering of Leadership Academy II, which will be held in December, 2022. The registration for this offering will open in the fall.

Thank you so much for your cooperation with this. If you have any questions, please don't hesitate to call me at (407) 367-3443.

Sincerely,

Christen Barton
FLC University
Florida League of Cities

P.O. Box 538135
Orlando, Florida 32853-8135

Phone: (407) 425-9142
Fax: (407) 425-9378

flcities.com

FLC
UNIVERSITY

April 4, 2022

Councilman James Goins
City of Cocoa
65 Stone St
Cocoa, FL 32922-7982

The Honorable Councilman James Goins,

On behalf of the Florida League of Cities, I am pleased to award this certificate to you for the completion of Leadership Academy I held on March 11-12, 2022 in Kissimmee, Florida.

It is our sincere hope that you found the program challenging and worthwhile. We encourage you take advantage of other training opportunities through FLC University. Please be on the lookout for an invitation to register for the next offering of Leadership Academy II, which will be held in December, 2022.

We strongly believe that your attendance at the Leadership Academy is indicative of your continued commitment to improving the quality of municipal government in Florida. If we may be of assistance in the future, please do not hesitate to call upon us.

Sincerely,

Lynn S. Tipton

Lynn S. Tipton
Director, FLC University
Florida League of Cities

P.O. Box 538135
Orlando, Florida 32853-8135

Phone: (407) 425-9142
Fax: (407) 425-9378

flcities.com

FLC UNIVERSITY

LEADERSHIP ACADEMY I

Certificate of Completion

March 11-12, 2022 • Kissimmee, FL

Presented to

James Goins

Councilman

City of Cocoa

FLC

FLORIDA LEAGUE OF CITIES

Legislation Details (With Text)

File #:	22-228	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	4/14/2022			**In control:**	City Council
On agenda:	4/26/2022			**Final action:**	
Title:	Proclamation: Presentation for "K-9 Bear's Official Retirement". (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Proclamation: K-9 Bear's Official Retirement.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 14, 2022
Agenda Date: April 26, 2022
Prepared By:
Through: Evander Collier, Chief of Police
Requested Action:
Proclamation: Presentation for "K-9 Bear's Official Retirement".

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

N/A

PROCLAMATION

WHEREAS, *K-9 Bear is a German Shepherd born April 20, 2013 in Brevard County, Florida; and*

WHEREAS, *K-9 Bear began his work at the Cocoa Police Department in 2014 and served as a dual-certified patrol K-9. He underwent training to track fleeing suspects, locate missing persons, as well as find illegal drugs and other evidence in criminal cases. K-9 Bear also worked with the CPD SWAT team; and*

WHEREAS, *K-9 Bear and K-9 Officer Dan Rhoades, worked closely together for 8 years proudly serving the citizens of Cocoa and the surrounding areas. During his years at the CPD, K-9 Bear and Officer Rhoades created a strong partnership that has proven beneficial in keeping our community safe. He assisted in recovering countless amounts of illegal drugs and removing them from our streets. Many fleeing suspects surrendered peacefully just hearing K-9 Bear's bark. K-9 Bear's exemplary skills and dedication proved to be a valuable asset to the department and the community; and*

WHEREAS, *K-9 Bear and Officer Rhoades special partnership was featured on America's Top Dog, a television series on A&E Network in 2019. The duo participated on the show where the most elite police K-9 teams from around the country have their skills tested to mimic the real-life challenges they face daily on the job. A series of tasks test the competitors' skills in speed, agility, scenting ability and teamwork while working through an obstacle course; and*

WHEREAS, *Team Bear, as they were called, showed off their skills, winning the competition and bringing home a prize of $10,000, which was donated to the Cocoa High School's Track and Field improvement project. In addition, America's Top Dog made a $5,000 donation to the charity of their choice. Team Bear designated the Space Coast K-9 Competition, presented by the Cocoa Police Department in partnership with Space Coast Police K-9 Foundation; and*

WHEREAS, *Though K-9 Bear's mission was to protect the community, his duty was to ensure both he and Officer Rhoades safely finished each shift. K-9 Bear was not just a tool to help his human police officer. K-9 Bear was, and will always be, a loyal friend.*

NOW, THEREFORE, *I, Mayor Michael C. Blake, on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim March 30, 2022 as:*

"K-9 Bear's Official Retirement"

and Recognize & Thank K-9 Bear for his Service to the City of Cocoa

CITY OF COCOA CORPORATE SEAL FLORIDA

- ***WHEREFORE,*** *I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 26th day of April, 2022*

Michael C. Blake

Mayor

ATTEST:

Lauri Shealy

City Clerk

Legislation Details (With Text)

File #:	22-229	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	4/14/2022			**In control:**	City Council
On agenda:	4/26/2022			**Final action:**	
Title:	Proclamation: Presentation to "Augusta Williams, Jr. for his contributions during National Poetry Month". (Councilmember Goins)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Proclamation: Augusta Williams, Jr.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 14, 2022
Agenda Date: April 26, 2022
Prepared By:
Through: Councilman Goins
Requested Action:
Proclamation: Presentation to "Augusta Williams, Jr. for his contributions during National Poetry Month".

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

N/A

PROCLAMATION

WHEREAS, *Cocoa native Augusta Williams Jr. distinguished himself as an active writer/poet and for the span of fifty years he has written thousands of original poems, plays, songs and speeches for historical events to inspire local churches, civic groups, political candidates and schools; and*

WHEREAS*, despite failing health Augusta was a board member for the Human Rights Group United Third Bridge, the Puerto Rican Chamber of Commerce, and a Dr. King Library and Playwrights Workshop of Brevard volunteer; and*

WHEREAS*, he hosted and sponsored poetry workshops at no cost to the community to inspire literacy, teach history and to improve communication in central Brevard churches, schools, shopping centers and civic events; and*

WHEREAS*, throughout his career he received awards and accolades from various organizations, including but not limited to, Eastern Florida State College, Grambling State University, United States Air Force Academy, World of Poetry, Stanford University King Papers, Florida Today, Florida Institute of Technology, Zion Orthodox Primitive Baptist Church, Evangeline Moore, Rosa Parks, President Barack Obama, Dr. Betty Shabazz, Marva Collins, the NAACP, United Third Bridge and the King Center for Nonviolent Social Change in Atlanta, Georgia; and*

WHEREAS*, his poem, "What Cocoa Means to Me" was a part of a grant proposal for the City of Cocoa, used for the City of Cocoa Centennial Celebration and was placed in the City time capsule to be read in future years; and*

WHEREAS*, his work has been presented to many well-known people to include former First Lady Michelle Obama, President Nelson Mandela, Damon Wayans, Jamie Foxx, Larry Holmes, Dizzy Gillespie, Dr. Betty Shabazz, Yolanda King, Rosa Parks and many other congressmen, dignitaries and elected officials; and*

WHEREAS*, Augusta Williams Jr. was honored by Space Coast Cultural Arts and Business Organization who have named their annual poetry contest in his honor.*

NOW, THEREFORE, *I, Mayor Michael C. Blake, on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim the contributions of Augusta Williams Jr. during this National Poetry Month in the City of Cocoa, Florida.*

CITY OF COCOA CORPORATE SEAL FLORIDA

WHEREFORE, *I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 26th day of April, 2022.*

Michael C. Blake

Mayor

ATTEST:

Lanie Mealy

City Clerk

Legislation Details (With Text)

File #:	22-240	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	4/19/2022			**In control:**	City Council
On agenda:	4/26/2022			**Final action:**	
Title:	Proclamation: Proclaiming the Week of May 1-7, 2022 as "Drinking Water Week." (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Drinking Water Week.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 19, 2022
Agenda Date: April 26, 2022
Prepared By:
Through: Jack Walsh, Utilities Director
Requested Action:
Proclamation: Proclaiming the Week of May 1-7, 2022 as "Drinking Water Week."

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

N/A

PROCLAMATION

WHEREAS, *water is our most valuable natural resource; and*

WHEREAS, *drinking water serves a vital role in daily life, serving an essential purpose to health, hydration and hygiene needs for the quality of life our citizens enjoy; and*

WHEREAS, *tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and*

WHEREAS, *the hard work performed by the entire water sector, designing capital projects, operators ensuring the safety and quality of drinking water or a member of a pipe crew maintaining the infrastructure communities rely on to transport high quality drinking water from its source to consumers' taps; and*

WHEREAS, *the coronavirus pandemic has shone a light on the importance of drinking water for health, hydration and hygiene needs; and*

WHEREAS, *we are all stewards of the water infrastructure upon which current and future generations depend; and*

WHEREAS, *the citizens of our city and water utility service area are called upon to help protect our source waters from pollution, practice water conservation and get involved with their water by familiarizing themselves with it.*

NOW, THEREFORE, *I, Mayor Michael C. Blake, on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim hereby proclaim May 1-7, 2022, as Drinking Water Week. It is There When You Need It.*

CITY OF COCOA CORPORATE SEAL FLORIDA

WHEREFORE, *I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 26th day of April, 2022*

Michael C. Blake

Mayor

ATTEST:

Lacie Shalup

City Clerk

Legislation Details (With Text)

File #:	22-243	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	4/20/2022			**In control:**	City Council
On agenda:	4/26/2022			**Final action:**	
Title:	Presentation: Winning photos from the Tree Photo Contest and promote Arbor Day. (Asst. to the CM/PIO)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 20, 2022
Agenda Date: April 26, 2022
Prepared By:
Through: Samantha Senger, Asst. to the City Manager/PIO
Requested Action:
Presentation: Winning photos from the Tree Photo Contest and promote Arbor Day.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

N/A

Legislation Details (With Text)

File #:	22-144	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	3/4/2022			**In control:**	City Council
On agenda:	4/26/2022			**Final action:**	
Title:	Approval to Accept the Donation of K-9 Vests with the Value of $1,423.52, from Space Coast Police K-9 Foundation. Approve a Resolution Amending the FY 2022 Budget, BAF#22-068-A to Account for the Donated K-9 Vests. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2022- ADA Compliant.pdf Donation to CPD K9 Unit.pdf BAF 22-068-A-PD-K9 Officer Vests (4-26-22) Agenda 22-144.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 4, 2022
Agenda Date: April 26, 2022
Prepared By: Susan L. Lambert, CAP, OM
Through: Evander Collier IV, Chief of Police
Requested Action:
Council Approval to Accept the Donation of K-9 Vests with the Value of $1,423.52, from Space Coast Police K-9 Foundation. Approve a Resolution Amending the FY 2022 Budget, BAF#22-068-A to Account for the Donated K-9 Vests.

BACKGROUND:

Space Coast Police K-9 Foundation was formed in 2021 to help support police K-9 programs throughout Brevard County and currently are offering to purchase vests for our police K-9s. The acceptance of the vests with a total cost of $1,423.52, would be a donated to the City of Cocoa for the Police Department and more specifically the K-9 use. The attached budget amendment is to account for the acceptance of the donated vests.

STRATEGIC PLAN CONNECTION:

Crime Prevention/Public Safety

BUDGETARY IMPACT:

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

BAF # 22-068-A

Amount Requested	$1,424
Account Number	Contribution for Canines
Account Name	001-0000-366.10-10
Operating Account	001-2100-521.52-00 PD14K9

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Council Approval to Accept the Donation of K-9 Vests with the Value of $1,423.52, from Space Coast Police K-9 Foundation. Approve a Resolution Amending the FY 2022 Budget, BAF#22-068-A to for the Donated K-9 Vests.

RESOLUTION NO. 2022-033

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2022; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2021, and ending on September 30, 2022, at a Regular meeting held on September 28, 2021; and

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

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

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

SECTION 1. The 2021-2022 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 26th day of April, 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

February 23, 2022

Evander Collier IV
Chief of Police
City of Cocoa, FL

Chief Collier,

During the current fiscal year, the CPD K-9 unit absorbed some unanticipated expenses that caused a significant "hit" to the budget. The K-9 officers had hoped to purchase the new outer vests for each K-9 officer, however, due to the emergency surgery for K-9 Kyra and K-9 Bear, the purchase of these vests was put on hold.

Board of Directors:
Dan Rhoades, President
Chris Hattaway, Vice President
Yvonne Martinez, Director-Secretary
Andy Clay, Treasurer
Shawn Crook, Board Member
Clara Mutter, Board Member

The Space Coast Police K-9 Foundation was formed in 2021 to help support police K-9 programs throughout Brevard County. The board is comprised of members of the CPD K-9 Unit, other law enforcement agency partners, and private citizens who support law enforcement. The goal of this foundation is to help meet these unfunded needs in order to protect both the K-9 and the handler so they have the ability to continue to do their jobs safely and effectively.

The Space Coast Police K-9 Foundation has agreed to purchase these vests at a cost of $1423.52, and donate them to the City of Cocoa Police Department for use by the K-9 Unit. It is our hope that this important piece of equipment will protect the officers and their K-9's as they continue to protect and serve the citizens of Cocoa.

Sincerely,

Yvonne Martinez, Director-Secretary
Space Coast Police K-9 Foundation Inc.

City of Cocoa Budget Adjustment Form FY 2022 - 22-068-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 2100 | DATE PREPARED: 03/31/22

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 1,424	001-0000-366.10-10	PD14K9	Contributions for Canines	$ 0	$ 0	$ 1,424	$ 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
$ 1,424	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 1,424	001-2100-521.52-00	PD14K9	Law Enforcement/Operating	$ 158,335	$ 135,377	$ 136,801	$ 83,929
$ 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
$ 1,424	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Amendment is necessary in order to accept K9 Vest Donation from Space Coast Police K-9 Foundation for police canines. Agenda 22-144.

Council/Board APPROVAL REQUIRED? *YES* (●) ***NO*** ( ) ***DATE APPROVED:*** 04/26/22 ***RESOLUTION #:*** 2022-033

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.

3/31/22	Susan L. Lambert Digitally signed by Susan L. Lambert Date: 2022.03.31 13:55:35 -04'00'	4/1/22	Colleen Campbell Digitally signed by Colleen Campbell Date: 2022.04.04 07:53:46 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
	Evander Collier IV Digitally signed by Evander Collier IV Date: 2022.03.31 15:22:18 -04'00'	4/5/22	Lora Howell Digitally signed by Lora Howell Date: 2022.04.05 09:01:42 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	22-168	**Version:** 1	**Name:**		
Type:	Agenda		**Status:**	Agenda Ready	
File created:	3/21/2022		**In control:**	City Council	
On agenda:	4/26/2022		**Final action:**		
Title:	Request Council to award ITB 22-09-COC to ALGAT Enterprises, Inc. in the amount of $57,777 to rehabilitate the Property at 1219 Duke Way, Cocoa, FL 32922. Approve a Budget Resolution, Amending the FY2022 Budget, BAF# 22-077-A, in the amount of $3,000. Approve a Resolution to allow for the rehab project to exceed the maximum assistance of $49,999 as per the City's Housing Policy; and authorize the City Manager to sign the construction agreement, issue the purchase order and approve any change orders with project contingency, not to exceed $3,000. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Bid Tabulation Sheet B-22-09-COC.pdf Resolution - 1219 Duke Way.pdf Budget Resolution FY 2022- ADA Compliant.pdf BAF 22-077-A-CD-Duke Way Rehab (4-26-22) Agenda 22-168.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 18, 2022
Agenda Date: April 26, 2022
Prepared By: Ibis Berardi, Housing Program Manager
Through: Charlene Neuterman, Community Services Director
Requested Action:
Request Council to award ITB 22-09-COC to ALGAT Enterprises, Inc. in the amount of $57,777 to rehabilitate the Property at 1219 Duke Way, Cocoa, FL 32922. Approve a Budget Resolution, Amending the FY2022 Budget, BAF# 22-077-A, in the amount of $3,000. Approve a Resolution to allow for the rehab project to exceed the maximum assistance of $49,999 as per the City's Housing Policy; and authorize the City Manager to sign the construction agreement, issue the purchase order and approve any change orders with project contingency, not to exceed $3,000.

BACKGROUND:

On February 15, 2022 the City announced ITB 22-09-COC for the rehabilitation of the property at 1219 Duke Way, Cocoa, FL 32922.

Bids for the subject offering were opened on March 15, 2022, at 3:00 p.m. Purchasing solicited to (1019) vendors of which (21) reviewed the solicitation documents and (03) submittals were received as follows:

1. Associated Cost Engineers- $51,398, Bid Rejected, Responsibility determination finds contractor to have an unfavorable reputation to complete projects on time and on budget.
2. ALGAT Enterprises, Inc.- $57,777, Favorable reference checks.
3. MGM Contracting, Inc.- $66,400, Incomplete Bid Package.

Of the (03) submittals only (1) was deemed to be responsive and responsible.
Award is recommended to the lowest responsive and responsible bidder: Algat Enterprises Inc $57,777.00.

The project would be funded as follows; State Housing Initiative Partnership (SHIP) funding of $54,777 and Community Development Block Grant (CDBG) funding of $3,000
Per the City's Housing Policy, the maximum assistance for eligible low-income households is $49,999, towards the rehabilitation of a home. A resolution is required.

During Covid19, the construction and housing market has had significant increases in demand of supplies, costs of construction materials, labor costs, and supply chain difficulty.

Staff is requesting approval of a Budget Resolution amending the FY2022 budget in the amount of $3,000 to cover the expenses charged to the CDBG Fund for the project. Additionally, Staff are requesting approval of a Resolution to all for the project to exceed the maximum assistance of $49,999, issue the Purchase Order and approve any change orders not to exceed $3,000.

STRATEGIC PLAN CONNECTION:

Community Development (Redevelopment of the City's Core) - Supporting these projects funded by SHIP & CDBG will raise the quality of life for its residents, especially those underserved and disadvantaged.

BUDGETARY IMPACT:

Budgeted: Yes (Partially)

Amount Requested	$54,777
Account Number	_105-3240-554-83-00
Account Name	_SHIP - Other Grants and Aids

BAF#22-077-A

Amount Requested	$1,136
Account Number	_103-0000-369-90-00
Account Name	_CDBG - Miscellaneous Revenue

Amount Requested	$1,864
Account Number	_103-0000-389-99-50
Account Name	_CDBG - Fund Balance

Amount Requested	$3,000

Account Number _103-3240-554-83-13
Account Name _CDBG - Other Grants and Aids (Rehabilitation)

Source of Funds: CDBG and SHIP Funds

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:
Request Council to award ITB 22-09-COC to ALGAT Enterprises, Inc. in the amount of $57,777 to rehabilitate the Property at 1219 Duke Way, Cocoa, FL 32922. Approve a Budget Resolution, Amending the FY2022 Budget, BAF# 22-077-A, in the amount of $3,000. Approve a Resolution to allow for the rehab project to exceed the maximum assistance of $49,999 as per the City's Housing Policy; and authorize the City Manager to sign the construction agreement, issue the purchase order and approve any change orders with project contingency, not to exceed $3,000.
.

CITY OF COCOA

Rehabilitation of 1219 Duke Way, Cocoa, FL 32922 (SHIP & CDBG)

ITB B-22-09-COC

March 15, 2022

VENDOR	Address	Bid Amount
1. Associated Cost Engineers, Inc.	801 N. Pine Hills Rd Orlando, FL 32808	51,398.20
2. M&M Contracting Inc.	1121 Peachtree St Cocoa FL 32922	66,400.00
3. Bigot Enterprises, Inc.	1800 Pembrook Drive, Ste. 300-3425 Orlando, FL 32810	57,177.00
4.		
5.		
6.		
7.		
8.		

Note: The Tabulation Sheet is used to document the screening of bid / proposal pricing, material and immaterial contents. Results of the the tabulation are documented within this form DOES NOT constitute an award. After evaluations are recorded, recommendation is reviewed by City Council for final approval. Notice of award will be sent forth via email from the Purchasing and Contracts Division.

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; ALLOWING FOR A SPECIAL EXCEPTION TO INCREASE THE STATE HOUSING INITIAITVES PARTNERSHIP (SHIP) PROJECT MAXIMUM AWARD; AUTHORIZING THE CITY MANAGER TO SIGN THE CONSTRUCTION AGREEMENT, ISSUE THE PURCHASE ORDER, AND APPROVE ANY CHANGE ORDERS NOT TO EXCEED $3,000 RELATED TO THE COMPLETION OF THE PROJECT REGARDING THE REHABILITATION PROJECT AT 1219 DUKE WAY IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED 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 26, 2022, the City Council authorized the City Manager to proceed with the rehabilitation project at 1219 Duke Way 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 project at 1219 Duke Way, provided the total amount of approved change orders and any additional service contracts do not cause the construction budget to exceed the total $57,777 budgeted by the City Council 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 the 26th day of April 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2022; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2021, and ending on September 30, 2022, at a Regular meeting held on September 28, 2021; and

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

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

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

SECTION 1. The 2021-2022 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 26th day of April, 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2022 - 22-077-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 103-3240 | DATE PREPARED: 04/20/22

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 1,136	103-0000-369.90-00		Misc Revenue	$ 0	$ 0	$ 1,136	($ 1,136)
$ 1,864	103-0000-389.99-50		Fund Balance	$ 0	$ 2,184	$ 4,048	$ 2,184
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 3,000	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 3,000	103-3240-554.83-13		CDBG Other grants/aid - rehabilitations	$ 0	$ 0	$ 3,000	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 3,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Budget amendment is necessary to move funds to the account for the rehab at 1219 Duke Way. Agenda 22-168 (4-26-22 Council)

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 04/26/22 *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.

4/20/22	Charlene Neuterman	Digitally signed by Charlene Neuterman Date: 2022.04.20 13:07:51 -04'00'	4/21/22	Colleen Campbell	Digitally signed by Colleen Campbell Date: 2022.04.21 11:41:02 -04'00'			
Date	Requestor's Signature		Date	Finance Approval Signature		Date	Finance Director's Signature	
4/20/22	Charlene Neuterman	Digitally signed by Charlene Neuterman Date: 2022.04.20 13:08:08 -04'00'	4/21/22	Lora Howell	Digitally signed by Lora Howell Date: 2022.04.21 11:48:16 -04'00'			
Date	Department Director's Signature		Date	Deputy Fin. Director's Signature		Date	City Manager's Signature	

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	22-188	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	3/31/2022			**In control:**	City Council
On agenda:	4/26/2022			**Final action:**	
Title:	Approve the Second and Final Amendment to Purchase Agreement to RFQ-18-10-COC, Continuing Services Agreement with Carollo Engineers, Inc., for Engineering Services for Wastewater Collection, Treatment, and Disposal Systems. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	07_24_18_ Continuing Services Agreement.pdf 1st Amendment to RFQ 18-10-COC.pdf 2nd Amendment to RFQ 18-10-COC.pdf Carollo COI Exp 7-4-22.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 31, 2022
Agenda Date: April 26, 2022
Prepared By: John Perrin, P.E., Senior Engineer
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
Approve the Second and Final Amendment to Purchase Agreement to RFQ-18-10-COC, Continuing Services Agreement with Carollo Engineers, Inc., for Engineering Services for Wastewater Collection, Treatment, and Disposal Systems.

BACKGROUND:

Proposals for the subject offering were opened on February 8, 2018, at 3:00 p.m. Purchasing sent out seven hundred seventy-seven (777) Requests for Qualifications and received six (6) responses from thirty-five (35) plan holders. On March 23, 2018, a publicly noticed Selection Committee meeting to score, rank and select the top three firms was held at 10:00 a.m. in the 2nd floor conference room in the WFO Building. Carollo, McKim & Creed, and Kimley Horn were ranked as the top three firms.

On April 9, 2018, oral presentations with the top three ranked firms were held. The presentations were recorded, and minutes taken for public record in accordance with CCNA rules.

On April 19, 2018, a publicly noticed Selection Committee meeting to score, rank and select the firm to recommend for award was held at 10:00 a.m. at Cocoa City Hall in the 3rd floor conference room. The combined proposal and oral presentation scores were evaluated and discussed. Carollo was

selected for recommendation to City Council for approval.

On July 24, 2018, an agreement was entered with Carollo Engineers, Inc., for three years with the option to extend the term for up to two additional one-year renewal periods with the same terms and conditions. The first amendment to the agreement was entered into on July 24, 2021. This is the second amendment to purchase agreement to RFQ-18-10-COC, Continuing Services Agreement effective July 24, 2022, through July 23, 2023.

Staff recommends approval of the second and final amendment to the Continuing Services Agreement with Carollo Engineers, Inc., for Engineering Services for Wastewater Collection, Treatment, and Disposal Systems with no changes to the terms and conditions.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

May 8, 2018:
Council approval of the Final Ranking of the Short-Listed Firms for RFQ-18-10-COC, Engineering Services for Wastewater Collection, Treatment, and Disposal Systems; and Council authorization for the City Manager and City Attorney to Negotiate and Execute a Multi-Year Contract with the Top-ranked Firm.

July 24, 2018:
Execution of Purchase Agreement to RFQ-18-10-COC, Continuing Services Agreement with Carollo Engineers, Inc. for Engineering Services for Wastewater Collection, Treatment, and Disposal Systems.

March, 23, 2021:
Council approval of the First Amendment to Purchase Agreement to RFQ-18-10-COC, Continuing Services Agreement with Carollo Engineers, Inc. for Engineering Services for Wastewater Collection, Treatment, and Disposal Systems.

July 24, 2021:
Execution of the First Amendment to Purchase Agreement to RFQ-18-10-COC, Continuing Services Agreement with Carollo Engineers, Inc. for Engineering Services for Wastewater Collection, Treatment, and Disposal Systems.

RECOMMENDED MOTION:

Approve the Second and Final Amendment to Purchase Agreement to RFQ-18-10-COC, Continuing Services Agreement with Carollo Engineers, Inc., for Engineering Services for Wastewater Collection,

Treatment, and Disposal Systems.

powered by Legistar™

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

July 25, 2018

Carollo Engineers, Inc.
ATTN: Larry Elliott
200 E. Robinson Street, Suite 1400
Orlando, FL 32801

Re: Continuing Services Agreement

Dear Mr. Elliott:

Enclosed is a fully executed, certified copy of the Continuing Services Agreement with the City of Cocoa for your records.

If you have any questions or need further assistance, please contact my office at (321) 433-8484.

Sincerely,

Carie Shealy

Carie Shealy, MAA, MMC
City Clerk

CONTINUING SERVICES AGREEMENT

Engineering Services for Wastewater Collection, Treatment, and Disposal Systems

THIS CONTINUING SERVICES AGREEMENT ("Agreement") is made and entered into this 24th 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 **Carollo Engineers, Inc.,** a foreign corporation authorized to do business in Florida ("Engineer"), whose principal address is 2700 Ygnacio Valley Road, Suite 300, Walnut Creek, CA 94598.

WITNESSETH:

WHEREAS, City desires to obtain engineering design, permitting and services for construction of projects for the Wastewater System from time to time on an as-needed, task oriented basis; and

WHEREAS, the City has followed the selection and negotiation process set forth in the Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes; and

WHEREAS, Engineer participated in the selection and negotiation process; and

WHEREAS, Engineer is willing to provide such utility engineering 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 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 Engineer to provide the engineering 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. "Engineer" shall mean Carollo Engineers, Inc., a Delaware 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 Engineer or Engineer'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 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 Engineer 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 Engineer and Engineer 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

2.1 The City shall make request of Engineer to perform engineering services on a "task" basis. The City will communicate with Engineer, verbally or in writing, a general description of the task to be performed. The Engineer 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 with a detailed cost breakdown based on the hourly rate schedule attached hereto as **Attachment "A"**, 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 sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the written price proposals from all sub-consultants. 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 Engineer through a Task Order may include any engineering services for any City Wastewater 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 Engineer 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 Engineer 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 engineering companies to provide professional engineering services. Further, the City does not guarantee that any Work will be assigned to Engineer under this Agreement. The City reserves the right to assign or contract for engineering services with any party at its sole discretion. No provision of this Agreement shall be construed to require the City to assign any Work or task to Engineer under this Agreement.

2.3 The Engineer may be asked to perform any engineering services related to the Wastewater System. The Services that are required for conveyance projects shall include, but are not limited to, the following:

1. Engineering evaluation and design of disposal methods, supplemental wells, biosolids disposal, electrical components, SCADA and telemetry, treatment facility components and processes, expansions, and other improvements
2. Design Services
    a. 30 percent design completion submittals
    b. 60 percent design completion submittals
    c. 90/100 percent design completion submittals
3. Bidding Support Services
4. Construction Phase Services
    a. Engineering Services during construction such as shop drawing review, responses to requests for information, and progress meeting attendance/management
    b. Periodic site visits
    c. Testing
    d. Certification of Construction
    e. Record Drawings
    f. Resident Engineer, if required

g. Construction Management and Inspection, if required
h. Startup assistance/training

5. SCADA services and telemetry support per the City's Control Systems Configuration Standards. The Plant is currently using VTSCADA for their SCADA platform.
6. Planning to include; long-term master planning and CIP development for the wastewater system, validation, prioritization, scheduling, probable cost determinations, and coordination with various planning agencies
7. Permitting Services to include items like:
   a. Permit compliance related to wastewater, reclaimed water, supplemental ground water, and surface/storm water supplies
   b. Plant Operating Permit Renewals and/or Updates as needed
8. Environmental impact assessments, including wetlands monitoring, associated with the development and operation of wastewater facilities
9. Assistance in regulatory negotiations with the St. Johns River Water Management District, the Florida Department of Environmental Protection, and other regulatory agencies associated with the development and operation of wastewater facilities
10. Plant process assessments and investigation services
11. Asset management and condition assessment assistance including operation and maintenance studies. The plant utilizes a computerized maintenance management system and the Field Operations group utilizes GIS software to track asset management and maintenance functions
12. Cost Estimating Services. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects as a service deliverable, the Engineer has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Engineer makes no warranty that the City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Engineer's opinions, analyses, projections, or estimates.
13. Planning Evaluations/Studies
14. O&M Manual Preparation, if required
15. GIS Support
16. Materials Testing
17. Bench/Pilot testing when necessary
18. Geotechnical Investigations
19. Land Surveying/Aerial Photography
20. Assistance in communication with equipment vendors and suppliers and analysis of equipment recommendations/evaluation
21. Grants Assistance and state/federal funding assistance

22. Miscellaneous services including public relations assistance, design review, and program management services
23. Additional services as requested

2.4 The maximum hourly rates and certain direct charges or unit prices, as applicable, that can be charged under this Agreement by Engineer, unless otherwise agreed by the City in writing, are set forth in **Exhibit "A"** and fully incorporated herein by this reference.

2.5 City-Provided Information and Services. The City shall furnish the Engineer available studies, reports and other data pertinent to the Engineer's services; obtain or authorize the Engineer to obtain or provide additional reports and data as required; furnish to the Engineer services of others required for the performance of the Engineer's services hereunder, and the Engineer shall be entitled to use and rely upon all such information and services provided by the City or others in performing the Engineer's services under this Agreement.

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 Engineer. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and Engineer will negotiate any change in total cost or schedule modifications. If the City and the Engineer approve any change, the Task Order will be modified in writing to reflect the changes; and Engineer 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 Engineer'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 Engineer shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. Engineer 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 Engineer 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 Engineer 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 ENGINEER

5.1 General Services. For basic and additional Services performed by Engineer's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer 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 Engineer to render additional Services pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that billed Engineer by the independent professional associates and consultants. Prior to payment by the City, the Engineer shall submit to the City a copy of any written invoice received by Engineer from all independent 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 Engineer'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 Engineer 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.

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

5.5 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 Engineer.

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

5.7 Payment Offsets. To the extent that Engineer 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 Engineer for any money owed to the City by Engineer.

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 Engineer shall remain liable to the City in accordance with applicable law for all damages to the City caused by Engineer'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 Engineer, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Engineer 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. Engineer'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.

5.10 Acceptance of Payment. Acceptance of final payment by the Engineer for a specific Task Order shall constitute a release of all claims for payment which the Engineer may have against the City for that Task Order unless such claims are specifically reserved in writing and transmitted to the City by the Engineer prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against the Engineer or to any remedies the City may pursue with respect to such claims.

5.11 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 Engineer, the Engineer 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 Engineer for any claims relating to the validity of a finding by the City of overpayment.

5.12 Partial Payments. Payment made to the Engineer 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 Engineer 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.

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 Engineer.

6.2 No inspection, review, or observation shall relieve Engineer 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. Engineer's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

8.0 SAFETY

8.1 Engineer 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 Engineer reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement. The City shall arrange for access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services hereunder.

10.0 INSURANCE

10.1 Liability Amounts. During the term of this Agreement, Engineer 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 $3,000,000.00 per occurrence and in the aggregate with a deductible not greater than $50,000.00.

b. The Engineer 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, to protect the Engineer 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 Engineer or by anyone directly employed by or contracting with the Engineer.

c. The Engineer 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 Engineer 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 Engineer or by anyone directly or indirectly employed by the Engineer.

d. The Engineer 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, reduced or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by mail. All such insurance shall remain in effect until final payment. In the event that the Engineer 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 Engineer. The Engineer 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. The Engineer 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 Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Engineer 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 consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on Engineer's behalf with respect to the Services. In addition, Engineer'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 Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes, and regulations applicable to Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities. The Engineer 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. Engineer 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 Engineer

for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to Section 2.2 herein, Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer 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 Engineer 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 Engineer 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, Engineer 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, Engineer 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, Engineer 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 Engineer 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 Engineer. 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 Engineer 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 ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'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.

Engineer is required to and agrees to comply with public records laws. Engineer shall keep and maintain all public records required by the City to perform the services as agreed to herein. Engineer 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. Engineer 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, Engineer shall transfer to the City, at no cost, all public records in possession of the Engineer, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Engineer 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 Engineer 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 Engineer of the request and the Engineer shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Engineer does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Engineer acknowledges that if the Engineer does not provide the public records to the City within a reasonable time, the Engineer may be subject to penalties under Section 119.10, Florida Statutes. The Engineer acknowledges that if a civil action is filed against the Engineer to compel production of public records relating to this Agreement, the court may assess and award against Engineer 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 Engineer, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Engineer 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 Engineer 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 Engineer's failure to comply with this Section, the City shall collect from Engineer prevailing

party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Engineer. 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 Engineer's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

a. Reuse of Documents. All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Engineer 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 Engineer, 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 Engineer.

b. Ownership of Documents. The City and the Engineer agree that upon payment of fees due to the Engineer 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 Engineer 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 Engineer 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 Engineer in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Engineer or not.

c. Preexisting Ownership Rights to Documents. Notwithstanding any provisions to the contrary contained in this Agreement, Engineer 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 Engineer 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 Engineer, Engineer 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 Engineer, which shall take immediate steps to remedy the situation.

15.4 If any part of this Agreement is subcontracted by Engineer, prior to the commencement of any Work by the subcontractor, Engineer 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, Engineer shall be considered an independent contractor and not an employee of the City.

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

17.1 The City reserves the right to revoke and terminate this Agreement, without incurring penalty, and to rescind all rights and privileges associated with this Agreement in the following circumstances, each of which shall represent a default and breach of this Agreement:

a. Engineer 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 Engineer shall have such time as is reasonably necessary to remedy the default, provided the Engineer promptly takes and diligently pursues such actions as are necessary therefor; or

b. Engineer is adjudicated bankrupt or makes any assignment for the benefit of creditors or Engineer becomes insolvent, or is unable or unwilling to pay its debts; or

c. Engineer has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

d. Engineer has committed any act of fraud upon the City; or

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

f. Engineer has assigned this Agreement or any Task Order without the City's prior written consent.

17.2 Notwithstanding the aforementioned, in the event of a default by Engineer, 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.

17.3 In the event of such termination upon default and breach of this Agreement, any completed services performed by the Engineer under this Agreement shall, at the option of the City, become the City's property and the Engineer shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Engineer, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement, and the City may withhold any payments to the Engineer for the purpose of setoff until such time as the amount of damages due to the City from the Engineer can be determined.

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Engineer, terminate this Agreement, without penalty, if: (a) Engineer is in default pursuant to Section 17.0; (b) Engineer fails to comply with any condition or provision of this Agreement; or (c) Engineer 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.

18.2 In addition, either party may terminate for convenience without penalty at any time upon thirty (30) days advance written notice.

18.3 In the event of 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 (with the exception of Engineer's labor force); extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; 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 60 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 term, condition 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 Engineer. No person or entity not a signatory to this Agreement shall be entitled to rely on the Engineer's performance of its services hereunder, and no right to assert a claim against the Engineer by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the Engineer's services hereunder.

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, 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 Engineer, 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.

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 Engineer 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 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.

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 Engineer 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 Engineer:

Carollo Engineers, Inc.
Attention: Larry Elliott
200 E. Robinson Street Suite 1400
Orlando, FL 32801
Work: (407) 377-4329
Fax: (407) 478-4643

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, FL 32922
(321) 433-8688 Phone
(321) 433-8698 Fax

31.2 Either party may change the notice address by providing the other party written notice of the change.

31.3 Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

32.0 SOVEREIGN IMMUNITY

32.1 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. Engineer 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.

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

33.1 Engineer hereby represents and warrants to the City the following:

a. Engineer 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 Engineer has the power, authority, and legal right to execute and deliver this Agreement on behalf of Engineer.

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

34.1 The Engineer shall defend, indemnify and hold harmless the City, its officers, employees, agents, and volunteers, 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 the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including any Task Order.

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

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

34.3 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Engineer expresses its willingness to enter into this Agreement with the knowledge that the Engineer'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 Engineer to the City's complete satisfaction, and in no case shall exceed the amount provided in article 32.1 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.

34.4 The Engineer shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to the City or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, the Engineer shall not be responsible for acts and decisions of third parties, including governmental agencies, other than the Engineer's subconsultants, that impact project completion and/or success.

34.5 PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make Engineer or Engineer'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. Engineer and Engineer'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 Engineer's own personnel.

35.2 The presence of Engineer'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). Engineer 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.

35.3 The parties agree that, in the City's contract with the construction contractor, the Engineer shall be indemnified to the fullest extent permitted by law for all claims, damages, losses and expense including attorney's fees arising out of or resulting from the construction contractor's performance of work including injury to any worker on the job site. Additionally, the Engineer shall be named as additional primary insured(s) by the construction contractor's General Liability and Builders All Risk insurance policies without offset and be included in any waivers of subrogation, and all contract documents and insurance certificates shall include wording acceptable to the parties herein with reference to such provisions.

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. Engineer 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 Engineer for itself and its Sub-consultants, 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 architecture, landscape architecture, engineering, or surveying 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;

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; and

d. The undersigned is authorized to execute this Agreement on behalf of the Engineer and said signature shall bind the Engineer to this Agreement. No further action is required by the Engineer to enter into this Agreement other than Engineer's undersigned representative's 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: _____

Print Name/Title: John Titkanich, Jr. City Manager

ATTEST:

By: _____
Carie Shealy, City Clerk

ENGINEER:

CAROLLO ENGINEERS, INC.

By: _____

Print Name/Title: LARRY ELLIOTT SR VICE PRESIDENT

By: _____

Print Name/Title: Sudhanva V. Paranjape
Associate Vice President

EXHIBIT A

Attachment A
HOURLY RATES SCHEDULE

CAROLLO ENGINEERS INC.
ENGINEERING SERVICES FOR WASTEWATER COLLECTION,
TREATMENT, AND DISPOSAL SYSTEM

As requested, the following is our information regarding the personnel hourly rates for our continuing services contractor with the City of Cocoa.

Individual classification for personnel hourly rates are as follows:

Labor Classification	Billable Hourly Rate	Description	Typical Years of Experience
Engineers/Scientists			
Assistant Professional ES I	$106.17	E.I.	0-2
Assistant Professional ES II	$126.00	E.I.	3-4
Professional ES III	$133.59	P.E.	5-6
Professional ES IV	$156.00	P.E.	7-8
Project Professional ES V	$161.67	P.E.	9-10
Project Professional ES VI	$181.47	P.E.	11-12
Lead Project Professional ES VII	$204.75	P.E.	13-14
Senior Professional ES VIII	$225.00	P.E.	15+
Engineering Technicians			
Technician ET I	$65.57		
Technician ET II	$75.36		
Technician ET III	$76.47		
Technician ET IV	$90.00		
Senior Technician ET V	$103.76		
Senior Technician ET VI	$112.60		
Senior Technician ET VII	$130.48		
Senior Technician ET VIII	$144.46		
Construction Inspection			
Inspector	$115.00		0-4
Resident Engineer	$165.00		5-10
Construction Manager	$190.00		11+
Office Staff			
Admin/Clerical	$70.96		
Word Processing	$90.00		
Marketing/PC	$106.84		

Notes:

1. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost only without mark-up.
2. Travel is reimbursable at IRS rate for employees and specialists outside the Orlando office only.

7/20/18

carollo

TRANSMITTAL

CONTINUING SERVICES AGREEMENT FOR WASTEWATER COLLECTION, TREATMENT, AND DISPOSAL SYSTEM

City of Cocoa

Date: July 18, 2018
Subject: Continuing Services
Project No.: RFQ # RQS18-0120
Copies To:

200 East Robinson Street, Suite 1400
Orlando, Florida 32801
P. 407.478.4642
F. 407.478.4643

Address: City of Cocoa
351 Shearer Blvd.
Cocoa, FL 32922

Attention: John Walsh, P.E.

The following items are:

☐ Requested	☐ Report	☐ Cost Estimate	☐ Calculation
☒ Enclosed	☐ Test Result	☐ Check Print	☐ Other
☐ Sent Separately	☐ Specification	☐ Progress Est.	

Via: Hand Delivery

No. of Copies	Description
1	Engineer Executed Continuing Services Agreement

These data are submitted:

☐ At your request	☐ For your review	☐ For your files
☐ For your approval	☒ For your action	☐ For your information

Please contact me if you have any questions or concerns.

Sincerely,

CAROLLO ENGINEERS, INC.

Larry E. Elliott

Larry Elliott
Project Manager
LE: tb

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

1st AMENDMENT

RFQ 18-10-COC

This FIRST Amendment to the purchase agreement for **Engineering Services for Wastewater Collection, Treatment, and Disposal Systems (RFQ-18-10-COC)** is made and entered into as of March 3, 2021 by and between the **City of Cocoa** and **Carollo Engineers, Inc. 2700 Ygnacio Valley Road, Suite 300, Walnut Creek, CA 94598.**

The agreement entered into on July 24, 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 24, 2021 and terminating on July 23, 2022.

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

Carollo Engineers, Inc.

By: Larry Elliott
(Name) Printed

Senior Vice President
(Title)

Larry E. Elliott March 3, 2021
Signature Date

CITY OF COCOA

By: Michael C. Blake
(Name) Printed

Mayor
(Title)

Michael C Blake 3/23/2021
Signature Date

CC: Carie Shealy, City Clerk
Katherine D. "Katie" Ennis, P.E., Utilities Deputy Director

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8844 I Email: dkozlak@cocoafl.org

CITY OF COCOA

AMENDMENT TO PURCHASE AGREEMENT

2ND AMENDMENT

CAROLLO ENGINEERS, INC.

RFQ No. 18-10-COC

ENGINEERING SERVICES FOR WASTEWATER COLLECTION, TREATMENT AND DISPOSAL SYSTEM

This SECOND AND FINAL Amendment to the Continuing Service Agreement for Engineering Services for Wastewater Collection, Treatment, and Disposal Systems is made between the City of Cocoa and Carollo Engineers, Inc. 2700 Ygnacio Valley Road, Suite 300, Walnut Creek, CA 94598**.**

The agreement entered into on July 24, 2018, is hereby amended to renew for the second and final renewal options available for twelve (12) additional months, commencing on July 24, 2022 and terminating on July 23, 2023.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Amendment for Contract.

CAROLLO ENGINEERS, INC.	**CITY OF COCOA**
By: Scott Richards	**By:** Michael C. Blake
(Name) Printed	(Name) Printed
Vice President	Mayor
(Title)	(Title)
Signature	March 25, 2022 Date
Signature	Date

CC: Carie Shealy, City Clerk
Katherine D. "Katie" Ennis, P.E., Utilities Deputy Director
Diane Kozlak, Senior Buyer & Contract Agent

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=10832074&GUID=BE34E84A-B559-4C6F-90B8-DE89EDD1EF1F* is a secure document that has been embedded in this document. Double click the pushpin to view.



Legislation Details (With Text)

File #:	22-222	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	4/14/2022			**In control:**	City Council
On agenda:	4/26/2022			**Final action:**	
Title:	Approve a Resolution Amending the Fiscal Year 2022 Budget, BAF# 22-075-A, in the amount of $42,920 for the purchase of a Ford F-150 Truck and three Tough Book Computers for the Building Division. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2022- ADA Compliant.pdf Empire Quote.pdf Email 4-14-22.pdf ToughBook Computer Service Request (CSR).pdf BAF 22-075-A-CD-F150 and Toughbooks (4-26-22) Agenda 22-222.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 14, 2022
Agenda Date: April 26, 2022
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve a Resolution Amending the Fiscal Year 2022 Budget, BAF# 22-075-A, in the amount of $42,920 for the purchase of a Ford F-150 Truck and three Tough Book Computers for the Building Division.

BACKGROUND:

Earlier this year, the City Manager approved the addition of one more Building Inspector to the Building Division. The Division will now have a Building Official and two (2) Building Inspectors. This will alleviate the intense load of two members handling over 400 inspections per month for the City. Upon the hire of the additional Building Inspector, it is necessary to add a vehicle to the inventory for inspection purposes. In communicating with the Fleet Manager, he noted that a Ford F-150 Crew Cab 4WD Truck was immediately available for purchase. The cost for the Ford F-150 is $30,459.

In addition, due to the increased inspection schedule and the need to be in the field the majority of the time, it was determined that the Building Official and the two Building Inspectors needed equipment that can withstand the use of conducting inspections on job sites, taking inspection photos, uploading data into the permitting software and taking the equipment in all types of weather

conditions. After consulting with the Chief Technology Officer, he recommended the purchase of a Tough Book Computer, capable of the handling the rugged use by the inspectors during normal working hours. The individual cost per Tough Book is $4,153.45 with a total cost for three Tough Books is $12,460.35. The equipment will be purchased under the Empire Computing Consulting Contract (P-20-20-COC).

Staff is requesting approval of a Resolution amending the Fiscal Year 2022 Budget in the amount of $42,920 for the purchases noted above. The Budget Amendment will move funds from the Building Fund 107-0000-389-99-50 (Fund Balance Reserves) to the following accounts: $30,459 (107-3200-515-64-00) and $12,461 (107-3200-515-56-15).

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

BAF# 22-075-A

Amount Requested	$42,920
Account Number	_107-0000-389-99-50
Account Name	_Fund Balance Reserves

Amount Requested	$12,461
Account Number	_107-3200-515-56-15
Account Name	_IT Related Operating

Amount Requested	$30,459
Account Number	_107-3200-515-64-00 CA2201
Account Name	_Machinery and Equipment

Source of Funds: Fund Balance Reserves

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a Resolution Amending the Fiscal Year 2022 Budget, BAF# 22-075-A, in the amount of $42,920 for the purchase of a Ford F-150 Truck and three Tough Book Computers for the Building Division.

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2022; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2021, and ending on September 30, 2022, at a Regular meeting held on September 28, 2021; and

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

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

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

SECTION 1. The 2021-2022 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 26 day of April, 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Empire Computing and Consulting Inc
120 N Frederick Ave
Daytona Beach, FL 32114
386-253-6506 Fax: 386-253-6508

Quote #:	**17810**
Quote Date:	4/8/2022
Page:	1
Customer #:	599

Quoted To:

City of Cocoa
65 Stone St.
attn Accts payable
Cocoa, Fl 32922

Valid Through: 5/8/2022

Phone: 321-433-8550 | Cust PO: | Terms: net 30

Reference: CoCO Pan CF33 | Ship Via: Ground | Salesperson: GLORIAB

Stock Code	Description	Quantity	Price	Extended
CF-33RZ003VM	WIN10 PRO,I5-10310U 1.7GHZ (4.4GHZ),VPRO,12.0IN QHD GLOVED MULTI TOUCH+DIGITIZER,16GB,512GB OPAL SSD,INTEL WI-FI 6,BLUETOOTH,4G	3.00	3,012.75	9,038.25
CF-VEK331LMP	Premium KBD for CF-33. Emissive Red Backlit (4 levels). Handle/kickstand. Compatible with 33 laptop vehicle dock	3.00	569.50	1,708.50
FZ-SVCTPNF3YR	Protection Plus Warranty, FZ-G1, Tablet/PC (years 1, 2, 3)	3.00	252.00	756.00
CF-VEB331U	Laptop Desktop Dock for CF-33. Requires Premium Keyboard Ethernet (2),HDMI,VGA,USB 2.0 (4),USB 3.0 (2),Serial	3.00	319.20	957.60

Reference Contract: P-20-20-COC

MSRP CF-33RZ003VM is $4017 (20% per contract is $3210.60)

SubTotal:	12,460.35
Tax:	0.00
Shipping:	0.00
Total:	12,460.35

From: Tony Jones <tjones@cocoafl.gov>
Sent: Thursday, April 14, 2022 8:31 AM
Subject: Building Inspector truck

Charlene this is the vehicle that is available I went into the system and put a hold for the vehicle. I will get you an official quote today contract pricing is $30,459.00. I am doing a agenda item to purchase a Jet-Vac Truck for Utility do you want me to include this truck

QuoteID	Agency	Model Code	Model Description
32582	COCOA, CITY OF	W1E 100A	2021 FORD F-150 CREW CAB 4WD XL 5.5' BED 145" WB

Tony Jones
Fleet Manager
301 Shearer Blvd., Cocoa, FL 32922
(321) 433-8766 tjones@cocoafl.org



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Computer Service Request (CSR)

Requestor's Name * Charlene Neuterman

Email

Requestor's Location * Department Address
Community Services 2nd floor

Requestor's Phone Number 8509

Today's Date * 04/12/22

Requested Completion Date

PART 1 - Type of Service(s) Requested (check all that apply): *
- (•) New
- ( ) Replacement

Hardware
- [ ] 27" Monitor (Standard)
- [ ] 34" Monitor
- [ ] Mouse
- [ ] Keyboard
- [ ] Virtual Workstation
- [ ] Chromebook
- [ ] ShoreTel Desk Phone
  - ( ) Replacement ( ) New Extension
- [ ] Cell Phone (account will be added to your cost center)
  - ( ) Android ( ) Iphone ( ) Flip Phone
- [ ] Other, Specify

WIN10 PRO,I5-10310U 1.7GHZ (4.4GHZ),VPRO,12.0IN QHD GLOVED MULTI TOUCH+DIGITIZER,16GB,512GB OPAL SSD,INTEL WI-FI 6,BLUETOOTH,4G

Software
Product Name

Workstation to be installed on

PART 2 - Payment Account * For all purchase requests, provide account #
107-3230-515-64-15

PART 3 - Justification *

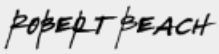
Please provide a brief description of the purpose of this request.

This request is for the purchase of 3 toughbooks for the Building official and 2 building inspectors. I will be taking the BAF to council on 4/26 for approval to transfer funds and will complete the necessary forms for the purchase.

Director (or delegate) Robert Beach

Director Signature Sign

CHIEF TECHNOLOGY OFFICER APPROVAL: *



Enter the text you want this field to display

City of Cocoa Budget Adjustment Form FY 2022 - 22-075-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 107-3200 | DATE PREPARED: 04/14/22

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 42,920	107-0000-389.99-50		Building - Fund Balance Reserves	$ 317,060	$ 317,060	$ 359,980	$ 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
$ 42,920	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 30,459	107-3200-515.64-00	CA2201	Building - Machinery & Equipment	$ 0	$ 0	$ 30,459	$ 0
$ 12,461	107-3200-515.56-15		IT Related Operating	$ 0	$ 189	$ 12,650	($ 87)
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 42,920	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The BAF is for the purchase of a new Ford F-150 for the new Building Inspector position to conduct the activities as assigned to the position and for the purchase of three tough book computers and vehicle docking stations for the two Building Inspectors and the Building Official. With the addition of a 2nd Building Inspector, a vehicle is necessary for traveling to inspections. The new tough book computers will allow the inspectors and Building Official to conduct business, take photos, add comments to the permits, etc. This will make the process more efficient. This is going to the April 26, 2022 Council meeting (Item 22-222)

Council/Board APPROVAL REQUIRED? *YES* (●) ***NO*** ( ) ***DATE APPROVED:*** 04/26/22 ***RESOLUTION #:*** 22-222

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.

4/14/22	Charlene Neuterman	Digitally signed by Charlene Neuterman Date: 2022.04.14 11:43:55 -04'00'	4/15/22	Colleen Campbell	Digitally signed by Colleen Campbell Date: 2022.04.15 11:33:42 -04'00'			
Date	Requestor's Signature		Date	Finance Approval Signature		Date	Finance Director's Signature	
4/14/22	Charlene Neuterman	Digitally signed by Charlene Neuterman Date: 2022.04.14 11:47:58 -04'00'	4/15/22	Lora Howell	Digitally signed by Lora Howell Date: 2022.04.15 11:45:40 -04'00'			
Date	Department Director's Signature		Date	Deputy Fin. Director's Signature		Date	City Manager's Signature	

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	22-223	**Version:** 1	**Name:**		
Type:	Agenda		**Status:**	Agenda Ready	
File created:	4/14/2022		**In control:**	City Council	
On agenda:	4/26/2022		**Final action:**		
Title:	Approve Task Order in the amount of $66,860.00 to Mead & Hunt for Engineer of Record (EOR) support services for the construction of the Fiske Blvd. and Broadmoor Acres Drainage Improvements Project. Approve a Resolution Amending the FY22 Budget, BAF# 22-076-T. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	AGREEMENT.pdf COI.pdf Mead &Hunt EOR Svcs Fiske & Broadmoor Scope Rev $66868.00.pdf TO-MEAD & HUNT 2022-26 $66,860.00 - PW.pdf TRACK SHEET.pdf Budget Resolution FY 2022- ADA Compliant.pdf BAF 22-076-T-SW-Fiske-Broadmoor Drainage (4-26-22) Agenda 22-223.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 14, 2022
Agenda Date: April 26, 2022
Prepared By: Abigail Morgan, P.E., Public Works Assistant City Engineer
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Approve Task Order in the amount of $66,860.00 to Mead & Hunt for Engineer of Record (EOR) support services for the construction of the Fiske Blvd. and Broadmoor Acres Drainage Improvements Project. Approve a Resolution Amending the FY22 Budget, BAF# 22-076-T.

BACKGROUND:

The City of Cocoa is preparing to put out an Invitation to Bid for the construction of the Fiske Blvd. and Broadmoor Acres Drainage Improvements Project. On December 7, 2021, the City released to the General Public a Request for Proposal (RFP) to engage qualified firms with experience in Construction, Engineering and Inspection (CEI) Services for the oversight of the Fiske Blvd. and Broadmoor Acres Drainage Improvements Project.

On February 22, 2022, City Council awarded RFP P-22-03-COC to Tierra, Inc. for Construction, Engineering and Inspection (CEI) Services for the oversight of the Project. Tierra's Scope of Services include construction contract administration, inspection, and materials sampling and testing for the

Fiske Boulevard and Broadmoor Acres Drainage Improvements Project as well as assistance with the project construction bid package and bid review.

In addition to these services, the City will require the support services of the Engineer of Record (EOR) during the bid process and the construction of the Project to address any design related questions, issues or concerns. This Task Order is for these services.

It is not known at this time if these costs will be reimbursable through the FEMA Grant. Once known, a Budget Adjustment/Charge Order will be processed.

STRATEGIC PLAN CONNECTION:

The Fiske Blvd. and Broadmoor Acres Drainage Improvements Project complies with Community Development Goal 1.1a by implementing projects in the Fiske Corridor Neighborhood Improvement Plan.

BUDGETARY IMPACT:

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

BAF# 22-076-T

Amount Requested	($32,068)
Account Number	_423-3570-538.63-00 SW22BP
Account Name	_Infrastructure

Amount Requested	$32,068.00
Account Number	_423-3570-538-31-00
Account Name	_Professional Services

PREVIOUS ACTION:

Council approved the submission of the grant application at the August 28, 2018 City Council Meeting. On June 1, 2021, in a City Council Workshop, Council authorized the City Manager to execute the Federally-Funded Subaward and Grant Agreement with the Federal Emergency Management Agency for the Fiske Blvd. and Broadmoor Acres Drainage Improvements Project. On February 22, 2022, City Council awarded RFP P-22-03-COC to Tierra, Inc. for Construction, Engineering and Inspection (CEI) Services for the oversight of the Fiske Blvd. and Broadmoor Acres Drainage Improvements Project.

RECOMMENDED MOTION:

Approve Task Order in the amount of $66,860.00 to Mead & Hunt for Engineer of Record (EOR) support services for the construction of the Fiske Blvd. and Broadmoor Acres Drainage Improvements Project. Approve a Resolution Amending the FY22 Budget, BAF# 22-076-T.

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Original Term: 02/27/16 - 01/26/19 - Approved by Council 12/08/15, Item VIII.2
1st (24 Month) Renewal Option: 01/27/19 - 01/26/21 - Approved by Council 01/23/19, Item VIII.4
2nd & Final (24 Month) Renewal Option: 01/27/21 - 01/26/23 - Approved by Council 02/23/21, Item VIII.3

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

2nd AMENDMENT

RFQ No. 16-01-COC (A)

This SECOND Amendment to the purchase agreement for Consulting Services for Civil Engineering Services is made and entered into as of December 9, 2020 by and between the **City of Cocoa** and **Mead & Hunt, Inc.** P.O. Drawer 290247, Port Orange, Florida 32129-0247

The original agreement entered into on January 27, 2016 is hereby amended to renew for the 2nd and final renewal option available under the original contract documents for twenty-four (24) additional months, at the increased rates, terms, and conditions commencing on January 27, 2021 and terminating on January 26, 2023.

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

MEAD & HUNT, INC.	**CITY OF COCOA**
By: David King	By: Michael C. Blake
(Name) Printed	(Name) Printed
Vice President/Business Unit Leader	Mayor
(Title)	(Title)
Signature	Signature
12/28/2020	2/23/2021
Date	Date

CC: Carie Shealy, City Clerk
Diane Kozlak, Senior Buyer & Contracts Agent
Bryant Smith III, P.E., CFM

MEAD & HUNT, Inc.
Municipal Billing Rate Schedule
Effective January 1, 2021

Standard Billing Rates

Clerical	$75.00 / hour
Registered Land Surveyor	$140.00 / hour
Technical Editor, Biologist	$112.00 / hour
Technician I, Technical Writer, Administrative Assistant	$92.00 / hour
Technician II, Surveyor - Instrument Person	$112.00 / hour
Technician III	$127.00 / hour
Technician IV	$143.00 / hour
Senior Technician	$156.00 / hour
Engineer I, Scientist I, Architect I, Interior Designer I, Planner I	$124.00 / hour
Engineer II, Scientist II, Architect II, Interior Designer II, Planner II	$142.00 / hour
Engineer III, Scientist III, Architect III, Interior Designer III, Planner III	$153.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Senior Economist	$160.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner	$169.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer, Senior Project Planner	$183.00 / hour
Senior Associates, Principal	$201.00 / hour

Expenses

Geographic Information or GPS Systems	$100.00 / day
Total Station Survey Equipment	$110.00 / day
Charges for other equipment may appear in a proposal	
Out-Of-Pocket Direct Job Expenses	cost plus 15%
Such as reproductions, sub-consultants / contractors, postage, permit application fees, etc.	

Travel Expense

Company or Personal Car Mileage	IRS rate / mile
Air and Surface Transportation	cost plus 15%
Lodging and Sustenance	cost plus 15%

Billing & Payment

Travel time is charged for work required to be performed out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

This schedule of billing rates is effective January 1, 2021, and will remain in effect until December 31, 2021, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases. This schedule is subject to annual increases.

Approved By Council
01/23/2019
Item VIII.4 (19-3)

Term Expires: 01/26/2019
Opt1 Renewal: 01/27/2019 - 01/26/2021
Opt2 Renewal: 01/27/2021 - 01/26/2023

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

1st AMENDMENT

BID NO. RFQ-16-01-COC (A)

GENERAL CIVIL ENGINEERING SERVICES

This FIRST Amendment to the purchase agreement for **Consulting Services for General Engineering Services** is made and entered into as of January 3, 2019 by and between the **City of Cocoa** and **Mead & Hunt, Inc., PO Drawer 290247, Port Orange, Florida 32129-0247.**

The original agreement entered into on January 27, 2016 is hereby amended to renew for the 1st renewal option available under the original contract documents for twenty-four (24) additional months, per the same, terms, and conditions commencing on January 27, 2019 and terminating on January 26, 2021.

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

MEAD & HUNT, INC.

By: David King, P.E.
(Name) Printed

Vice President/Business Unit Leader
(Title)

Signature

1/4/19
Date

CITY OF COCOA

By: Jake Williams, Jr
(Name) Printed

Mayor
(Title)

Signature

1/23/19
Date

CC: Carie Shealy, City Clerk
Everett Wegerif, Public Works Director
Tammy Eastburn, Procurement Card Coordinator

RFQ-16-01-COC

Approved By Council: 12/08/15
Item: VIII.2
(A)

AGREEMENT FOR
GENERAL CIVIL ENGINEERING SERVICES

THIS AGREEMENT is made and entered into this 27th day of January 2016, by and between the **City of Cocoa**, a Florida Municipal Corporation ("**City**"), located at 65 Stone Street, Cocoa, Florida 32922, and **Quentin L. Hampton Associates, Inc.,** a Florida corporation ("**Engineer**"), whose address is 4401 Eastport Parkway, Port Orange, Florida 32127 ("**Agreement**").

WITNESSETH:

WHEREAS, City has a need to obtain general civil engineering services from time to time on an as-needed, task oriented basis; and

WHEREAS, the City has followed the selection and negotiation process set forth in the Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes; and

WHEREAS, Engineer participated in the selection and negotiation process; and

WHEREAS, Engineer is willing to provide such general civil engineering 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 for two (2) additional two (2) year renewals. Any such 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 Engineer to provide the engineering 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. "Engineer" shall mean Quentin L. Hampton Associates, a Florida 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 Engineer or Engineer'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 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 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 Engineer 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 Engineer and Engineer 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

2.1 The City shall make request of Engineer to perform engineering services on a "task" basis. The City will communicate with Engineer, verbally or in writing, a general description of the task to be performed. The Engineer 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 with a detailed cost breakdown based on the fee schedule attached hereto as **Attachment "A"**, 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 sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the written price proposals from all sub-consultants. 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 Engineer through a Task Order may include any engineering 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 Engineer 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 Engineer 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 engineering companies to provide professional engineering services.

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 Engineer. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and Engineer will negotiate any change in total cost or schedule modifications. If the City and the Engineer approve any change, the Task Order will be modified in writing to reflect the changes; and Engineer 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 Engineer'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 Engineer shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. Engineer 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 Engineer 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 Engineer 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 ENGINEER

5.1 General Services. For basic and additional Services performed by Engineer's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer 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 Engineer to render additional Services pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that billed Engineer by the independent professional associates and consultants. Prior to

payment by the City, the Engineer shall submit to the City a copy of any written invoice received by Engineer from all independent 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 Engineer'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 Engineer 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.

5.4 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida 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 Engineer.

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

5.7 Payment Offsets. To the extent that Engineer 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 Engineer for any money owed to the City by Engineer.

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 Engineer shall remain liable to the City in accordance with applicable law for all damages to the City caused by Engineer'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 Engineer, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Engineer 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. Engineer'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

Engineer.

6.2 No inspection, review, or observation shall relieve Engineer 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. Engineer's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

8.0 SAFETY

8.1 Engineer 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 Engineer 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, Engineer 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 Engineer 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 Engineer 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 Engineer or by anyone directly employed by or contracting with the Engineer.

c. The Engineer 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 Engineer 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 Engineer or by anyone directly or indirectly employed by the Engineer.

d. The Engineer 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 Engineer by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Engineer 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 Engineer. The Engineer 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 Engineer 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 Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer 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 Engineer 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 Engineer 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 Engineer 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 engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Engineer 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 Engineer's designated representative shall have the authority to act on Engineer's behalf with respect to the Services. In addition, Engineer'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 Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes, and regulations applicable to Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities. The Engineer 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. Engineer 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 Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Paragraph 2.2 herein, Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer 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 to 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 Engineer 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 Engineer 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, Engineer 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, Engineer may elect to provide non-infringing services.

14.0 DOCUMENTS

14.1 Public Records. In accordance with section 119.0701, Florida Statutes, Engineer agrees that all documents, transactions, writings, papers, letters, tapes, photographs, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to this Agreement or in connection with any funds provided by the City pursuant to this Agreement may be considered public records pursuant to Chapter 119, Florida Statutes. Engineer agrees to keep and maintain any and all public records that ordinarily and necessarily would be required by the City in order to perform the services required by this Agreement. Engineer also agrees to provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law. Engineer shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. In addition, Engineer shall meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Engineer upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. If Engineer does not comply with a public records request, the City shall have the right to enforce the provisions of this Paragraph. In the event that Engineer fails to comply with the provisions of this Paragraph, and the City is required to enforce the provisions of this Paragraph, or the City suffers a third party award of attorney's fees and/or damages for violating the provisions of Chapter 119, Florida Statutes due to Engineer's failure to comply with the provisions of this Paragraph, the City shall be entitled to collect from Engineer prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Paragraph against Engineer. And, if applicable, the City shall also be entitled to reimbursement of any and all attorney's fees and damages which the City was required to pay a third party because of Engineer's failure to comply with the provisions of this Paragraph. This Paragraph shall survive the termination of this Agreement.

a. **Reuse of Documents.** All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Engineer 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 Engineer, 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 Engineer.

b. Ownership of Documents. The City and the Engineer agree that upon payment of fees due to the Engineer 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 Engineer 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 Engineer 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 Engineer in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Engineer or not.

c. Preexisting Ownership Rights to Documents. Notwithstanding any provisions to the contrary contained in this Agreement, Engineer 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 Engineer 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 Engineer, Engineer 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 Engineer who shall take immediate steps to remedy the situation.

15.4 If any part of this Agreement is subcontracted by Engineer, prior to the commencement of any Work by the subcontractor, Engineer 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, Engineer shall be considered an independent contractor and not an employee of the City.

17.0 DEFAULT BY ENGINEER 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 Engineer 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 Engineer shall have such time as is reasonably necessary to remedy the default, provided the Engineer promptly takes and diligently pursues such actions as are necessary therefor; or

17.3 Engineer is adjudicated bankrupt or makes any assignment for the benefit of creditors or Engineer becomes insolvent, or is unable or unwilling to pay its debts; or

17.4 Engineer has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

17.5 Engineer has committed any act of fraud upon the City; or

17.6 Engineer has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

17.7 Engineer 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 Engineer, 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 Engineer, terminate this Agreement, without penalty, if: (a) Engineer is in default pursuant to paragraph 17.0 Default; (b) Engineer makes a general assignment for the benefit of its creditors; (c) Engineer fails to comply with any condition or provision of this Agreement; or (d) Engineer 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.

18.2 In addition, either party may terminate for convenience with no penalty at any time upon thirty (30) days advance written notice.

18.3 In the event of 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 term, condition 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 Engineer.

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, 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 Engineer, 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 Engineer 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 Engineer 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 Engineer:
Quentin L. Hampton Associates, Inc.
Attention: _____
4401 Eastport Parkway
Port Orange, Florida 32127
( ) - Phone

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, FL 32922
(321) 433-8688 Phone
(321) 433-8698 Fax

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 two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph shall survive termination of this Agreement.

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

33.1 Engineer hereby represents and warrants to the City the following:

a. Engineer 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 Engineer has the power, authority, and legal right to execute and deliver this Agreement on behalf of Engineer.

34.0 INDEMNIFICATION

34.1 Engineer 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 Engineer and other persons employed by the Engineer in the performance of the Agreement and any Task Order.

34.2 Engineer 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 Engineer's breach and caused by other persons employed by the Engineer 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 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make Engineer or Engineer'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. Engineer and Engineer'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 Engineer's own personnel.

35.2 The presence of Engineer'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). Engineer 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. Engineer 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 Engineer for itself and its Sub-consultants, 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 architecture, landscape architecture, engineering, or surveying 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 Engineer and said signature shall bind the Engineer to this Agreement. No further action is required by the Engineer to enter into this Agreement other than Engineer'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: _____
John A. Titkanich, Jr., AICP
City Manager

ENGINEER:

QUENTIN L. HAMPTON ASSOCIATES, INC.

By: _____
Brad T. Blais, President

ATTEST:

By: _____
Marie Shealy, City Clerk

"Attachment A"

QUENTIN L. HAMPTON ASSOCIATES, INC.
HOURLY RATE AND FEE SCHEDULE
CITY OF COCOA – GENERAL CIVIL ENGINEERING
(Revised November 2015)

Position	Rate
Expert Witness	$250
Principal	$175
Project Manager	$175
Professional Engineer	$140
Engineering Intern	$100
Construction Services Supervisor	$85
Production Supervisor	$80
GIS Technician	$75
CADD Technician	$75
Grant/Funding Coordinator	$70
Federal Grant Compliance Specialist	$70
Construction Project Representative (Inspector)	$65
Sr. Administrative Supervisor	$60
Administration Support	$50

Construction Engineering and Inspection (CEI) Services

Senior Project Engineer	$175
Project Administrator/Project Engineer	$140
Assistant Project Administrator/Project Engineer	$100
Senior Inspector/Senior Engineer	$85
Utility Coordinator	$85
Senior Inspection Building Structures	$85
Resident Compliance Specialist	$70
Inspector/Engineer Intern	$65
Asphalt Plant Inspector	$65
Public Information Officer	$65
Building Inspector/Electrical	$65
Contract Support Specialist	$60
Associate Contract Support Specialist	$50
Inspector's Aide	$50
Secretary/Clerk Typist	$50

Subsurface Utility Engineering (SUE) Services

Project Manager	$140
Project Coordinator	$75
Field Technician	$65
Administrative Support	$50
Vacuum Excavator	$600/day
Ground Penetrating Radar (GPR)	$150/day
Truck	$300/day

Building Code Services

Chief Building Official	$85
Fire Safety Inspector/Fire Systems Plan Review	$80
Building Plans Examiner	$75
Building Inspector	$65

Reimbursable Expenses:

Item	Fee
Printing /Reproduction/Graphics	Actual Cost
Sub-Consultant Services	Actual Cost
SUE Field/Marking/Restoration Supplies	Actual Cost
Travel	Actual Cost
Sales Tax	Actual cost if/when sales tax is applicable

Schedule Notes:

1. Schedule shall be subject to annual adjustments
2. Reimbursables subject to a 10% administrative fee, if allowed or as otherwise specified in Contract.
3. Rates are hourly rates unless otherwise noted.
4. Rates reflect non-credit card/E-payment. Convenience fee of 2% to be charged for credit card/E-pay payments.

QLH

Quentin L. Hampton Associates
Civil and Environmental Engineers
A Mead & Hunt Company

July 18th, 2017

City of Cocoa
65 Stone Street
Cocoa, FL 32922

RE: Agreement for General Civil Engineering Services

CONTRACT ASSIGNMENT

WHEREAS, Mead & Hunt, Inc. (Mead & Hunt) has merged with Quentin L. Hampton, Associates, Inc. (QLH) and has retained employees of QLH as of June 30, 2017;

WHEREAS, The City of Cocoa and QLH has entered into an (Agreement) for general civil engineering services dated January 27th, 2016; and

WHEREAS, QLH wishes to assign its duties under the Agreement by written consent from the City of Cocoa; to Mead & Hunt; and

NOW, THEREFORE, effective June 30, 2017 all rights, title and interest in the Agreement between the City of Cocoa and QLH is hereby assigned and transferred to Mead &Hunt. Mead & Hunt accepts said assignment and agrees to perform the remaining obligations of QLH under the Agreement with the retained employees of QLH. Mead & Hunt shall be entitled to all monies remaining to be paid under the Agreement, which right is also assigned hereunder. All other terms and conditions shall remain in full force and effect.

This Agreement supersedes all previous negotiations, commitments, or any other Agreement with respect to the matter hereof.

Approved:	Approved:	Accepted:
City of Cocoa	Quentin L. Hampton Associates, Inc.	Mead &Hunt, Inc.
By:	By:	By:
Name: John A. Titkanich	Name: DAVID KING	Name: Andrew J. Platz
Title: City Manager	Title: VP/BUL	Title: President
The above person is authorized to sign for Client and bind the Client to the terms hereof.		
Date: 8/16/17	Date: 7/18/17	Date: 7/18/17

General Civil Engineering Services

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 Engineer, 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 Engineer.

b. **Ownership of Documents.** The City and the Engineer agree that upon payment of fees due to the Engineer 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 Engineer 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 Engineer 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 Engineer in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Engineer or not.

c. **Preexisting Ownership Rights to Documents.** Notwithstanding any provisions to the contrary contained in this Agreement, Engineer 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 Engineer 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 Engineer, Engineer 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 Engineer who shall take immediate steps to remedy the situation.

15.4 If any part of this Agreement is subcontracted by Engineer, prior to the commencement of any Work by the subcontractor, Engineer 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, Engineer shall be considered an independent contractor and not an employee of the City.

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

17.1 The City reserves the right to revoke and terminate this Agreement and rescind all rights and

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/24/2021

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
Holmes Murphy Associates/CSDZ,LLC
225 South Sixth Street
STE 1900
Minneapolis MN 55402

CONTACT NAME: Allie Darling
PHONE (A/C, No, Ext): 612-322-6041 **FAX (A/C, No):**
E-MAIL ADDRESS: adarling@csdz.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Company	25658
INSURER B : Charter Oak Fire Insurance Company	25615
INSURER C : Travelers Property Casualty Co. America	25674
INSURER D : XL Specialty Insurance	37885
INSURER E :	
INSURER F :	

INSURED MEAHUNPC
Mead & Hunt, Inc.
2440 Deming Way
Middleton, WI 53562

COVERAGES **CERTIFICATE NUMBER:** 649168848 **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 X Cont Liab Per X Policy Form/XCU GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			6308S701301	12/1/2021	12/1/2022	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 $ 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			8108S688704	12/1/2021	12/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
C	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			CUP8S887858	12/1/2021	12/1/2022	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
A C A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB8696243 UB8S698039 UB8S699509	12/1/2021 12/1/2021 12/1/2021	12/1/2022 12/1/2022 12/1/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A D	Property Professional/Pollution Liability			6308S701301 DPR9984620	12/1/2021 10/25/2021	12/1/2022 10/25/2022	Bldg/BPP: $12,825,012 Per Claim: Per Aggregate:	BI: $10,000,000 $5,000,000 $10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
When specified in written contract, the City of Cocoa is listed as Additional Insured with respect to Commercial General Liability (subject to all policy terms, limitiations, conditions and exclusions).

CERTIFICATE HOLDER

City of Cocoa
375 N Cocoa Blvd
Cocoa FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Paula A Dixon

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section **III** – Limits Of Insurance.

d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.

e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph **4.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

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i. How, when and where the "occurrence" or offense took place;

ii. The names and addresses of any injured persons and witnesses; and

iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:

i. Immediately record the specifics of the claim or "suit" and the date received; and

ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After the signing and execution of the contract or agreement by you;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5.**, **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2.**, **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: **UB8696243**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: **UB8S699509**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER
INCLUDING:
WESTERN STOCK SHOW ASSOCIATION; 4655 HUMBOLDT ST; DENVER, CO 80216-2818

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB8S698039

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER. INCLUDING: ONTARIO INTERNATIONAL AIRPORT AUTHORITY JOB DESCRIPTION: 1923 E. AVION A INCLUDING: ONTARIO INTERNATIONAL AIRPORT AUTHORITY JOB DESCRIPTION: 1923 E. AVION AVENUE ONTARIO, CA 91761	ARCHITECTURAL SERVICES

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by _____

DATE OF ISSUE: 12-10-20 **ST ASSIGN:**

d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.

3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.

4. Except with respect to any provisions to the contrary contained in Paragraphs **1.**, **2.** or **3.** above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

J. INSPECTIONS AND SURVEYS

1. We have the right but are not obligated to:

a. Make inspections and surveys at any time;

b. Give you reports on the conditions we find; and

c. Recommend changes.

2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:

a. Are safe or healthful; or

b. Comply with laws, regulations, codes or standards.

K. LEGAL ACTION AGAINST US

1. No person or organization has a right under this insurance:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this insurance unless all of its terms have been fully complied with.

2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:

a. Are not payable under the terms of this insurance; or

b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

L. MAINTENANCE OF UNDERLYING INSURANCE

1. The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage **A** is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:

a. Coverage;

b. Limits of insurance;

c. Termination of any coverage; or

d. Exhaustion of aggregate limits.

3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage **A** is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage **A** is subject to the following provisions:

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1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.

2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.

2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph **4.** below.

3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.

4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED**.

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item **5.** of the Declarations. The premium is a flat charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE – UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.

2. We do not assume responsibility for:

a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or

b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or

2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;

2. Those statements are based upon representations you made to us; and

3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSUREDS

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and

2. Separately to each insured against whom claim is made or "suit" is brought.

T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage **A**, the "underlying insurer", enforce them.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the

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execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:

a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;

b. Next, to us; and

c. Then, to any person or organization (including the insured and with respect to Coverage **A**, the "underlying insurer") that is entitled to claim the remainder, if any.

3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.

2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

V. UNINTENTIONAL OMISSION OR ERROR

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

W. WHEN LOSS IS PAYABLE

If we are liable under this insurance, we will pay for injury, damage or loss after:

1. The insured's liability is established by:

a. A court decision; or

b. A written agreement between the claimant, the insured, any "underlying insurer" and us; and

2. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the insured.

SECTION VI – DEFINITIONS

A. With respect to all coverages of this insurance:

1. "Applicable underlying limit" means the sum of:

a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance subject to the provisions in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; and

b. The applicable limit of insurance of any "other insurance" that applies.

The limits of insurance in any policy of "underlying insurance" will apply even if:

a. The "underlying insurer" claims the insured failed to comply with any term or condition of the policy; or

b. The "underlying insurer" becomes bankrupt or insolvent.

2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.

3. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.

5. "Extended reporting period" means any period of time, starting with the end of the policy period of your claims-made insurance, during which claims or "suits" may be first made, brought or reported for that insurance.

6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.

7. "Other insurance" means insurance, or the funding of losses, that is provided by, through or on behalf of:

a. Another insurance company;

b. Us or any of our affiliated insurance companies;

c. Any risk retention group;

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March 31, 2022

Bryant Smith III, P.E. C.F.M.
Public Works Director/City Engineer
City of Cocoa
155 North Wilson Street
Cocoa, FL 32922

Email: bsmith@cocoafl.org
Hard Copy Mailed Only on Request

RE: FISKE BOULEVARD AND BROADMOOR ACRES – BIDDING ASSISTANCE AND EOR SERVICES

Dear Mr. Smith,

Mead & Hunt is pleased to provide this revised bidding assistance and Engineer of Record (EOR) services during construction proposal for this project. The attached task order addresses the work activities we understand to be required. The task order is in conformance with our professional services agreement and related current rate schedule.

We look forward to the opportunity to serve the City of Cocoa on this and future projects. If you have any questions or comments, please contact our office.

Sincerely,
MEAD & HUNT, INC.

David A. King, PE
Vice President/Business Unit Leader

Noah Adamoski
Construction Services Supervisor

DAK/NA:bf

Enclosures: Task Order
Estimated Man Hour Schedule

FISKE BOULEVARD AND BROADMOOR ACRES – BIDDING ASSISTANCE AND EOR SERVICES
TASK ORDER# _____

GENERAL

This Task Order is in conformance with the Agreement for General Civil Engineering Services ("Agreement"), RFQ-16-01-COC(A) dated January 27, 2016, between the City of Cocoa ("CITY") and Mead & Hunt, Inc. ("MEAD & HUNT") and is referred to herein as the contract.

BACKGROUND

The CITY has planned for roadway and stormwater improvements on Fiske Boulevard (Peachtree Street to West Highland Boulevard) and Broadmoor Acres subdivision along with associated water/sewer improvements. The CITY had contracted with MEAD & HUNT to complete the design and permitting of the improvements. The CITY has selected Tierra Inc. (TIERRA) to provide Construction Engineering and Inspection (CEI) services. The CITY desires to proceed with bidding and construction of the improvements and utilize MEAD & HUNT's services for bidding assistance and Engineer of Record (EOR) services during construction.

SCOPE OF SERVICES

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

PHASE 1 – BIDDING ASSISTANCE

For the basis of this scope, it is assumed that the CITY will be responsible for leading the bidding effort and TIERRA will provide the majority of consultant support to the CITY during bidding. MEAD & HUNT will update the previously prepared construction drawings and technical specifications, including:

- Minor revisions to plans to address questions/comments brought up during CEI selection
- Update/replace City standard details and specifications
- Verify quantities of unit price bid work items; adjust totals as needed

MEAD & HUNT will provide the CITY and TIERRA electronic version of drawings and technical specifications for review. Upon receipt of comments from CITY and TIERRA, MEAD & HUNT will finalize the construction drawings and technical specifications for CITY's use in assembling bidding documents. MEAD & HUNT will address up to twenty (20) design intent questions from bidder's questions for CITY's use in preparation and distribution of addenda.

PHASE 2 – EOR SERVICES DURING CONSTRUCTION

For the basis of this scope the following assumptions are made:

- TIERRA will provide the CEI services and take lead on construction contract administration.
- Construction contract duration will be 240 calendar days with an estimated additional 60-day material procurement period prior to the 240 days.

MEAD & HUNT will incorporate applicable bid-phase modifications to the construction drawings and technical specifications and provide those to the CITY (in electronic format) for inclusion in the

contract/conformed documents for construction. MEAD & HUNT will attend a preconstruction meeting at CITY facilities led by TIERRA. MEAD & HUNT will prepare and submit on the CITY's behalf required permitting agency notifications for construction start. MEAD & HUNT will review up to twenty (20) construction submittals/resubmittals for compliance with the design intent and contract requirements. TIERRA will be responsible for review of construction submittals in regard to construction contract administration and CITY/FDOT standard materials and will maintain a log of all submittals. MEAD & HUNT will review and respond to TIERRA for up to twenty (20) contractor RFI's related to design intent. TIERRA will be responsible for maintaining RFI log and responses to contractor. MEAD & HUNT's responses to RFIs may include suggested field orders, work directives, and/or Requests for Proposals (RFP's) for which TIERRA will be responsible for. MEAD & HUNT will attend up to ten (10) in-person and twenty-four (24) virtual construction progress meetings. TIERRA will be responsible for meeting invites, agenda, and summaries/minutes. MEAD & HUNT will conduct up to ten (10) site visits during construction, separate from in-person progress meetings, to evaluate RFIs, to verify work completion for permitting certifications and other needs.

MEAD & HUNT will assist TIERRA and CITY to determine substantial and final completions and attend substantial and final walkthroughs. MEAD & HUNT will review contractor final as-builts and prepare final record drawings utilizing contractor as-builts and TIERRA inspector sketches, photographs, and other documentation. Record drawings to be provided electronically to CITY. MEAD & HUNT will prepare and provide certifications of completion to FDEP and SJRWMD, assuming one certification to each agency (i.e. – no multiple, partial certifications).

EXCLUSIONS

This scope of services excludes all items not specifically described herein, including but not limited to:

- Attendance of prebid meeting
- Review of bids/bidder qualifications
- CEI services (by TIERRA)
- FEMA grant administration (by CITY and/or TIERRA)
- Utility coordination (by TIERRA)
- Sampling, testing and laboratory Services (by TIERRA and/or contractor)
- Public information services (by TIERRA)
- Value Engineering
- Redesign per Client or Contractor

SCHEDULE

Mead & Hunt estimates the work included in this task order will be completed in accordance with the following schedule:

Phase/Task	Duration	Starting upon	Basis of duration
Phase 1 – Bidding Assistance			
Update previous drawings/specifications	30 days	Receipt of notice to proceed	
CITY/TIERRA review	15 days	Submittal of updated drawings/specifications	
Final drawings/specifications	15 days	Receipt of CITY/TIERRA comments	
Address bidder questions	30 days	CITY advertisement for bids	Assumed CITY advertisement duration
Phase 2 – EOR Services During Construction	300 days	CITY award to Contractor	Construction contract duration + material procurement period

COMPENSATION

The not-to-exceed cost for this Scope of Services is **$66,868** based on the following and the attached manhour breakdown:

Phase/Task	Fee/Cost	Basis
Phase 2 – Bidding Assistance	$14,525	Lump Sum
Phase 2 – EOR Services During Construction	$52,343	Time & Expense
TOTAL	**$66,868**	

AUTHORIZATION

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

Accepted by:	City of Cocoa	Approved by:	Mead & Hunt, Inc.
By:		By:	
Name:		Name:	David A. King, PE
Title:		Title:	Vice President/Business Unit Leader
The above person is authorized to sign for Client and bind the Client to the terms hereof.			
Date:		Date	March 31, 2022

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF COCOA, 65 STONE STREET, COCOA, FL 32922, City Clerk, Carie Shealy, (321) 433-8484, cshealy@cocoafl.org.

THE CITY ACKNOWLEDGES AND AGREES THAT THIS TASK ORDER IS SUBJECT TO SECTION 558.0035, FLORIDA STATUTES WHICH PROVIDES THAT INDIVIDUAL DESIGN PROFESSIONALS EMPLOYED BY THE ENGINEER OR AN AGENT OF THE ENGINEER MAY NOT BE INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES PERFORMED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT AND THIS TASK ORDER ISSUED THEREUNDER PROVIDED CERTAIN STATUTORY CONDITIONS ARE SATISFIED.

CITY OF COCOA
FISKE BLVD & BROADMOOR ACRES BIDDING ASSISTANCE AND EOR SERVICES DURING CONSTRUCTION
MEAD HUNT ESTIMATED MANHOUR SCHEDULE

	Role (M&H Billing Classification)	EOR (Senior Project Manager)	Project Engineer (Engineer III)	Construction Services Lead (Engineering Technician IV)	CAD (Engineering Technician III	Administrative Assistant	
	Hourly Rate	$201.00	$153.00	$143.00	$127.00	$92.00	
Phase	**Task**	Hours					**Total**
1-Bidding Assistance	Update construction plans and specifications	4	8	0	32	8	$ 6,828
	Finalize construction plans and specifications	1	2	0	8	2	$ 1,707
	Address up to 20 bidder questions	10	20	0	0	10	$ 5,990
	Phase 1 Subtotals	15	30	0	40	20	$ 14,525
2-EOR Services During Construction	Conformed drawings and specifications	1	4	0	8	8	$ 2,565
	Preconstruction meeting	4	0	4	0	0	$ 1,376
	Permitting agency notifications	1	3	0	0	1	$ 752
	20 Construction submittals	10	20	20	0	5	$ 8,390
	20 RFIs	20	10	20	0	5	$ 8,870
	10 In-person progress meetings	20	0	20	0	0	$ 6,880
	24 Virtual progress meetings	18	0	18	0	0	$ 6,192
	10 Site visits	20	0	20	0	0	$ 6,880
	Substantial completion effort	4	0	4	0	0	$ 1,376
	Final completion effort	4	0	4	0	0	$ 1,376
	Record drawings	2	4	0	40	0	$ 6,094
	Permitting completion certifications	1	6	0	3	1	$ 1,592
	Phase 2 Subtotals	105	47	110	51	20	$ 52,343
						Total	**$ 66,868**

Task Order Request Form

P-Form 2021.09 Revised 08/17/2021

Civil Engineering	2022-26
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 03/30/22 City Bid Number: RFQ-16-01-COC-A AMOUNT: $ 66,868.00

Vendor Name: Mead & Hunt /10228 Quote/Proposal Number:

Dept. Number/Division Name: 3570 SW/ 3510 Streets

Project Name: Fiske Blvd/ Broadmoor Acres Drainage Imp. Project Number: PW175I

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

Bidding Assistance and Engineer of Record Services: Assisting Tierra and the City of Cocoa with the Fiske Blvd. and Broadmoor Acres Drainage Improvement Project:
Phase II:Bidding Assistance @ $14,525 (Lump Sum Basis)
Phase II: EOR Services During Construction @ $52,353 (Time & Expense)

TOTAL $66,868.00 - Amount is being cost shared between Streets and Stormwater

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: 2022-26

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.

~ TRACK SHEET ~

Continuing Services Agreement Contract

Commodity/Service:	**Civil Engineering Services**	**TERM: Agreement shall terminate on the (3rd) anniversary of the effective date. With the option to renew (2) additional two (2) year renewals. NTE 7 year Total**
Vendor/Contractor:	Mead & Hunt fka QLH - V # 10228 Infrastructure Solutions - V # 9836	
Department Name:	Public Works	*Balances Verified By: Diane Kozlak* *Date Verified: 03/08/2022*
Department Requestor:	Ed Wegerif/Bryant Smith	
Quote/Bid/Proposal No:	**Q-16-01-COC(A)**	**RENEWALS LEFT - 0**
Total # of Task Orders Issued for this Contract:	**26**	**EXPIRES: 01/26/2023**

Contract Date: 01/27/2016 to 01/26/2019 - Approved By Council 12/08/15 Item VIII.2
Contract Date: 01/27/2019 to 01/26/2021 - Approved By Council 01/23/2019, Item VIII.4
Contract Date: 01/27/2021 to 01/26/2023 - Approved By Council 02/23/21, Item VIII.3

PO AMOUNT CURRENTLY ENCUMBERED:	**$64,186.65**
PO AMOUNT CURRENTLY PAID:	**$917,160.87**
TOTAL:	**$981,347.52**

Mead & Hunt, Inc. #10228	**FKA/Quentin L. Hampton #3806**	3,182.00	398,985.52
TASK NO:	**TASK DETAILS**	**ENCUMBERED**	**PAID**

2016-01

PO#2016 & 2017-SPLIT 3 DEPARTMENTS BELOW Approved By Council 7/26/16 Item VIII.4
Florida Ave. Streetscape Project split within 3 Departments Construction Phase

	PO#2016-68621-30876 date 8/9/16 (Balance for approved project below **Line Item #1**) **CD1105**	0.00	3,200.00
PW08PL	**PO#2017-68951-31209** date 10/14/16 -- 23% OF PROJECT FUNDEDED SW **(LINE #2)** 423-3570-538-63-00	0.00	36,609.68
	YEAR END CLOSE OUT ENDING BALANCE $3,364.32 - LIQUIDATED 12/28/2017		
CD1105	**PO#2017-68951-31209** date 10/14/16 -- 56% OF PROJECT FUNDED **(LINE #1)** (001-3510-541-63-00)	0.00	89,136.60
	YEAR END CLOSE OUT ENDING BALANCE $4,991.40 - LIQUIDATED 12/28/2017		
WS1506	**PO#2017-69050-36498** date 10/20/16 -- 21% OF PROJECT FUNDED (421-4055-536-63-00)	0.00	33,426.24
	CHANGE ORDER TO LIQUIDATE BALANCE OF **$3,071.76 FROM PO#69050**		
	APPROVED BY: John A. Titkanich, City Manager on 7/26/2016		

2017-04 PW17SI

	PW-PO#2017-70027-32538…3510-date 2/24/17 $98,495 Council Approved 2/14/17 VIII.4	0.00	19,810.50
	Survey, Design and permitting for Fiske Blvd. Phase 3 design & Engineering. For roadway and sidewalk improvements from Highland Ave to Peachtree St. Work to include drainage, sidewalk enhanced lighting. Utility upgrades to be completed under a separarte task order.		
	Customer Name Change Required to Re-Issue all FY17 PO's to new Vendor ending balance $78,684.50		
	RE-ISSUE PO#2017-71068-33920 date 09.19.17 (Continuance)	0.00	2,718.00
	YEAR END CLOSE OUT ENDING BALANCE $75,966.50 - LIQUIDATED 12/28/2017		
	RE-ISSUE PO#2018-71996-35050 date: 01/08/18 (Continuance) of 71068 above	0.00	56,367.50
	This Continuance Purchase Order was short by $9,541		
	LIQUIDATED $10,055		
	PW-PO#2018-71983-35047 date:1/3/18 Confirmaiton PW17SI $9,544	0.00	9,544.00

TASK NO:	TASK DETAILS	ENCUMBERED	PAID
2017-05 SW17BA	**PW-PO#2017-70028-32540**…3510-date 2/24/17 $61,195 Council Approved 2/14/17 VIII.4 Survey, design and permitting for drainage improvements in Broadmoor Acres. Work to include swales, inlets and driveway aprons. All work to be completed in conjuction with Fiske Blvd. Phase 3 design and engineering (project PWSI17) Ending Balance $39,715 sent email to MG to true up Customer Name Change Required to Re-Issue all FY17 PO's to new Vendor ending balance $39,715	0.00	21,475.00
	RE-ISSUED PO#2017-71066-33918 date 09.19.17 (Continuance) ***YEAR END CLOSE OUT ENDING BALANCE $36,379 - LIQUIDATED 12/28/2017***	0.00	2,796.00
PW17SI	**RE-ISSUE PO#2018-71997-35051** 01/08/18 (Continuance) of 71066 above New P/N ***This Continuance Purchase Order was short by $4,194 (Project # Changed)*** ***LIQUIDATED $1,450***	0.00	30,735.00
	PW-PO#2018-72024-35049 1/17/18 Confirmation PW17SI $4,194	0.00	4,194.00
2018-06 WS18UR	**UT-PO#2018-71618-34151**… date 11/08/17 $49,440 within the CM's signing authority SR501 CLEARLAKE ROAD UTILITY RELOCATION ***CO#1 10/09/2018 ISSUED TO LIQUIDATE BALANCE OF $14,465 DURING FINAL PAYMENT***	0.00	34,975.00
2018-07 CS14LW	**CS-PO#72150-35163**…date 1/31/18 $28,140 within the CM's signing authority Engineering Svc's for the sidewal connection between Lee Wenner Park & Coccoa Village Marina *LIQUIDATED $300 on final invoice for FY2018*	0.00	27,840.00
2018-08 WS18FB	**UT-PO#2018-71688-34701**…date 11/16/17 $24,435 Fiske Blvd. Improvements - Water Main upgrades Design, Permit Engineering Svc's Fiske Blvd. between W. Highland Dr. and Peachtree St. Remaining Balance for FY2018 $2741.44	0.00	22,693.56
	FY2019 - CO#1 ADD $3905 date XX/XX/18 within the CM's signing authority - An invoice for PW was paid from this PO#71688 as both departments are working on the same project funds went back into the Acct. now we need to add funds back to Purchase Order - FY2019	0.00	3,464.44
	NOTE: BALANCE ON THIS PO 3182.00	3,182.00	0.00
2022-26	**UT-PO#XXXX-XXXX**… date 0/0/00 $66,868.00 City Council Approval Required Bidding Assistance and Engineer of Record Services-Fiske Blvd/Broadmoor Acres Drainage Imp.		

TASK NO:	TASK DETAILS	ENCUMBERED	PAID
INFRASTRUCTURE SOLUTIONS SERVICES	**#9836**	61,004.65	518,175.35
2017-02 WS1201	**UT-PO#2017-69445-31832** date 11/26/16 within CM's signing authority HARRISON ST. UTILITY IMPROVEMENT - Provide water & reclaimed water piping associated with the streetscape for Harrison St. from Delannoy Ave to just West of Lee Wenner Park Approved By: John A Titkanich, City Manager on 11/08/2016 ***YEAR END CLOSE OUT ENDING BALANCE $770 - LIQUIDATED 12/28/2017***	0.00	9,430.00
2017-03 WS1201	**UT-PO#2017-69460-31834** date 11/30/2016 within CM's signing authroity STONE ST. UTILITY IMPROVEMENTS - Provide water & reclaimed water piping improvements associate with Streetscape for Stone St. from Fiske to the Railroad tracks just west of US1 Approved By: John A Titkanich, City Manager on 11/08/2016	0.00	23,500.00
2018-09	**PW-PO#2018-71251-34277.**.date 10/11/17 $6440 within the CM's signing author. Damanage assessment/demolition cost-Hurricane Irma -- 001-1601-525-31-00 Original Task Proposal was $95,845 split in phase 1 = $6440 & Phase 2 = $89,405 (09&12)	0.00	6,440.00
2018-10 NO *PROJECT #* USED	**PW-PO#2018-71962-34825**...date 01/03/18 $89,405 Council Approved Conceptual design, site specific Eng., surveyin for design of improvement to boardwalk Because of Hurricane Irma Task #09 required to get Operative Original Task Proposal was $95,845 split in phase 1 = $6440 & Phase 2 = $89,405 This Task Order was broken down to $35K --110-3230-559-31-00 CO#1 Adding $5000 date 07/16/2018 (New Total $40K) Balance of $49,405 ***This PO was put on another CSA 14-18-COC (Streetscape Eng & Design) $40K***		
2018-11	**PW-PO#2018-72152-35216** date 2/5/18 $19,000 within the CM's signing Authority Shorline surveying services and evaluation and final design services for stablization	0.00	19,000.00
2018-12	**PW-PO#2018-73217-36623** date 8/28/18 $47,500 within the CM's signing Authority Engineering & design T-Docs, Project Control & Bathymetric Surveying, Preliminary Design *Remaining Balance for Year End Close Out FY18 $35,074.* **FY2019-CO#1 ADD $93,640** date 11/20/18 $93,640 Council Approved *Funds required to bring the plans up to 100% design plans for the City to use in the bidding process. To include assistance with bidding services & engineering servives during Construction All the way through completion of the project* **Paid $12,426.00 in FY 19** ***Paid $128,714.00 in FY20***	0.00 0.00	12,426.00 128,714.00
2019-13	**PW-PO#2019-73534-37284** date 10/19/18 $6800 within the CM's signing authority Bidding services to include pre-bid meetings, addendums services during construction	0.00	6,800.00
2019-14	**PW-PO#2019-73727-37302** date 11/05/18 $23000 within the CM's signing authority concepeptual layout for the Promenade/Overlook - surveying, up to 3 concepts includes presentation to board, cost estimates, attending public meetings.	0.00	23,000.00
2019-15	**PW-PO#2019-73710-37383** date 11/05/18 $19,700 within the CM's signing authority Feasiblity Study for Indian River Lagoon SW Treatment. Concepeptual plan for the treatment facility, budget estimate, investigate the permitting ,regulatory requirements	0.00	19,700.00

TASK NO:	TASK DETAILS	ENCUMBERED	PAID
	Paid $17,730.00 in FY19 Paid $1,970.00 in FY20		

TASK NO:	TASK DETAILS	ENCUMBERED	PAID
2019-16	**PW-PO#2019-73829-37534** date 11/16/18 $66,320 Council Approved: Field Services: Surveying & Geotechnical Design Services: Preliminary (40%) Design Submittal Services Final (90%) Design Submittal Services - Final (100%) Design Submittal Services - Permitting Services Bidding Services & Engineering Services during Construction (No Subconsultants being used for this project) Paid $46,440.00 in FY19 Paid $19,880.00 in FY20	0.00	66,320.00
2019-17	**PW-PO#2020-76945-41299** date 07/20/20 $45,460 Within City Manager Signing Authority Engineering Design and permiting of drainage improvements within a residentialneighborhood at Aurora Av. Original Task Order was approved for $49,800.00 however when PO was issued the proposal had been revised. **FY2020-CO#1 ADD $20,833.00** date 01/06/21 $20,833.00 Council Approved *Assist City with Local Agency Program (LAP) documentation and funding requirements.*	20,501.15	45,791.85
2021-18	**PW-PO#2021-77492-42067** date 12/07/20 $48,993 Within City Manager Signing Authority Boat Ramp Rehanbilitation Project	6,985.00	42,008.00
2021-19	**PW-PO#2021-77493-42070** date 12/07/20 $49,748 Within City Manager Signing Authority Lee Wenner Dredging Project	6,395.00	43,353.00
2021-20	**CS-PO#2021-77934-42639** date 04/09/21 $66,087.00 Required RDA Council Approval, 04/05/21, Item V.2 Lee Wenner Park Parking Improvements	$24,638.50	41,448.50
2021-21	**PW-PO#2021-77950-42656** date 04/14/21 $14,020.00 Within City Manager Signing Authority Design Modification aof drainage improvements of Bracco Pond	565.00	13,455.00
2021-22	**PW-PO#2021-77973-42627** date 04/22/2021 $41,870.00 Within City Manager Signing Authority Design Modification aof drainage improvements within a residentual neighborhood, Emma Jewel Regional Stormwater System 1st change order to add project # 2nd change order to liquidate balance of $32,965.00 per JZ	0.00	8,905.00
2022-23	**PW-PO#2022-78883-43848** date 11/09/2021 $3,942.00 Within City Manager Signing Authority Carl E. Anderson Park Restroom Improvements	0.00	3,942.00
2022-24	**PW-PO#2022-78946-43887** date 11/22/2021 $3,942.00 Within City Manager Signing Authority Gilmore Park Restroom Improvements, PWFBFP	0.00	3,942.00
2022-25	**PW-PO#2022-79087-44046** date 12/17/2021 $960.00 Within City Manager Signing Authority 603 Brevard Hotel; review/comments on drainage plans, stormwater calculations & computations, MBV Engineering Inc **FY2022-CO#1 ADD $960.00** date 03/24/2022 $960.00 *Review comment by a third party of Development Plans to include Stormwater Report and Paving, Grading and Stormwater Civil Plans*	1,920.00	0.00

TASK NO:	TASK DETAILS	ENCUMBERED	PAID

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2022; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2021, and ending on September 30, 2022, at a Regular meeting held on September 28, 2021; and

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

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

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

SECTION 1. The 2021-2022 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 26th day of April, 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=10832146&GUID=2621CFA9-9828-4C56-AB3F-9E4CDA68980B* is a secure document that has been embedded in this document. Double click the pushpin to view.



Legislation Details (With Text)

File #:	22-191	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Agenda Ready
File created:	4/1/2022			**In control:**	City Council
On agenda:	4/26/2022			**Final action:**	

Title: To Approve Participation in a Multi-Year Cooperative Purchase Agreement with VacVision Environmental LLC (A Vortex Company) for Manhole Rehabilitation Services Utilizing the HGAC (Houston-Galveston Area Council) National Cooperative Purchasing Contract No. TP07-18 Effective July 1, 2018 through June 29, 2021, Renewed Through June 30, 2022; To Authorize the City Manager to Execute Any Annual Renewal Amendments Under the Original Contract. (Utilities Director)

Sponsors:

Indexes:

Code sections:

Attachments:
Permission to Utilize HGAC Contract 018-00382.pdf
FULLY EXECUTED_Standard Form for New Piggyback Contract No. H-GAC_018-00382.pdf
HGACBuy Cocoa Participation Proof.pdf
Vortex Legal Org. Chart.pdf
Vortex-Companies.pdf
HGACBuy Cocoa Participation Proof.pdf
Vortex Companies Updated Contract - June 2018.pdf
Original HGAC Agreement 12-13-11.pdf
Vortex COI Exp 12-11-22.pdf
HGAC Amendment 1 Contract No. TP07-18 (Vortex) Exp 6-30-22.pdf
1st Amendment Renewal Expires 6.30.22 - Signed.pdf
RV1 Proposal 209563 FL Cocoa FY22 MH Rehab 3-11-22.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 1, 2022
Agenda Date: April 26, 2022
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:

To Approve Participation in a Multi-Year Cooperative Purchase Agreement with VacVision Environmental LLC (A Vortex Company) for Manhole Rehabilitation Services Utilizing the HGAC (Houston-Galveston Area Council) National Cooperative Purchasing Contract No. TP07-18 Effective July 1, 2018 through June 29, 2021, Renewed Through June 30, 2022; To Authorize the City Manager to Execute Any Annual Renewal Amendments Under the Original Contract

BACKGROUND:

In FY19, the City of Cocoa Utilities Department, Carollo Engineers, and RedZone Robotics, Inc. (RedZone) completed a comprehensive sanitary sewer manhole assessment program that included a comprehensive evaluation of the condition of manholes and development of a capital improvement program for manhole rehabilitation and replacement. During this process, CCTV data of the City's sanitary sewer manholes (approximately 1,900 manholes) was captured and thoroughly reviewed utilizing the nationally recognized standard Manhole Assessment and Certification Program (MACP) coding process created by the National Association of Sewer Service Companies (NASSCO). Carollo Engineers, Inc. subsequently provided a comprehensive review of the manhole conditions based on RedZone's CCTV data. As part of this analysis, a comprehensive plan was developed to address the manholes that are in need of repair and rehabilitation on an annual basis.

Rehabilitation of the critical manholes was recommended based on the severity of defects, potential for defect progression, consequence of failure, and geographical location. Coating the inside of the manhole structure to provide complete structural repair and reduced infiltration was recommended. The sewer treatment plant will then no longer incur the cost of treating ground water from these leaking manholes, while also extending the manhole's useful life. In addition to the manhole coating, severely corroded manhole frame and covers will be replaced providing additional structural integrity for the manhole and ensuring the safety of nearby drivers and pedestrians.

To maintain the integrity of the sanitary sewer system with minimum construction disturbances, existing manholes are to be rehabilitated with a Geopolymer coating. The Geopolymer coating application process takes approximately four (4) hours to complete with no impact on the sanitary sewer system operations. The replacement of the manhole ring and cover will also have no impact on the sanitary sewer system operations.

In order to continue the necessary manhole rehabilitation program, staff is requesting the use of the HGAC Buy National Cooperative Purchasing Contract No. TP07-18. 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 approval to use the HGAC contract with VacVision Environmental LLC (A Vortex Company) to perform Sewer Manhole Rehabilitation, and to authorize a budgeted expenditure for these services not to exceed $219,137.50 in FY2022. Future fiscal year budget amounts for these services will be determined during the budget process, and submitted to City Council for final approval.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Amount Requested	$219,137.50
Account Number	424-4125-536.63-00, WS19MH
Account Name	Infrastructure
Source of Funds	Operating Revenue

PREVIOUS ACTION:

On December 13, 2011, City Council approved an interlocal agreement with the Houston-Galveston Area Council (H-GAC) for cooperative purchasing.

On June 26, 2019, City Council approved the participation in a cooperative purchase agreement with VacVision Environmental LLC (A Vortex Company) for Manhole Rehabilitation Services utilizing the Gainesville Regional Utilities Contract No. 2014-032, Amendment 4, Effective October 27, 2017 through October 27, 2019, in the amount of $135,745.27.

On March 25, 2020, City Council approved participation in a cooperative purchase agreement with VacVision Environmental LLC (A Vortex Company) for manhole rehabilitation services utilizing the HGACBuy (Houston-Galveston Area Council) National Cooperative Purchasing Contract TP07-18 Effective July 1, 2018 through June 30, 2021 in the amount of $362,753.

On February 23, 2021, City Council approved participation in a cooperative purchase agreement with VacVision Environmental LLC (A Vortex Company) for manhole rehabilitation services utilizing the HGACBuy (Houston-Galveston Area Council) National Cooperative Purchasing Contract 018-00382 Effective July 1, 2018 through June 30, 2021 in the amount of $162,765

RECOMMENDED MOTION:

To Approve Participation in a Multi-Year Cooperative Purchase Agreement with VacVision Environmental LLC (A Vortex Company) for Manhole Rehabilitation Services Utilizing the HGAC (Houston-Galveston Area Council) National Cooperative Purchasing Contract No. TP07-18 Effective July 1, 2018 through June 29, 2021, Renewed Through June 30, 2022; To Authorize the City Manager to Execute Any Annual Renewal Amendments Under the Original Contract.

Melinda Keesee

From: Heath Hancher
Sent: Thursday, October 15, 2020 3:32 PM
To: Heath Hancher
Subject: Piggyback Approval

V/r
Heath Hancher PmP, CPPM
Purchasing / Contracts Div. Manager

From: Heath Hancher
Sent: Tuesday, March 3, 2020 11:49 AM
To: Johnson, Veronica <Veronica.Johnson@h-gac.com>
Subject: RE:

Thanks Veronica! It was a pleasure talking with you this morning and cannot thank you enough for sending over the latest HGAC contract. If I have any questions I will be sure to give you a buzz. Wishing you all the best!

V/r
Heath Hancher
Purchasing & Contracts Division
Manager

From: Johnson, Veronica <Veronica.Johnson@h-gac.com>
Sent: Tuesday, March 3, 2020 9:42 AM
To: Heath Hancher <hhancher@cocoafl.org>
Subject:

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Please see executed contract for Vortex and permission for use.

Thank you,

Veronica Johnson

Veronica Johnson CTCM, CTPM
Procurement Coordinator
Houston Galveston Area Council
Cooperative Purchasing
713-993-2446

HGACBuy
THE SMART PURCHASING SOLUTION

ORIGINAL

STANDARD FORM FOR NEW PIGGYBACK CONTRACTS

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with **VORTEX SERVICES, LLC** (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. 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 H-GAC Houston – Galveston Area Council , said contract being identified as: CoOp – Vortex Services LLC – Public Services Contract No. 018-00382; Manhole Rehabilitation and other related services specified within the Cooperative Agreement, Table Form D - Products and Service Offerings Invitation No. TP07-18 (referred to as the "original government contract").

2. 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.

3. 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:

This agreement shall commence upon the latest date of signature by and between mutual parties, the City of Cocoa and Vortex Services. All services under this agreement shall be in conformance with the original H-GAC CoOp agreement and will terminate on June 30, 2021. Unless directly specified under a written change or extension provisioned under Article 15, of the original agreement, which shall be fully executed by H-GAC, the VENDOR (Vortex Services) to this agreement, upon which the City of Cocoa shall continue services should it be in the best interest of the City.

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.

b. Any other provisions that will be modified:

N/A

c. 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.

d. 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.

e. 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.

f. 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.

g. 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.

Vortex Services, LLC

Entered this 17 day of December

Ben Roese, Regional Vice President

(Signature)

12/17/2020

(Date)

CITY OF COCOA

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

Attested By: _____ City Clerk

CITY OF COCOA CORPORATE SEAL FLORIDA

HGACBuy (/default.aspx)

List of HGACBuy End Users

Select a State to See a List of End Users From That State

Florida

Filter by Name:

Agency Name	City
City of Cocoa (FL)	Cocoa

News & Events

End User Orientation (/events/event-details.aspx?eventid=121)

Join us for an HGACBuy End User Orientation (/events/event-details.aspx?eventid=121)

The HGACBuy End User Orientation objective is to introduce End Users to the HGACBuy program:

- Who is HGACBuy?

- Discuss what HGACBuy Cooperative does
- The advantages of using HGACBuy
- Discuss the purchasing process
- HGACBuy Website

(https://www.addtoany.com/share#url=https%3A%2F%2Fwww.hgacbuy.org%2Fabout%2Fend-users.aspx&title=List%20of%20HGACBuy%20End%20Users%20-%20HGACBuy)

Contractor Orientation (/events/event-details.aspx?eventid=126)

Join us for a Contractor Orientation Webinar (/events/event-details.aspx?eventid=126)

The orientation will discuss:

- Our cooperative environment
- Requirements for Member participation
- Preparing Contract Pricing Worksheets
- Purchase orders and Order Confirmations
- Quarterly Activity Reporting

(https://www.addtoany.com/share#url=https%3A%2F%2Fwww.hgacbuy.org%2Fabout%2Fend-users.aspx&title=List%20of%20HGACBuy%20End%20Users%20-%20HGACBuy)

End User Orientation (/events/event-details.aspx?eventid=127)

Join us for an HGACBuy End User Orientation (/events/event-details.aspx?eventid=127)

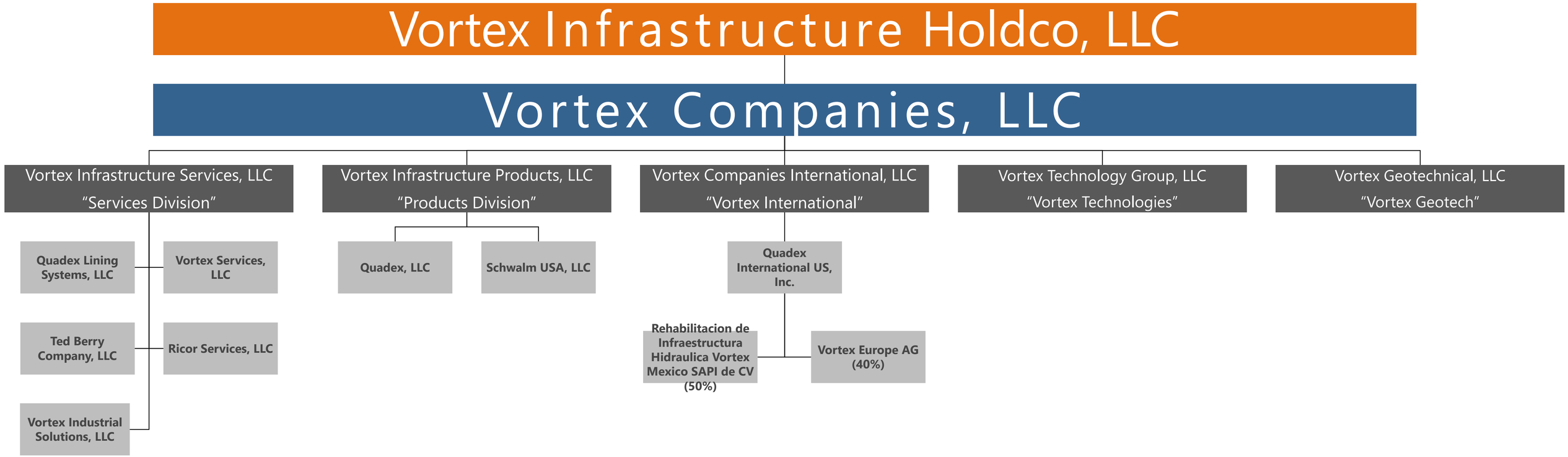
Webinar will begin exactly at 9:30AM CST. Please be on time for the webinar or you may miss the presentation and have to wait until the next one.

The HGACBuy End User Orientation objective is to introduce End Users to the HGACBuy program:

- Who is HGACBuy?
- Discuss what HGACBuy Cooperative does
- The advantages of using HGACBuy
- Discuss the purchasing process
- HGACBuy Website

(https://www.addtoany.com/share#url=https%3A%2F%2Fwww.hgacbuy.org%2Fabout%2Fend-users.aspx&title=List%20of%20HGACBuy%20End%20Users%20-%20HGACBuy)

LEGAL ORGANIZATIONAL CHART



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.

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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

Attachment A
Vortex Companies, LLC
Trenchless Pipeline Rehabilitation Services
Contract No.: TP07-18

Item #	Unit	Pay Item Descrition	Price
A. Clean/TV and Evaluation for Gravity Pipelines			
A1	LF	Sewer Main Television Inspection (8" through 15" Diameter)	4.00
A2	LF	Sewer Main Television Inspection (18" through 24" Diameter)	6.00
A3	LF	Sewer Main Television Inspection (27" through 36" Diameter)	8.00
A4	LF	Sewer Main Television Inspection (42" through 48" Diameter)	12.00
A5	LF	Sewer Main Television Inspection (54" through 60" Diameter)	14.00
A6	LF	Sewer Main Television Inspection (66" through 72" Diameter)	22.00
A7	LF	Sewer Main Television Inspection (78" through 90" Diameter)	35.00
A8	LF	Sewer Main Television Insepction (96" through 108" Diameter)	40.00
A9	LF	Sewer Main Cleaning - Normal (8" through 15" Diameter)	4.00
A10	LF	Sewer Main Cleaning - Normal (18" through 24" Diameter)	6.00
A11	LF	Sewer Main Cleaning - Normal (27" through 36" Diameter)	8.00
A12	LF	Sewer Main Cleaning - Normal (42" through 48" Diameter)	12.00
A13	LF	Sewer Main Cleaning - Normal (54" through 60" Diameter)	14.00
A14	LF	Sewer Main Cleaning - Normal (66" through 72" Diameter)	22.00
A15	LF	Sewer Main Cleaning - Normal (78" through 90" Diameter)	35.00
A16	LF	Sewer Main Cleaning - Normal (96" through 108" Diameter)	40.00
A17	LF	Sewer Main Cleaning - Mechanical (8" through 15" Diameter)	6.00
A18	LF	Sewer Main Cleaning - Mechanical (18" through 24" Diameter)	8.00
A19	LF	Sewer Main Cleaning - Mechanical (27" through 36" Diameter)	25.00
A20	LF	Sewer Main Cleaning - Mechanical (42" through 48" Diameter)	35.00
A21	LF	Sewer Main Cleaning - Mechanical (54" through 60" Diameter)	38.00
A22	LF	Sewer Main Cleaning - Mechanical (66" through 72" Diameter)	55.00
A23	LF	Sewer Main Cleaning - Mechanical (78" through 90" Diameter)	80.00
A24	LF	Sewer Main Cleaning - Mechanical (96" through 108" Diameter)	110.00
A25	LF	6" Clean and TV storm sewer	5.52
A26	LF	8" Clean and TV storm sewer	5.52
A27	LF	10" Clean and TV storm sewer	6.90
A28	LF	12" Clean and TV storm sewer	6.90
A29	LF	15" Clean and TV storm sewer	9.66
A30	LF	18" Clean and TV storm sewer	13.80
A31	LF	21" Clean and TV storm sewer	16.56
A32	LF	24" Clean and TV storm sewer	19.32
A33	LF	27" Clean and TV storm sewer	20.70
A34	LF	30" Clean and TV storm sewer	27.60
A35	LF	33" Clean and TV storm sewer	34.50
A36	LF	36" Clean and TV storm sewer	41.40
A37	LF	42" Clean and TV storm sewer	55.20
A38	LF	48" Clean and TV storm sewer	69.00
A39	LF	54" Clean and TV storm sewer	82.80
A40	LF	60" Clean and TV storm sewer	100.00
A41	LF	66" Clean and TV storm sewer	115.00
A42	LF	72" Clean and TV storm sewer	130.00
A43	LF	78" Clean and TV storm sewer	145.00
A44	LF	84" Clean and TV storm sewer	160.00
A45	LF	90" Clean and TV storm sewer	175.00
A46	LF	96" Clean and TV storm sewer	190.00
A47	LF	102" Clean and TV storm sewer	205.00
A48	LF	108" Clean and TV storm sewer	220.00
A49	LF	114" Clean and TV storm sewer	235.00
A50	LF	Greater than 114" Clean and TV storm sewer	250.00
A51	LF	6" - 12" Post TV Inspection After Rehabilitation	5.00
A52	LF	14" - 20" Post TV Inspection After Rehabilitation	5.00
A53	LF	21" - 36" Post TV Inspection After Rehabilitation	9.00
A54	LF	37"- 42" Post TV Inspection After Rehabilitation	12.00
A55	LF	43"- 48" Post TV Inspection After Rehabilitation	22.00
A56	LF	49"- 54" Post TV Inspection After Rehabilitation	32.00
A57	LF	55"- 60" Post TV Inspection After Rehabilitation	42.00
A58	LF	61"- 72" Post TV Inspection After Rehabilitation	52.00
A59	LF	73" or Larger Post TV Inspection After Rehabilitation	62.00
A60	EA	Heavy Lift Station Cleaning (Remove all Debris to Bottom of LS - 4 hr minimum)	4312.00
A61	HR	Major Lift Station Cleaning - Additional Hours	1078.00
A62	EA	Minor Lift Station Cleaning (Skimming Top of LS - 4 hr minimum)	1150.00
A63	HR	Minor Lift Station Cleaning - Additional Hours	287.50
A64	HR	Vactor Truck Services	500.00
A65	YD	Waste Water Treatment Plant Debris Removal/Sludge Hauling (Small)	90.00
A66	YD	Waste Water Treatment Plant Debris Removal/Sludge Hauling (Large)	350.00
A67	EA	Re-setup for TV Due to Point Repairs or Obstructions	300.00
A68	LF	Mechanical Root removal	8.00
A69	LF	Grease removal	3.22
A70	EA	Other Remote Obstruction removal (max. 5 lf)	690.00
A71	LF	Smoke Testing	1.84
A72	EA	Manhole/Cleanout & Sewer Line Visual Inspection	184.00

A73	EA	GPS Survey of Manholes & Cleanouts	400.00
A74	EA	Heavy Debris Removal - MAN ENTRY	250.00
A75	EA	Heavy Debris Removal - LARGE DIAMETER MAN ENTRY	500.00
A76	LF	Heavy Debris Removal - REMOTE ENTRY	1000.00
A77	EA	Dyed Water Flooding/Leak Quantification & Evaluation	322.00
B. Centrifugally Cast Pipe Rehabilitation for Sewer Lines			
B1	LF	36" STORM PIPE - QLS REHABILITATION - 1." Thickness	405.00
B2	LF	42" STORM PIPE - QLS REHABILITATION - 1." Thickness	430.00
B3	LF	48" STORM PIPE - QLS REHABILITATION - 1." Thickness	460.00
B4	LF	54" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	645.00
B5	LF	60" STORM PIPE - QLS CAST REHABILITATION - 1.5" Thickness	678.00
B6	LF	66" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	715.00
B7	LF	72" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	850.00
B8	LF	78" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	925.00
B9	LF	84" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	1075.00
B10	LF	90" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	1200.00
B11	LF	96" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	1500.00
B12	LF	102" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	1800.00
B13	LF	108" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	2300.00
B14	LF	Greater than 108" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	2700.00
B15	SF	NON ROUND SEWER PIPE	55.00
B16	LF	36" SANITARY PIPE - QLS REHABILITATION - 1." Thickness	405.00
B17	LF	42" SANITARY PIPE - QLS REHABILITATION - 1." Thickness	430.00
B18	LF	48" SANITARY PIPE - QLS REHABILITATION - 1" Thickness	460.00
B19	LF	54" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	645.00
B20	LF	60" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	678.00
B21	LF	66" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	715.00
B22	LF	72" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	850.00
B23	LF	78" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	925.00
B24	LF	84" SANITARY PIPE - QLS CAST REHABILITATION - 1.5" Thickness	1075.00
B25	LF	90" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	1200.00
B26	LF	96" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	1500.00
B27	LF	102" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	1800.00
B28	LF	108" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	2300.00
B29	LF	Greater than 108" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	2700.00
B30	SF	EACH ADDITIONAL .5" Thickness	15.00
B31	SF(of WWF)	REINFORCEMENT WITH WELDED WIRE FABRIC- 4X4W4	15.00
B32	LF(of Rebar)	REINFORCEMENT WITH REBAR- #3	10.00
B33	LF(of Rebar)	REINFORCEMENT WITH REBAR- #4	20.00
B34	LF(of Rebar)	REINFORCEMENT WITH REBAR- #8	40.00
B35	GALLON	INFILTRATION CONTROL- CHEMICAL GROUT	100.00
B36	PAIL	INFILTRATION CONTROL- QUAD-PLUG	50.00
B37	CF	REBUILD INVERT	75.00
B38	LF	JOINT PREPARATION	20.00
B39	SF	ANTIMICROBIAL APPLICATION	5.00
B40	CY	CHANNEL EXCAVATION	50.00
B41	CY	DEBRIS REMOVAL	65.00
B42	AC	CLEARING AND GRUBBING	4500.00
B43	EACH	TREE REMOVAL (6" – 12")	1500.00
B44	EACH	TREE REMOVAL (13" – 23")	3000.00
B45	EACH	TREE REMOVAL (> 24")	5000.00
B46	EACH	REWORK CATCHBASIN COVER TO ACCEPT NEW MANHOLE COVERS	1200.00
B47	EACH	SERVICE LATERAL REINSTATEMENT - MAN ENTRY	250.00
C. Cured-In-Place Pipe (CIPP) Rehabilitation for Sewer Lines			
C1	LF	6" x 4.5mm STEAM / WATER CURE	36.80
C2	LF	8" x 6.0mm STEAM WATER CURE	34.96
C3	LF	10" x 6.0mm STEAM /WATER CURE	38.64
C4	LF	12" x 6.0mm STEAM /WATER CURE	53.36
C5	LF	15" x 7.5mm STEAM /WATER CURE	64.40
C6	LF	18" x 9.0mm STEAM/WATER CURE	78.20
C7	LF	21" x 9.0mm STEAM/WATER CURE	105.80
C8	LF	24" x 10.5mm STEAM/WATER CURE	128.80
C9	LF	27" x 10.5mm STEAM /WATER CURE	147.20
C10	LF	30" x 12.0mm STEAM /WATER CURE	174.80
C11	LF	33" x 12.0mm STEAM /WATER CURE	207.00
C12	LF	36" x 12.0mm STEAM /WATER CURE	230.00
C13	LF	42" x 13.5mm STEAM/WATER CURE	257.60
C14	LF	48" x 15.0mm STEAM /WATER CURE	432.40
C15	LF	54" x 18.0mm STEAM/WATER CURE	552.00
C16	LF	60" x 22.5mm STEAM /WATER CURE	650.00
C17	LF	6" & 8" Additional 1.5mm	0.92
C18	LF	10" & 12" Additional 1.5mm	4.60
C19	LF	15" & 18" Additional 1.5mm	13.80
C20	LF	21" & 24" Additional 1.5mm	23.00
C21	LF	27" Additional 1.5mm	27.60
C22	LF	30" Additional 1.5mm	32.20
C23	EA	33" Additional 1.5mm	36.80
C24	EA	36" Additional 1.5mm	41.40

C25	EA	42" Additional 1.5mm	46.00
C26	EA	48" Additional 1.5mm	55.20
C27	EA	54" Additional 1.5mm	64.40
C28	EA	60" Additional 1.5mm	75.00
C29	EA	Internal reconnects on Cured-in-place pipe	276.00
C30	LF	6" & 8" Additional .7mm	4.00
C31	LF	10" & 12" Additional .7mm	7.00
C32	LF	15" Additional .7mm	9.00
C33	LF	18" Additional .7mm	10.00
C34	LF	21" Additional .7mm	12.00
C35	LF	24" Additional .7mm	14.00
C36	LF	27" Additional .7mm	15.00
C37	LF	30" Additional .7mm	17.00
C38	LF	33" Additional .7mm	18.00
C39	LF	36" Additional .7mm	20.00
C40	LF	42" Additional .7mm	29.00
C41	LF	48" Additional .7mm	42.00
C42	LF	6"-12" CIPP Set-up Charge	7.00
C43	LF	15"-18" CIPP Set-up Charge	12.00
C44	LF	21"-24" CIPP Set-up Charge	18.00
C45	LF	27"-36" CIPP Set-up Charge	24.00
C46	LF	42"-48" CIPP Set-up Charge	24.00
C47	LF	6" - 12" CIPP Additional Charge Per Install Length (>200')	36.00
C48	LF	15" - 18" CIPP Additional Charge Per Install Length (>200')	42.00
C49	LF	21" - 24" CIPP Additional Charge Per Install Length (>200')	42.00
C50	LF	27" - 36" CIPP Additional Charge Per Install Length (>200')	48.00
C51	LF	42" - 48" CIPP Additional Charge Per Install Length (>200')	54.00
C52	LF	6" to 12" Backyard Easement Additional Set-up Per Install Length	5.00
C53	LF	15" to 24" Backyard Easement Additional Set-up Per Install Length	10.00
C54	LF	27" to 48" Backyard Easement Additional Set-up Per Install Length	15.00
C55	EA	4" Wye Top Hat PipePatch Lateral Kit INSTALLED	3000.00
C56	EA	5" Wye Top Hat PipePatch Lateral Kit INSTALLED	3000.00
C57	EA	6" Wye Top Hat PipePatch Lateral Kit INSTALLED	3000.00
C58	EA	4" Tee Top Hat PipePatch Lateral Kit INSTALLED	3000.00
C59	EA	5" Tee Top Hat PipePatch Lateral Kit INSTALLED	3000.00
C60	EA	6" Tee Top Hat PipePatch Lateral Kit INSTALLED	3000.00
C61	LF	4"-6" Installation and cure of lateral liner from surface clean out to main	5980.00
C62	EA	4"-6" Set-up for installations of <20 each total	4600.00
C63	EA	4"-6" Set-up for installations of 20-50 each total	3220.00
C64	EA	4"-6" Set-up for installations of 51-150 each total	1840.00
C65	EA	6" - 12" CIPP Setup Charge (< 300 LF)	1000.00
C66	EA	15" - 21" CIPP Setup Charge (< 300 LF)	1500.00
C67	EA	24" - 36" CIPP Setup Charge (< 300 LF)	2000.00
C68	EA	36" or Larger CIPP Setup Charge (< 300 LF)	4000.00
C69	EA	Backyard Easement Setup (6" - 10")	2500.00
C70	EA	Backyard Easement Setup (12" - 18")	3500.00
C71	SY	Timber Matting for Large Diameter Setup	75.00
D. Pipe Bursting Rehabilitation for Sewer Lines			
D1	LF	Burst existing 6" to 6" IPS SDR 19 (0'- 8' deep)	55.00
D2	LF	Burst existing 6" to 6" IPS SDR 19 (8'- 12' deep)	61.00
D3	LF	Burst existing 6" to 6" IPS SDR 19 (12'- 16' deep)	66.00
D4	LF	Burst existing 6" or 8" to 8" IPS SDR 19 (0'- 8' deep)	63.00
D5	LF	Burst existing 6" or 8" to 8" IPS SDR 19 (8'- 12' deep)	66.00
D6	LF	Burst existing 6" or 8" to 8" IPS SDR 19 (12'- 16' deep)	70.00
D7	LF	Burst existing 8" or 10" to 10" IPS SDR 19 (0'- 8' deep)	72.00
D8	LF	Burst existing 8" or 10" to 10" IPS SDR 19 (8'- 12' deep)	78.00
D9	LF	Burst existing 8" or 10" to 10" IPS SDR 19 (12'- 16' deep)	83.00
D10	LF	Burst existing 10" or 12" to 12" IPS SDR 19 (0'- 8' deep)	81.00
D11	LF	Burst existing 10" or 12" to 12" IPS SDR 19 (8'- 12' deep)	85.00
D12	LF	Burst existing 10" or 12" to 12" IPS SDR 19 (12'- 16' deep)	90.00
D13	LF	Burst existing 12" or 15" to 16" IPS SDR 19 (0'- 8' deep)	130.00
D14	LF	Burst existing 12" or 15" to 16" IPS SDR 19 (8'- 12' deep)	142.00
D15	LF	Burst existing 12" or 15" to 16" IPS SDR 19 (12'- 16' deep)	165.00
D16	LF	Burst existing 15" or 18" to 18" IPS SDR 19 (0'- 8' deep)	160.00
D17	LF	Burst existing 15" or 18" to 18" IPS SDR 19 (8'- 12' deep)	188.00
D18	LF	Burst existing 15" or 18" to 18" IPS SDR 19 (12'- 16' deep)	200.00
D19	LF	Burst existing 18" or 21" to 22" IPS SDR 19 (0'- 8' deep)	190.00
D20	LF	Burst existing 18" or 21" to 22" IPS SDR 19 (8'- 12' deep)	224.00
D21	LF	Burst existing 18" or 21" to 22" IPS SDR 19 (12'- 16' deep)	255.00
D22	LF	Burst existing 21" or 24" to 24" IPS SDR 19 (0'- 8' deep)	240.00
D23	LF	Burst existing 21" or 24" to 24" IPS SDR 19 (8'- 12' deep)	270.00
D24	LF	Burst existing 21" or 24" to 24" IPS SDR 19 (12'- 16' deep)	300.00
D25	LF	Burst existing 24" or 27" to 28" IPS SDR 19 (0'- 8' deep)	285.00
D26	LF	Burst existing 24" or 27" to 28" IPS SDR 19 (8'- 12' deep)	300.00
D27	LF	Burst existing 24" or 27" to 28" IPS SDR 19 (12'- 16' deep)	334.00
D28	LF	Burst existing 27" or 30" to 30" IPS SDR 19 (0'- 8' deep)	305.00
D29	LF	Burst existing 27" or 30" to 30" IPS SDR 19 (8'- 12' deep)	340.00
D30	LF	Burst existing 27" or 30" to 30" IPS SDR 19 (12'- 16' deep)	375.00
D31	EA	8" - 12" Pipeburst Setup Charge (< 300 LF)	3500.00

D32	EA	16" - 22" Pipeburst Setup Charge (< 300 LF)	4000.00
D33	EA	24" or Larger Pipeburst Setup Charge (< 300 LF)	6500.00
E. Pipe Bursting Rehabilitation for Water Lines			
E1	LF	Install 2" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	65.00
E2	LF	Install 4" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	80.00
E3	LF	Install 6" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	95.00
E4	LF	Install 8" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	115.00
E5	LF	Install 10" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	135.00
E6	LF	Install 12" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	165.00
E7	EA	6" Flow Stop	6500.00
E8	EA	8" Flow Stop	7200.00
E9	EA	10" Flow Stop	8800.00
E10	EA	12" Flow Stop	10500.00
E11	EA	3/4" Service Tap, Install on 4"-8" Waterline	1000.00
E12	EA	1" Service Tap, Install on 4"-8" Waterline	1200.00
E13	EA	1.5" Service Tap, Install on 4"-8" Waterline	1450.00
E14	EA	2" Service Tap, Install on 4"-8" Waterline	2000.00
E15	EA	3/4" Service Tap, Install on 10"-12" Waterline	1000.00
E16	EA	1" Service Tap, Install on 10"-12" Waterline	1200.00
E17	EA	1.5" Service Tap, Install on 10"-12" Waterline	1450.00
E18	EA	2" Service Tap, Install on 10"-12" Waterline	2000.00
E19	EA	Install 4"-8" tee, to any size	3600.00
E20	EA	Install 10"-12" tee, to any size	4800.00
E21	EA	Install 4"-8" mechanical joint wet connection, to any size	2750.00
E22	EA	Install 10"-12" wet connection, to any size	6000.00
E23	LF	Auger and encase 4"-8", all depths, complete in place (to include pipe in casing)	305.00
E24	LF	Auger and encase 10"-12", all depths, complete in place (to include pipe in casing)	595.00
E25	CY	Annual and void space grouting	200.00
E26	EA	Install 1" Corporation Stop with Valve Box	400.00
E27	EA	Install 2" Corporation Stop with Valve Box	700.00
E28	EA	Install 4" gate valve & box	600.00
E29	EA	Install 6" gate valve & box	800.00
E30	EA	Install 8" gate valve & box	1200.00
E31	EA	Install 12" gate valve & box	2200.00
E32	EA	Install 8"x2" service saddle	900.00
E33	EA	Install 12"x1" service saddle	1200.00
E34	EA	Install 12"x2" service saddle	1300.00
E35	EA	Connect new 1" water line w/existing 1" water line	400.00
E36	EA	Connect new 2" water line w/existing 2" water line	500.00
E37	EA	Connect new 4" water line w/existing 4" water line	600.00
E38	EA	Connect new 6" water line w/existing 6" water line	700.00
E39	EA	Connect new 8" water line w/existing 8" water line	800.00
E40	EA	Connect new 12" water line w/existing 12" water line	1000.00
E41	EA	Install 3/4 inch service connections	525.00
E42	EA	Remove and dispose of existing fire hydrant	500.00
E43	EA	Salvage existing fire hydrant and re-install in new location	3200.00
E44	TON	Repair pavement with cold mix asphalt	150.00
E45	EA	Furnish and install 8" x 6" ductile iron fire hydrant tee	535.00
E46	EA	Furnish and install 6" ductile iron pipe fire hydrant lead piping	625.00
E47	EA	Furnish and install 8" x 6" fire hydrant or approved equal, including lead & FH valve	4500.00
F. Slip-lining With HDPE or FRP Rehabilitation			
F1	LF	6" HDPE IPS SDR 21 (0'- 8' deep)	46.00
F2	LF	6" HDPE IPS SDR 21 (8'- 12' deep)	50.60
F3	LF	6" HDPE IPS SDR 21 (12'- 16' deep)	55.20
F4	LF	8" HDPE IPS SDR 21 (0'- 8' deep)	46.00
F5	LF	8" HDPE IPS SDR 21 (8'- 12' deep)	50.60
F6	LF	8" HDPE IPS SDR 21 (12'- 16' deep)	55.20
F7	LF	10" HDPE IPS SDR 21 (0'- 8' deep)	50.60
F8	LF	10" HDPE IPS SDR 21 (8'- 12' deep)	55.20
F9	LF	10" HDPE IPS SDR 21 (12'- 16' deep)	59.80
F10	LF	12" HDPE IPS SDR 21 (0'- 8' deep)	59.80
F11	LF	12" HDPE IPS SDR 21 (8'- 12' deep)	64.40
F12	LF	12" HDPE IPS SDR 21 (12'- 16' deep)	69.00
F13	LF	16" HDPE IPS SDR 21 (0'- 8' deep)	69.00
F14	LF	16" HDPE IPS SDR 21 (8'- 12' deep)	78.20
F15	LF	16" HDPE IPS SDR 21 (12'- 16' deep)	92.00
F16	LF	18" HDPE IPS SDR 21 (0'- 8' deep)	82.80
F17	LF	18" HDPE IPS SDR 21 (8'- 12' deep)	92.00
F18	LF	18" HDPE IPS SDR 21 (12'- 16' deep)	110.40
F19	LF	20" HDPE IPS SDR 21 (0'- 8' deep)	110.40
F20	LF	20" HDPE IPS SDR 21 (8'- 12' deep)	119.60
F21	LF	20" HDPE IPS SDR 21 (12'- 16' deep)	133.40
F22	LF	24" HDPE IPS SDR 21 (0'- 8' deep)	128.80
F23	LF	24" HDPE IPS SDR 21 (8'- 12' deep)	138.00
F24	LF	24" HDPE IPS SDR 21 (12'- 16' deep)	151.80
F25	LF	27" Installation of FRP or SRPCP segments (20 lf std. Segments)	253.00
F26	LF	30" Installation of FRP or SRPCP segments (20 lf std. Segments)	276.00
F27	LF	36" Installation of FRP or SRPCP segments (20 lf std. Segments)	322.00

F28	LF	42" Installation of FRP or SRPCP segments (20 lf std. Segments)	368.00
F29	LF	48" Installation of FRP or SRPCP segments (20 lf std. Segments)	506.00
F30	LF	54" Installation of FRP or SRPCP segments (20 lf std. Segments)	552.00
F31	LF	60" Installation of FRP or SRPCP segments (20 lf std. Segments)	736.00
F32	LF	72" Installation of FRP or SRPCP segments (20 lf std. Segments)	920.00
F33	LF	27" Installation of FRP or SRPCP segments <10lf joints	303.60
F34	LF	30" Installation of FRP or SRPCP segments <10lf joints	331.20
F35	LF	36" Installation of FRP or SRPCP segments <10lf joints	386.40
F36	LF	42" Installation of FRP or SRPCP segments <10lf joints	441.60
F37	LF	48" Installation of FRP or SRPCP segments <10lf joints	607.20
F38	LF	54" Installation of FRP or SRPCP segments <10lf joints	662.40
F39	LF	60" Installation of FRP or SRPCP segments <10lf joints	883.20
F40	LF	72" Installation of FRP or SRPCP segments <10lf joints	1104.00
F41	LS	27" Set-up for contiguous installations < 150 lf	920.00
F42	LS	30" Set-up for contiguous installations < 150 lf	1840.00
F43	LS	36" Set-up for contiguous installations < 150 lf	1840.00
F44	LS	42" Set-up for contiguous installations < 150 lf	1840.00
F45	LS	48" Set-up for contiguous installations < 150 lf	1840.00
F46	LS	54" Set-up for contiguous installations < 150 lf	1840.00
F47	LS	60" Set-up for contiguous installations < 150 lf	1840.00
F48	LS	72" Set-up for contiguous installations < 150 lf	1840.00
F49	CUFT	All Sizes Annular space grouting cement slurry base	60.00
F50	LS	All Sizes Set-up for annular space grouting <100 cubic feet	5000.00
F51	LB	High Density Urethane for grouting, slab lifting, void filling, pipe sealing etc.(500lb.min)	92.00
G. Manhole and Structure Rehabilitation			
G1	G1	Structure (Manhole) Rehabilitation and Corrosion Protection and Additional Associated Items.	
G2	VF	Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch Portland-based cementitious liner	150.00
G3	VF	Manhole Rehabilitation (Standard 5-ft Diameter) - 1-inch Portland-based cementitious liner	160.00
G4	VF	Manhole Rehabilitation (Standard 6-ft Diameter) - 1-inch Portland-based cementitious liner	170.00
G5	VF	Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch Calcium Aluminate-based cementitious liner	200.00
G6	VF	Manhole Rehabilitation (Standard 5-ft Diameter) - 1-inch Calcium Aluminate-based cementitious liner	230.00
G7	VF	Manhole Rehabilitation (Standard 6-ft Diameter) - 1-inch Calcium Aluminate-based cementitious liner	260.00
G8	VF	Manhole Rehabilitation (Standard 4-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	300.00
G9	VF	Manhole Rehabilitation (Standard 5-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	350.00
G10	VF	Manhole Rehabilitation (Standard 6-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	400.00
G11	VF	Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch Geopolymer liner	400.00
G12	VF	Manhole Rehabilitation (Standard 5-ft Diameter) - 1-inch Geopolymer liner	450.00
G13	VF	Manhole Rehabilitation (Standard 6-ft Diameter) - 1-inch Geopolymer liner	500.00
G14	VF	Manhole Rehabilitation (Standard 4-ft Diameter) - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	600.00
G15	VF	Manhole Rehabilitation (Standard 5-ft Diameter) - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	650.00
G16	VF	Manhole Rehabilitation (Standard 6-ft Diameter) - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	700.00
G17	EA	Rebuild Bench and Invert	1000.00
G18	SQFT	Lift / Pump Station Rehabilitation - 125 mil Epoxy / Polyurea / or approved equal	80.00
G19	SQFT	Lift / Pump Station Rehabilitation - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	175.00
G20	SQFT	Lift / Pump Station Rehabilitation - Composite System - each additional 1/2 inch Cementitious liner	25.00
G21	SQFT	Lift / Pump Station Rehabilitation - 1-inch Geopolymer liner	145.00
G22	SQFT	Lift / Pump Station Rehabilitation - Geopolymer liner each additional 1/2 inch	40.00
G23	SQFT	WWTP Structure Rehabilitation - 125 mil Epoxy / Polyurea / or approved equal	80.00
G24	SQFT	WWTP Structure Rehabilitation - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	175.00
G25	SQFT	WWTP Structure Rehabilitation - Composite System - each additional 1/2 inch Cementitious liner	25.00
G26	SQFT	WWTP Structure Rehabilitation - 1-inch Geopolymer liner	145.00
G27	SQFT	WWTP Structure Rehabilitation - Geopolymer liner each additional 1/2 inch	40.00
G28	EA	Vacuum Test Manhole (12" mainline or smaller)	400.00
G29	EA	Holiday Test Manhole (Epoxy Only)	400.00
G30	SQFT	Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - 1-inch cementitious	35.00
G31	VF	Manhole Rehabilitation - Epoxy/Polyurea/or approved equal - (Standard 4-ft Diameter)	400.00
G32	SQFT	Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - Epoxy/Polyurea/or approved equal	80.00
G33	VF	Manhole Rehabilitation - w/1 inch Geopolymer	400.00
G34	SQFT	Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - 1-inch Geopolymer	145.00
G35	EA	Installation of FRP rehabilitation structures up to 6' depth (Standard 4-ft Diameter)	1800.00
G36	VF	Additional depth for FRP rehabilitation structures (Standard 4-ft Diameter)	400.00
G37	SQFT	All Sizes Installation of poured in place structure without forms remaining depth <10 vf	90.00
G38	SQFT	All Sizes Installation of poured in place structure with forms remaining depth <10 vf	90.00
G39	SQFT	All Sizes Installation of poured in place structure without forms remaining depth +10 vf <20 vf	90.00
G40	SQFT	All Sizes Installation of poured in place structure with forms remaining depth +10 vf <20 vf	90.00
G41	SQFT	All Sizes Installation of poured in place structure without forms remaining depth +20 vf <40 vf	90.00
G42	SQFT	All Sizes Installation of poured in place structure with forms remaining depth +20 vf <40 vf	90.00
G43	LS	All Sizes Set-up for install of poured in place MH structure <100 sq ft	1380.00

G44	EA	All Sizes Installation of Manhole Chimney Seal	552.00
G45	EA	New manhole frame and cover-24"	850.00
G46	EA	New manhole frame and cover-32"	1500.00
G47	EA	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.)-24"	1600.00
G48	EA	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.)-32"	1920.00
G49	EA	Adjust manhole frame and cover up to 1 Ft	950.00
G50	VF	Adjust manhole frame and cover over 1 Ft	500.00
G51	EACH	Invert Installation, 4' Dia.	1400.00
G52	EACH	Invert Installation, 5' Dia.	1500.00
G53	EACH	Invert Installation, 6' Dia.	1700.00
G54	SF	Invert Installation, Other Configurations	2500.00
H. Excavation and Associated Items.			
H1	EA	6" - 8" Point repair (0'- 8' deep)	4830.00
H2	EA	6" - 8" Point repair (8'- 12' deep)	5520.00
H3	EA	6" - 8" Point repair (12'-16' deep)	10350.00
H4	EA	10" - 12" Point repair (0'- 8' deep)	5060.00
H5	EA	10" - 12" Point repair (8'- 12' deep)	5750.00
H6	EA	10" - 12" Point repair (12'-16' deep)	11500.00
H7	EA	15" - 18" Point repair (0'-8' deep)	6900.00
H8	EA	15" - 18" Point repair (8'-12' deep)	8050.00
H9	EA	15" - 18" Point repair (12'-16' deep)	13800.00
H10	EA	21" - 24" Point repair (0'-8' deep)	13800.00
H11	EA	21" - 24" Point repair (8'-12' deep)	16100.00
H12	EA	21" - 24" Point repair (12'-16' deep)	20700.00
H13	LF	6" - 8" Point repair extra length over 10 linear feet	89.70
H14	LF	10" - 12" Point repair extra length over 10 linear feet	89.70
H15	LF	15" - 18" Point repair extra length over 10 linear feet	138.00
H16	LF	21" - 24" Point repair extra length over 10 linear feet	207.00
H17	EA	Obstruction Removal (0'- 12' deep)	3450.00
H18	EA	Obstruction Removal (12'- 15' deep)	5750.00
H19	EA	External reconnect (0'- 8' deep) up to 5 linear feet	1265.00
H20	EA	External reconnect (8'- 12' deep) up to 5 linear feet	1725.00
H21	EA	External reconnect (12'- 16' deep) up to 5 linear feet	4025.00
H22	EA	External reconnect (16-20' deep) up to 5 linear feet	9775.00
H23	EA	External reconnect (over 20' deep) up to 5 linear feet	14375.00
H24	LF	Extra length service connection over 5 linear feet	127.00
H25	EA	Remove and replace or install cleanout	1840.00
H26	LF	New pipe installation by open cut 6" - 8" (0'- 8' deep)	75.00
H27	LF	New pipe installation by open cut 6" - 8" (8'- 12' deep)	80.00
H28	LF	New pipe installation by open cut 6" - 8" (12'-16' deep)	105.00
H29	LF	New pipe installation by open cut 10" - 12" (0'- 8' deep)	79.00
H30	LF	New pipe installation by open cut 10" - 12" (8'- 12' deep)	86.00
H31	LF	New pipe installation by open cut 10" - 12" (12'-16' deep)	115.00
H32	LF	New pipe installation by open cut 15" - 18" (0'-8' deep)	125.00
H33	LF	New pipe installation by open cut 15" - 18" (8'-12' deep)	145.00
H34	LF	New pipe installation by open cut 15" - 18" (12'-16' deep)	165.00
H35	LF	New pipe installation by open cut 21" - 24" (0'-8' deep)	145.00
H36	LF	New pipe installation by open cut 21" - 24" (8'-12' deep)	165.00
H37	LF	New pipe installation by open cut 21" - 24" (12'-16' deep)	185.00
H38	EA	Mobilization for open cut WO under 200' of pipe	2500.00
H39	EA	Connection to existing manhole for open cut intallation	2000.00
H40	EA	Pipe Seal Fix (8" Diameter)-Stainless Steel with EDPM	3500.00
H41	EA	Pipe Seal Fix (10" Diameter)-Stainless Steel with EDPM	3640.00
H42	EA	Pipe Seal Fix (12" Diameter)-Stainless Steel with EDPM	3780.00
H43	EA	Pipe Seal Fix (15" Diameter)-Stainless Steel with EDPM	4060.00
H44	EA	Pipe Seal Fix (18" Diameter)-Stainless Steel with EDPM	4340.00
H45	EA	Pipe Seal Fix (21" Diameter)-Stainless Steel with EDPM	4760.00
H46	EA	Pipe Seal Fix (24" Diameter)-Stainless Steel with EDPM	5320.00
H47	EA	Access Pit (0'-8' deep)	2875.00
H48	EA	Access Pit (8'-12' deep)	4025.00
H49	EA	Access Pit (12'-16' deep)	7475.00
H50	EA	Access Pit (16'-20' deep)	9775.00
H51	EA	Access Pit (over 20' deep)	15000.00
H52	EA	Potholing for Nearby Utility Location or Obstruction Removal (0'-8' deep)	2300.00
H53	EA	Potholing for Nearby Utility Location or Obstruction Removal (8'-12' deep)	2875.00
H54	EA	Potholing for Nearby Utility Location or Obstruction Removal (12'-16' deep)	4025.00
H55	EA	Potholing for Nearby Utility Location or Obstruction Removal (16'-20' deep)	7475.00
H56	LF	Trench safety (0-8' deep)	5.75
H57	LF	Trench safety (8-12' deep)	9.00
H58	LF	Trench safety (12-16' deep)	20.00
H59	LF	Trench safety (16-20' deep)	35.00
H60	LF	Trench safety over 20' deep)	100.00
H61	EA	Install New 4' DIA precast manhole 0' - 6' deep	5980.00
H62	VF	Extra depth 4' DIA precast manhole over 6' deep	633.00
H63	EA	Install New 5' DIA precast manhole 0' - 6' deep	7820.00
H64	VF	Extra depth 5' DIA precast manhole over 6' deep	863.00
H65	EA	Install New 6' DIA precast manhole 0' - 6' deep	11270.00
H66	VF	Extra depth 6' DIA precast manhole over 6' deep	1214.00
H67	EA	Install New 4' DIA fiberglass manhole 0' - 6' deep	6325.00

H68	VF	Extra depth 4' DIA fiberglass manhole over 6' deep	633.00
H69	EA	Install New 5' DIA fiberglass manhole 0' - 6' deep	8050.00
H70	VF	Extra depth 5' DIA fiberglass manhole over 6' deep	914.00
H71	EA	Install New 6' DIA fiberglass manhole 0' - 6' deep	13800.00
H72	VF	Extra depth 6' DIA fiberglass manhole over 6' deep	1214.00
H73	EA	Sanitary Sewer Structure, Type B Structure, Up to 6' deep	14375.00
H74	VF	Extra Depth Type B Structure, greater than 6' depth	863.00
H75	EA	Sanitary Sewer Structure, Type C Structure, Up to 6' deep	14375.00
H76	VF	Extra Depth Type C Structure, greater than 6' depth	863.00
H77	TON	Cement stabilized sand	44.00
H78	TON	Granular backfill/Crushed Rock	41.00
H79	CY	Flowable Fill	167.00
H80	EA	Dewatering setup (well pointing) maximum 25' deep, includes 20 linear feet setup	8625.00
H81	LF	Extra length dewatering over 20 linear feet	100.00
H82	DAY	Operation Maintain Well Points by the Day	978.00
H83	CY	Extra hand excavation	144.00
I. Horizontal Directional Drilling (HDD)			
I1	IN/DIA/LF	2"-4" Installation of pipe clay ground conditions (pipe cost excluded)	38.79
I2	IN/DIA/LF	2"-4" Installation of pipe loose sand ground conditions (pipe cost excluded)	38.79
I3	IN/DIA/LF	2"-4" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	45.00
I4	IN/DIA/LF	2"-4" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	46.88
I5	IN/DIA/LF	2"-4" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	5.63
I6	IN/DIA/LF	6"-8" Installation of pipe clay ground conditions (pipe cost excluded)	43.28
I7	IN/DIA/LF	6"-8" Installation of pipe loose sand ground conditions (pipe cost excluded)	43.28
I8	IN/DIA/LF	6"-8" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	48.91
I9	IN/DIA/LF	6"-8" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	59.21
I10	IN/DIA/LF	6"-8" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	8.13
I11	IN/DIA/LF	10"-12" Installation of pipe clay ground conditions (pipe cost excluded)	46.88
I12	IN/DIA/LF	10"-12" Installation of pipe loose sand ground conditions (pipe cost excluded)	46.88
I13	IN/DIA/LF	10"-12" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	50.68
I14	IN/DIA/LF	10"-12" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	70.31
I15	IN/DIA/LF	10"-12" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	13.75
I16	IN/DIA/LF	15"-18" Installation of pipe clay ground conditions (pipe cost excluded	160.71
I17	IN/DIA/LF	15"-18" Installation of pipe loose sand ground conditions (pipe cost excluded)	160.71
I18	IN/DIA/LF	15"-18" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded	208.34
I19	IN/DIA/LF	15"-18" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	225.00
I20	IN/DIA/LF	15"-18" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	26.04
I21	IN/DIA/LF	21"-24" Installation of pipe clay ground conditions (pipe cost excluded)	187.50
I22	IN/DIA/LF	21"-24" Installation of pipe loose sand ground conditions (pipe cost excluded	187.50
I23	IN/DIA/LF	21"-24" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	255.69
I24	IN/DIA/LF	21"-24" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	312.50
I25	IN/DIA/LF	21"-24" Installation of pipe ground conditions per 1000 psi increase over 8000 ps	31.96
I26	EA	Access Pit for Directional Drill (0'-8' deep)	1106.25
I27	EA	Access Pit for Directional Drill (8'-12' deep)	1666.25
I28	EA	Access Pit for Directional Drill (12'-16' deep)	2962.50
I29	EA	Access Pit for Directional Drill (16'-20' deep)	5556.25
I30	LS	2"-4" Set-up for contiguous lengths <150 lf	3625.00
I31	LS	6"-8" Set-up for contiguous lengths <150 lf	3625.00
I32	LS	10"-12" Set-up for contiguous lengths <150 lf	3625.00
I33	LS	15"-18" Set-up for contiguous lengths <150 lf	3625.00
I34	LS	21"-24" Set-up for contiguous lengths <150 lf	3625.00
I35	LS	27"-36" Set-up for contiguous lengths <150 lf	3625.00
J. Bypass Pumping for Gravity Pipe and Associated Items.			
J1	EA	Set up 4" pump and piping including up to 1000 feet of bypass discharge line	2559.00
J2	EA	Set up 6" pump and piping including up to 1000 feet of bypass discharge line	4800.00
J3	EA	Set up 8" pump and piping including up to 1000 feet of bypass discharge line	11000.00
J4	EA	Set up 12" pump and piping including up to 1000 feet of bypass discharge line	17400.00
J5	EA	Set up 18" pump and piping including up to 1000 feet of bypass discharge line	27000.00
J6	LF	Additional Length 8" Bypass Discharge Line over 1000 feet	36.00
J7	LF	Additional Length 10" Bypass Discharge Line over 1000 feet	48.00
J8	LF	Additional Length 12" Bypass Discharge Line over 1000 feet	88.00
J9	LF	Additional Length 18" Bypass Discharge Line over 1000 feet	132.00
J10	DAY	Operate 4" pumping System per pump	500.00
J11	DAY	Operate 6" pumping System per pump	2880.00
J12	DAY	Operate 8" pumping System per pump	5640.00
J13	DAY	Operate 12" pumping System per pump	8840.00
J14	DAY	Operate 18" pumping System per pump	17760.00
J15	DAY	Bypass - Driveway Ramp (Setup, Operate, Maintain)	3000.00
J16	DAY	Bypass - Street Ramp (Setup, Operate, Maintain)	3000.00
J17	LF	Bypass - Street Trenching excluding restoration for 8" Pipe (Setup, Operate, Maintain)	92.00
J18	LF	Bypass - Street Trenching excluding restoration for 12" Pipe (Setup, Operate, Maintain)	92.00
J19	LF	Bypass - Street Trenching excluding restoration for 18" Pipe (Setup, Operate, Maintain)	92.00
J20	DAY	PIPE FUSION MACHINE 6"-18"	625.00
J21	DAY	PIPE FUSION MACHINE 4" - 12"	550.00
J22	DAY	PUMP 3" SELF PRIME - DIESEL	87.50
J23	DAY	PUMP 3" VENTURI PRIME - DIESEL	106.00
J24	DAY	PUMP 4" VAC ASSIST - DIESEL	148.00
J25	DAY	PUMP 4" DBA-SILENCER VAC ASSIST - DIESEL	153.00

J26	DAY	PUMP 6" VAC ASSIST - DIESEL	163.00
J27	DAY	PUMP 6" DBA-SILENCER VAC ASSIST - DIESEL	191.00
J28	DAY	PUMP 8" VENTURI PRIME - DIESEL	258.00
J29	DAY	PUMP 8" SUPER VENTURI PRIME - DIESEL	258.00
J30	DAY	PUMP 8" SUPER VAC ASSIST - DIESEL	258.00
J31	DAY	PUMP 8" SUPER VAC ASSIST - DIESEL	450.00
J32	DAY	PUMP 12" VENTURI PRIME - DIESEL	430.00
J33	DAY	PUMP 12" VAC ASSIST - DIESEL	430.00
J34	DAY	PUMP 12" DBA-SILENCER VAC ASSIST - DSL	600.00
J35	DAY	PUMP 12" SUPERVAC ASSIST - DIESEL	430.00
J36	DAY	PUMP 12"DBA-SILNCER SUPER VAC ASSIST-DSL	600.00
J37	DAY	PUMP 14" VAC ASSIST - DIESEL	758.00
J38	DAY	PUMP 18" VAC ASSIST - DIESEL	1225.00
J39	DAY	PUMP 18" DBA-SILENCER VAC ASSIST - DSL	875.00
J40	DAY	PUMP 10X8 VAC ASSIST - DIESEL	438.00
J41	DAY	PUMP 10X8 DBA-SILENCER VAC ASSIST-DIESEL	625.00
J42	DAY	PUMP 1" TO 1.5" AOD - POLY	67.00
J43	DAY	PUMP 2" AOD - ALUMINUM	47.00
J44	DAY	PUMP 2" AOD - STAINLESS	95.00
J45	DAY	PUMP 2" AOD - POLY	116.00
J46	DAY	PUMP 3" AOD - ALUMINUM	53.00
J47	DAY	PUMP 3" AOD - STAINLESS	116.00
J48	DAY	PUMP 2" TRASH	75.00
J49	DAY	PUMP 3" TRASH	106.00
J50	DAY	PUMP 4" TRASH	147.00
J51	DAY	PUMP 4" HYDRAULIC HEAD - VORTEX	125.00
J52	DAY	4" HYDRAULIC PUMP HEAD - CAST IRON	125.00
J53	DAY	4" HYDRAULIC PUMP HEAD - SLUDGE	125.00
J54	DAY	6" HYDRAULIC PUMP HEAD - CAST IRON	150.00
J55	DAY	6" HYDRAULIC PUMP HEAD - STAINLESS	150.00
J56	DAY	6" HYDRAULIC PUMP HEAD - SLUDGE	150.00
J57	DAY	8" HYDRAULIC PUMP HEAD - CAST IRON	188.00
J58	DAY	12" HYDRAULIC PUMP HEAD - CAST IRON	250.00
J59	DAY	25HP HYDRAULIC POWER UNIT	188.00
J60	DAY	65HP HYDRAULIC POWER UNIT	250.00
J61	DAY	150HP HYDRAULIC POWER UNIT	584.00
J62	DAY	PUMP 6" PISTON DBA-WELLPOINT - DIESEL	250.00
J63	DAY	PUMP 8" PISTON DBA-WELLPOINT - DIESEL	375.00
J64	DAY	GATE VALVE 6" AND UNDER STAINLESS STEEL	20.00
J65	DAY	GATE VALVE 8"	19.00
J66	DAY	GATE VALVE 8" STAINLESS STEEL	38.00
J67	DAY	GATE VALVE 12"	7.00
J68	DAY	GATE VALVE 12" STAINLESS STEEL	28.00
J69	DAY	GATE VALVE 14"	20.00
J70	DAY	18" KNIFE GATE VALVE	185.00
J71	DAY	GATE VALVE 12"	7.00
J72	DAY	4" CHECK VALVE	16.00
J73	DAY	12" CHECK VALVE	47.00
J74	DAY	STANDALONE PUMP MANIFOLD	188.00
J75	DAY	HOSE 2X20 PVC SUCTION - CAMLOCK	12.00
J76	DAY	HOSE 2X20 RUBBER SUCTION - CAMLOCK	12.00
J77	DAY	HOSE 2X50 RUBBER DISCHARGE - CAMLOCK	12.00
J78	DAY	HOSE 2X50 LAYFLAT DISCHARGE - CAMLOCK	9.00
J79	DAY	HOSE 3X20 PVC SUCTION - CAMLOCK	33.00
J80	DAY	HOSE 3X20 TANK TRUCK - CAMLOCK	33.00
J81	DAY	HOSE 3X20 RUBBER SUCTION - CAMLOCK	33.00
J82	DAY	HOSE 3X50 LAYFLAT DISCHARGE - CAMLOCK	10.00
J83	DAY	HOSE 4X10 RUBBER SUCTION - QC	19.00
J84	DAY	HOSE 4X20 PVC SUCTION - CAMLOCK	14.00
J85	DAY	HOSE 4X20 KANAFLEX SUCTION - CAMLOCK	24.00
J86	DAY	HOSE 4X20 OSD - FLANGED	31.00
J87	DAY	HOSE 4X20 TANK TRUCK - FLANGED	31.00
J88	DAY	HOSE 4X20 TANK TRUCK - CAMLOCK	24.00
J89	DAY	HOSE 4X20 RUBBER SUCTION - CAMLOCK	24.00
J90	DAY	HOSE 4X20 RUBBER SUCTION - QC	24.00
J91	DAY	HOSE 4X50 LAYFLAT DISCHARGE - CAMLOCK	24.00
J92	DAY	HOSE 4X50 LAYFLAT DISCHARGE - QC	24.00
J93	DAY	HOSE 4X50 RUBBER DISCHARGE - CAMLOCK	24.00
J94	DAY	HOSE 6X10 RUBBER SUCTION - CAMLOCK	24.00
J95	DAY	HOSE 6X10 RUBBER SUCTION - QC	24.00
J96	DAY	HOSE 6X20 PVC SUCTION - CAMLOCK	24.00
J97	DAY	HOSE 6X20 KANAFLEX SUCTION - CAMLOCK	44.00
J98	DAY	HOSE 6X20 KANAFLEX SUCTION - QC	44.00
J99	DAY	HOSE 6X20 COMPOSITE OSD - FLANGED	44.00
J100	DAY	HOSE 6X20 OSD - FLANGED	44.00
J101	DAY	HOSE 6X20 TANK TRUCK - CAMLOCK	44.00
J102	DAY	HOSE 6X20 RUBBER SUCTION - CAMLOCK	44.00
J103	DAY	HOSE 6X20 RUBBER SUCTION - QC	44.00
J104	DAY	HOSE 6X50 LAYFLAT DISCHARGE - CAMLOCK	44.00
J105	DAY	HOSE 6X50 LAYFLAT DISCHARGE - QC	44.00

J106	DAY	HOSE 6X50 RUBBER DISCHARGE - CAMLOCK	44.00
J107	DAY	HOSE 8X10 KANAFLEX SUCTION - QC	75.00
J108	DAY	HOSE 8X10 RUBBER SUCTION - QC	50.00
J109	DAY	HOSE 8X20 KANAFLEX SUCTION - CAMLOCK	50.00
J110	DAY	HOSE 8X20 KANAFLEX SUCTION - QC	50.00
J111	DAY	HOSE 8X20 COMPOSITE OSD - FLANGED	50.00
J112	DAY	HOSE 8X20 OSD - FLANGED	50.00
J113	DAY	HOSE 8X20 RUBBER SUCTION - QC	50.00
J114	DAY	HOSE 8X50 LAYFLAT DISCHARGE - CAMLOCK	50.00
J115	DAY	HOSE 8X50 LAYFLAT DISCHARGE - QC	50.00
J116	DAY	HOSE 8X50 RUBBER DISCHARGE - QC	50.00
J117	DAY	HOSE 10X20 OSD - FLANGED	57.00
J118	DAY	HOSE 12X10 STAINLESS - FLANGED	125.00
J119	DAY	HOSE 12X10 OSD - FLANGED	83.00
J120	DAY	HOSE 12X10 RUBBER SUCTION - FLANGED	83.00
J121	DAY	HOSE 12X10 RUBBER SUCTION - QC	83.00
J122	DAY	HOSE 12X20 OSD - FLANGED	75.00
J123	DAY	HOSE 12X20 RUBBER SUCTION - QC	83.00
J124	DAY	HOSE 12X25 OSD - FLANGED	74.00
J125	DAY	HOSE 12X25 OSD DISCHARGE - FLANGED	74.00
J126	DAY	HOSE 12X30 OSD DISCHARGE - FLANGED	148.00
J127	DAY	HOSE 14X10 OSD - FLANGED	148.00
J128	DAY	HOSE 14X20 OSD - FLANGED	144.00
J129	DAY	6 X 6 CONTAINMENT BERM	63.00
J130	DAY	8" 45 DEGREE QC ELBOW FITTING	19.00
J131	DAY	8" 90 DEGREE BAUER FITTING	19.00
J132	DAY	1 X 50 HYD HOSE	113.00
J133	DAY	1-1/4 X 50 HYDRAULIC HOSE	113.00
J134	DAY	FLANGED REDUCERS (ALL SIZES)	13.00
J135	DAY	Y'S	7.00
J136	DAY	T'S	13.00
J137	DAY	STRAINERS (ALL SIZES)	7.00
J138	DAY	BUTTERFLY VALVES	19.00
J139	DAY	90'S	25.00
J140	DAY	45'S	25.00
J141	DAY	4" ISOLATION VALVE	19.00
J142	DAY	GATE VALVE 6" AND UNDER	17.00
J143	DAY	12" HDPE 90	19.00
J144	DAY	SUCTION/DISCHARGE MANIFOLD	125.00
J145	DAY	12 X 12 CONTAINMENT BERM	125.00
J146	DAY	12"-18" PIPE PLUG	51.00
J147	DAY	4 X 10 BAUER PIPE	19.00
J148	DAY	6 X 10 BAUER PIPE	19.00
J149	DAY	6 X 20 BAUER PIPE	25.00
J150	DAY	8 X 10 BAUER PIPE	25.00
J151	DAY	8 X 20 BAUER PIPE	25.00
J152	DAY	10' BRIDGE STYLE ROAD CROSSING	375.00
J153	DAY	12" ROAD CROSSING	73.00
J154	DAY	12" ROAD CROSSING DOUBLE WIDE	125.00
J155	DAY	8" ROAD CROSSING	125.00
J156	DAY	10" ROAD CROSSING DOUBLE WIDE	125.00
J157	DAY	12" ROAD CROSSING	125.00
J158	DAY	12" ROAD CROSSING DOUBLE WIDE	125.00
J159	DAY	18" ROAD CROSSING	188.00
J160	DAY	12 X 10 TYPE A BAUER PIPE	25.00
J161	DAY	JET ROD	89.00
J162	DAY	15" - 30" PIPE PLUG	89.00
J163	DAY	WELLPOINT RISER	5.00
J164	DAY	SWING ARM ASSEMBLY	5.00
J165	DAY	8" WELLPOINT HEADER PVC	25.00
J166	DAY	8" SCHEDULE 40 PVC 90	12.00
J167	DAY	8" SCHEDULE 40 PVC TEE	12.00
J168	DAY	6X20 WELLPOINT HEADER PIPE	19.00
J169	DAY	6" - 20" FUSION MACHINE	625.00
J170	LF	8" HDPE PIPE DR17	5.00
J171	DAY	12X8 HDPE REDUCER	13.00
J172	LF	12" HDPE PIPE SDR 17	5.00
J173	LF	12" HDPE PIPE SDR 26	5.00
J174	DAY	14" HDPE 14 X 12 REDUCER	8.00
J175	DAY	18X12 HDPE REDUCER	8.00
J176	DAY	18" HDPE 90	8.00
J177	DAY	18" HDPE SDR 32.5	3.00
J178	DAY	18" HDPE FLG W/BACKUP RING	8.00
J179	DAY	18" HDPE 45 BEND	8.00
J180	DAY	18" KNIFE VALVE	63.00
J181	DAY	HDPE 45'S	3.00
J182	DAY	HDPE 90'S	3.00
J183	LF	18" HDPE PIPE DR17	5.00
J184	DAY	24" - 48" PIPE PLUG	160.00
J185	DAY	8" PIPE PLUG	20.00

J186	DAY	10" PIPE PLUG	24.00
J187	DAY	12" PIPE PLUG	27.00
J188	DAY	36" - 60" PIPE PLUG	297.00
J189	DAY	12" FLNG TEE FLOAT HDPE	7.00
J190	DAY	18 HDPE FLOATING TEE SUCTION	10.00
J191	DAY	18" X 4" SADDLE	19.00
J192	DAY	4" QC 45 BEND	7.00
J193	DAY	4" QC 90 BEND	7.00
J194	DAY	END CAP 6"	7.00
J195	DAY	6" QC FLG X SOCKET	5.00
J196	DAY	6" QC TEE	3.00
J197	DAY	6" QC 45 BEND	5.00
J198	DAY	16" HDPE PIPE	3.00
J199	DAY	6" QC 90 BEND	5.00
J200	DAY	8" QC FLG X SOCKET	3.00
J201	DAY	8X12 QC ENLARGER	5.00
J202	DAY	8"QC MPT X BALL	5.00
J203	DAY	8 X 6 QC REDUCER	5.00
J204	DAY	8" QC STRAINER	7.00
J205	DAY	8" QC TEE	3.00
J206	DAY	8" QC 45 BEND	3.00
J207	DAY	8" QC FLG X BALL	15.00
J208	DAY	8" QC 90 BEND	3.00
J209	DAY	FLOAT SWITCH	9.00
J210	DAY	8 X 20 QCP PIPE DR26	25.00
J211	DAY	12" QC 90	5.00
J212	DAY	12" QC 45	5.00
J213	DAY	FITTING ELBOW 4" 90 DEGREES	7.00
J214	DAY	FITTING ELBOW 8" 90 DEGREES	19.00
J215	DAY	PUMP HYDROSTATIC TEST 10K PSI AIR	43.00
J216	DAY	PUMP HYDROSTATIC TEST 8K PSI	59.00
J217	DAY	HOSE 8' PUMP HYDROSTATIC TEST	73.00
J218	8HR	PUMP WATCH PER 8 HOUR SHIFT	2000.00
J219	HOUR	HYDROSTATIC TESTING OF PIPING	400.00
J220	HOUR	24 HOUR SYSTEM TEST	400.00
J221	DAY	TEAR DOWN 4" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	2400.00
J222	DAY	TEAR DOWN 6" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	3000.00
J223	DAY	TEAR DOWN 8" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	4300.00
J224	DAY	TEAR DOWN 12" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	4200.00
J225	DAY	TEAR DOWN 18" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	5500.00
J226	DAY	TEAR DOWN ADDITIONAL BYPASS DISCHARGE LINE OVER 1000 FEET (ALL SIZES)	1500.00
K. Pressure Pipe Lining and Reinforced Pressure Pipe Lining Systems			
K1	LF	6" Installation of Pressure Pipe Lining (Potable)	360.00
K2	LF	8" Installation of Pressure Pipe Lining (Potable)	405.00
K3	LF	10" Installation of Pressure Pipe Lining (Potable)	465.00
K4	LF	12" Installation of Pressure Pipe Lining (Potable)	516.00
K5	LF	15" Installation of Pressure Pipe Lining (Potable)	585.00
K6	LF	18" Installation of Pressure Pipe Lining (Potable)	705.00
K7	LF	21" Installation of Pressure Pipe Lining (Potable)	786.00
K8	LF	24" Installation of Pressure Pipe Lining (Potable)	879.00
K9	LF	27" Installation of Pressure Pipe Lining (Potable)	960.00
K10	LF	30" Installation of Pressure Pipe Lining (Potable)	1185.00
K11	LF	33" Installation of Pressure Pipe Lining (Potable)	1380.00
K12	LF	36" Installation of Pressure Pipe Lining (Potable)	1518.00
K13	LF	39" Installation of Pressure Pipe Lining (Potable)	1746.00
K14	LF	42" Installation of Pressure Pipe Lining (Potable)	2070.00
K15	LF	48" Installation of Pressure Pipe Lining (Potable)	2760.00
K16	LF	54" Installation of Pressure Pipe Lining (Potable)	3300.00
K17	LF	6" Reinforced Pressure Pipe Lining (Non-Potable)	270.00
K18	LF	8" Reinforced Pressure Pipe Lining (Non-Potable)	330.00
K19	LF	10" Reinforced Pressure Pipe Lining (Non-Potable)	390.00
K20	LF	12" Reinforced Pressure Pipe Lining (Non-Potable)	450.00
K21	LF	15" Reinforced Pressure Pipe Lining (Non-Potable)	510.00
K22	LF	18" Reinforced Pressure Pipe Lining (Non-Potable)	630.00
K23	LF	21" Reinforced Pressure Pipe Lining (Non-Potable)	696.00
K24	LF	24" Reinforced Pressure Pipe Lining (Non-Potable)	855.00
K25	LF	27" Reinforced Pressure Pipe Lining (Non-Potable)	960.00
K26	LF	30" Reinforced Pressure Pipe Lining (Non-Potable)	1095.00
K27	LF	33" Reinforced Pressure Pipe Lining (Non-Potable)	1290.00
K28	LF	36" Reinforced Pressure Pipe Lining (Non-Potable)	1518.00
K29	LF	39" Reinforced Pressure Pipe Lining (Non-Potable)	1665.00
K30	LF	42" Reinforced Pressure Pipe Lining (Non-Potable)	2010.00
K31	LF	48" Reinforced Pressure Pipe Lining (Non-Potable)	2700.00
K32	LF	54" Reinforced Pressure Pipe Lining (Non-Potable)	3000.00
K33	EA	6" Installation of End Seal	4140.00
K34	EA	8" Installation of End Seal	4140.00
K35	EA	10" Installation of End Seal	4140.00
K36	EA	12" Installation of End Seal	4140.00
K37	EA	15" Installation of End Seal	5520.00

K38	EA	18" Installation of End Seal	6900.00
K39	EA	21" Installation of End Seal	6900.00
K40	EA	24" Installation of End Seal	8280.00
K41	EA	27" Installation of End Seal	8280.00
K42	EA	30" Installation of End Seal	8280.00
K43	EA	33" Installation of End Seal	9660.00
K44	EA	36" Installation of End Seal	9660.00
K45	EA	39" Installation of End Seal	11040.00
K46	EA	42" Installation of End Seal	11040.00
K47	EA	48" Installation of End Seal	13800.00
K48	EA	54" Installation of End Seal	13800.00
K49	EA	6"to 12" System set-up charge (<150 lf)	4140.00
K50	EA	15" to 21" System set-up charge (<150 lf)	4140.00
K51	EA	24" to 33" System set-up charge (<150 lf)	4140.00
K52	EA	36" to 54" System set-up charge (<150 lf)	4140.00
L. Pressure Pipeline Bypass			
L1	LF	Set up bypass of mainlines sizes 2"- 4" AWWA approved bypass	110.40
L2	EA	Connection of each service from 2"- 4" AWWA approved bypass	1269.60
L3	Day	Operation of 2"- 4" AWWA approved bypass	2760.00
L4	LF	Set up bypass of mainlines sizes 6"- 8" AWWA approved bypass	138.00
L5	EA	Connection of each service from 6"- 8" AWWA approved bypass	1407.60
L6	Day	Operation of 6"- 8" AWWA approved bypass	3312.00
L7	LF	Set up bypass of mainlines sizes 10"- 12" AWWA approved bypass	165.60
L8	EA	Connection of each service from 10"- 12" AWWA approved bypass	1725.00
L9	Day	Operation of 10"- 12" AWWA approved bypass	5520.00
L10	LF	Set up bypass of mainlines sizes 13"- 19" AWWA approved bypass	414.00
L11	EA	Connection of each service from 13"- 19" AWWA approved bypass	1794.00
L12	Day	Operation of 13"- 19" AWWA approved bypass	6900.00
L13	EA	Set up bypass of mainlines sizes 20"- 24" AWWA approved bypass	552.00
L14	EA	Connection of each service from 20"- 24" AWWA approved bypass	2760.00
L15	Day	Operation of 20"- 24" AWWA approved bypass	6900.00
L16	LF	Set up bypass of mainlines sizes 25"- 30" AWWA approved bypass	966.00
L17	EA	Connection of each service from 25"- 30" AWWA approved bypass	2760.00
L18	Day	Operation of 25"- 30" AWWA approved bypass	8280.00
L19	LF	Set up bypass of mainlines sizes 31"- 37" AWWA approved bypass	1242.00
L20	EA	Connection of each service from 31"- 37" AWWA approved bypass	2760.00
L21	Day	Operation of 31"- 37" AWWA approved bypass	8280.00
L22	LF	Set up bypass of mainlines sizes 38"- 48" AWWA approved bypass	1656.00
L23	EA	Connection of each service from 38"- 48" AWWA approved bypass	2760.00
L24	Day	Operation of 38"- 48" AWWA approved bypass	8280.00
M. Line Cleaning and Inspection for Pressure Pipelines and Mechanical Cleaning			
M1	LF	6" Cleaning with pressure propelled pigs	27.60
M2	LF	8" Cleaning with pressure propelled pigs	27.60
M3	LF	10" Cleaning with pressure propelled pigs	27.60
M4	LF	12" Cleaning with pressure propelled pigs	27.60
M5	LF	15" Cleaning with pressure propelled pigs	41.40
M6	LF	18" Cleaning with pressure propelled pigs	41.40
M7	LF	21" Cleaning with pressure propelled pigs	41.40
M8	LF	24" Cleaning with pressure propelled pigs	55.20
M9	LF	27" Cleaning with pressure propelled pigs	55.20
M10	LF	30" Cleaning with pressure propelled pigs	55.20
M11	LF	33" Cleaning with pressure propelled pigs	55.20
M12	LF	36" Cleaning with pressure propelled pigs	110.40
M13	LF	42" Cleaning with pressure propelled pigs	110.40
M14	LF	48" Cleaning with pressure propelled pigs	110.40
M15	LF	54" Cleaning with pressure propelled pigs	110.40
M16	LF	6" Cleaning with scrapers or other attached tools	41.40
M17	LF	8" Cleaning with scrapers or other attached tools	41.40
M18	LF	10" Cleaning with scrapers or other attached tools	41.40
M19	LF	12" Cleaning with scrapers or other attached tools	41.40
M20	LF	15" Cleaning with scrapers or other attached tools	55.20
M21	LF	18" Cleaning with scrapers or other attached tools	55.20
M22	LF	21" Cleaning with scrapers or other attached tools	55.20
M23	LF	24" Cleaning with scrapers or other attached tools	69.00
M24	LF	27" Cleaning with scrapers or other attached tools	69.00
M25	LF	30" Cleaning with scrapers or other attached tools	69.00
M26	LF	33" Cleaning with scrapers or other attached tools	96.60
M27	LF	36" Cleaning with scrapers or other attached tools	96.60
M28	LF	42" Cleaning with scrapers or other attached tools	110.40
M29	LF	48" Cleaning with scrapers or other attached tools	138.00
M30	LF	54" Cleaning with scrapers or other attached tools	165.60
M31	LF	6" Pressure pipe inspection	11.04
M32	LF	8" Pressure pipe inspection	11.04
M33	LF	10" Pressure pipe inspection	13.80
M34	LF	12" Pressure pipe inspection	13.80
M35	LF	15" Pressure pipe inspection	13.80
M36	LF	18" Pressure pipe inspection	19.32
M37	LF	21" Pressure pipe inspection	19.32

M38	LF	24" Pressure pipe inspection	19.32
M39	LF	27" Pressure pipe inspection	19.32
M40	LF	30" Pressure pipe inspection	19.32
M41	LF	33" Pressure pipe inspection	19.32
M42	LF	36" Pressure pipe inspection	22.08
M43	LF	42" Pressure pipe inspection	22.08
M44	LF	48" Pressure pipe inspection	27.60
M45	LF	54" Pressure pipe inspection	41.40
M46	LF	Tuberculation Removal (Pressure & Gravity Pipelines)	40.00
N. Restoration and Associated Items			
N1	LF	Saw Cutting up to 8" depth	9.00
N2	LF	Saw Cutting over 8" depth	12.00
N3	SY	Repair/Rehab 2" Asphalt pavement	52.00
N4	SY	Repair/Rehab 8" Flex base	46.00
N5	SY	Repair/Rehab 8" Concrete pavement	173.00
N6	SY	Repair/Rehab 6" Concrete driveway	121.00
N7	SY	Repair/Rehab 4" Concrete sidewalk	98.00
N8	LF	Repair/Rehab Concrete curb and gutter	29.00
N9	SY	Sodding	29.00
N10	LF	Repair/Rehab chain link fence with new	25.00
N11	LF	Repair/Rehab wooden fence with new	29.00
N12	CY	TOPSOIL COMPLETE	41.00
N13	CY	SANDING COMPLETE	41.00
N14	CY	MULCH COMPLETE	41.00
N15	LF	STRAW BALE BARRIER	20.00
N16	EACH	TREE REPLACEMENT: HARDWOODS, 2"	863.00
N17	EACH	TREE REPLACEMENT: PINES, 2"	863.00
N18	EACH	SHRUB REPLACEMENT: 1 GALLON	40.00
N19	EACH	SHRUB REPLACEMENT: 3 GALLON	63.00
N20	EACH	SHRUB REPLACEMENT: 5 GALLON	82.00
N21	EACH	SHRUB REPLACEMENT: 7 GALLON	122.00
N22	EACH	BEDDING FLOWERS: PER FLAT OF 18	575.00
N23	SY	STONE RIP RAP TYPE I, 24" IN PLACE COMPLETE	260.00
N24	SY	STONE RIP RAP TYPE III, 12" IN PLACE COMPLETE	260.00
N25	SY	STONE GROUTED RIP RAP - 12" INSTALLED	288.00
N26	LF	SILT FENCE TYPE A, COMPLETE	12.00
N27	LF	SILT FENCE TYPE C, COMPLETE	8.00
N28	LF	ORANGE BARRIER FENCE	6.00
N29	EACH	HAY BALES COMPLETE	160.00
N30	SY	PLASTIC FILTER FABRIC INSTALLED	10.00
N31	SF	PERMANENT SOIL REINF MAT INSTALLED	125.00
O. Additional Labor Rates and Traffic Control			
O1	HR	SUPERINTENDENT - REGULAR	35.00
O2	HR	FOREMAN - REGULAR	30.00
O3	HR	LABORER - REGULAR	20.00
O4	HR	TRUCK DRIVER - REGULAR	24.00
O5	HR	UTILITY - REGULAR	20.00
O6	HR	SUPERINTENDENT - OVER TIME	65.00
O7	HR	FOREMAN - OVER TIME	60.00
O8	HR	LABORER - OVER TIME	32.00
O9	HR	TRUCK DRIVER - OVER TIME	42.00
O10	HR	UTILITY - OVERTIME	40.00
O11	EA	Barricades, Signs, and Traffic Handling (per setup)	3500.00
O12	EA	Traffic Control Plan (per setup)	2500.00
O13	HR	Flagmen	40.00
O14	HR	Uniformed Officers	65.00
O15	EA	SWPPP	2500.00
P. Crew Travel & Mobilization			
P1	EA	Travel and Mobilization- TML Region 2 (Amarillo)	8970.00
P2	EA	Travel and Mobilization- TML Region 3 (Caprock-Lubbock)	8970.00
P3	EA	Travel and Mobilization- TML Region 4 (Permian Basin Region-Odessa)	8970.00
P4	EA	Travel and Mobilization- TML Region 5 (Red River Valley-Wichita Falls)	5980.00
P5	EA	Travel and Mobilization- TML Region 6 (Hub of Texas-Abilene)	4784.00
P6	EA	Travel and Mobilization- TML Region 7 (Alamo Region-San Antonio)	4784.00
P7	EA	Travel and Mobilization- TML Region 8 (Where the West Begins-Ft. Worth)	3250.00
P8	EA	Travel and Mobilization- TML Region 9 (Heart of Texas-Waco)	4784.00
P9	EA	Travel and Mobilization- TML Region 10 (Highland Lakes-Austin)	3250.00
P10	EA	Travel and Mobilization- TML Region 11(Coastal Bend-Corpus Christi)	8970.00
P11	EA	Travel and Mobilization- TML Region 12 (Lower Rio Grande Valley-McAllen)	11960.00
P12	EA	Travel and Mobilization- TML Region 13 (North Central Texas-Dallas)	3250.00
P13	EA	Travel and Mobilization- TML Region 14 (San Jacinto-Houston Area)	3250.00
P14	EA	Travel and Mobilization- TML Region 15 (Tyler-Longview)	4784.00
P15	EA	Travel and Mobilization- TML Region 16 (Golden Pine & Oil-Beaumont)	4784.00
P16	EA	Travel and Mobilization - Oklahoma	13000.00
P17	EA	Travel and Mobilization - Louisiana	9750.00
P18	EA	Travel and Mobilization - Colorado	20000.00
P19	EA	Travel and Mobilization - Arkansas	20000.00

P20	EA	Travel and Mobilization - Missouri	20000.00
P21	EA	Travel and Mobilization - Kansas	20000.00
P22	EA	Travel and Mobilization - Emergency Mobilization	10000.00
P23	EA	Travel and Mobilization - Rehab of Less Than 100 Ft	25000.00
P24	EA	Travel and Mobilization - Rehab of 101 Ft to 300 Ft	20000.00
P25	EA	Travel and Mobilization - Rehab of 301 Ft to 500 Ft	15000.00
P26	EA	Travel and Mobilization - Rehab of 501 Ft to 1000 Ft	10000.00
P27	EA	Travel and Mobilization - Alabama	20000.00
P28	EA	Travel and Mobilization - Alaska	100000.00
P29	EA	Travel and Mobilization - Arizona	35000.00
P30	EA	Travel and Mobilization - Arkansas	20000.00
P31	EA	Travel and Mobilization - California	45000.00
P32	EA	Travel and Mobilization - Colorado	30000.00
P33	EA	Travel and Mobilization - Connecticut	50000.00
P34	EA	Travel and Mobilization - Delware	50000.00
P35	EA	Travel and Mobilization - Florida	30000.00
P36	EA	Travel and Mobilization - Georgia	35000.00
P37	EA	Travel and Mobilization - Hawaii	300000.00
P38	EA	Travel and Mobilization - Idaho	45000.00
P39	EA	Travel and Mobilization - Illinois	30000.00
P40	EA	Travel and Mobilization - Indiana	30000.00
P41	EA	Travel and Mobilization - Iowa	30000.00
P42	EA	Travel and Mobilization - Kansas	30000.00
P43	EA	Travel and Mobilization - Kentucky	30000.00
P44	EA	Travel and Mobilization - Louisiana	20000.00
P45	EA	Travel and Mobilization - Maine	50000.00
P46	EA	Travel and Mobilization - Maryland	30000.00
P47	EA	Travel and Mobilization - Massachusetts	30000.00
P48	EA	Travel and Mobilization - Michigan	30000.00
P49	EA	Travel and Mobilization - Minnesota	30000.00
P50	EA	Travel and Mobilization - Mississippi	20000.00
P51	EA	Travel and Mobilization - Montana	30000.00
P52	EA	Travel and Mobilization - Nebraska	30000.00
P53	EA	Travel and Mobilization - Nevada	45000.00
P54	EA	Travel and Mobilization - New Hampshire	45000.00
P55	EA	Travel and Mobilization - New Jersey	50000.00
P56	EA	Travel and Mobilization - New Mexico	40000.00
P57	EA	Travel and Mobilization - New York	45000.00
P58	EA	Travel and Mobilization - North Carolina	30000.00
P59	EA	Travel and Mobilization - North Dakota	40000.00
P60	EA	Travel and Mobilization - Ohio	40000.00
P61	EA	Travel and Mobilization - Oklahoma	15000.00
P62	EA	Travel and Mobilization - Oregon	45000.00
P63	EA	Travel and Mobilization - Pennsylvania	40000.00
P64	EA	Travel and Mobilization - Rhode Island	45000.00
P65	EA	Travel and Mobilization - South Carolina	30000.00
P66	EA	Travel and Mobilization - South Dakota	40000.00
P67	EA	Travel and Mobilization - Tennessee	30000.00
P68	EA	Travel and Mobilization - Utah	30000.00
P69	EA	Travel and Mobilization - Vermont	40000.00
P70	EA	Travel and Mobilization - Virginia	40000.00
P71	EA	Travel and Mobilization - Washington	50000.00
P72	EA	Travel and Mobilization - West Varginia	30000.00
P73	EA	Travel and Mobilization - Wisconsin	40000.00
P74	EA	Travel and Mobilization - Wyoming	40000.00
P75	EA	Travel and Mobilization - Emergency Mobilization	10000.00
P76	EA	Travel and Mobilization - Rehab of Less Than 100 Ft	25000.00
P77	EA	Travel and Mobilization - Rehab of 101 Ft to 300 Ft	20000.00
P78	EA	Travel and Mobilization - Rehab of 301 Ft to 500 Ft	15000.00
P79	EA	Travel and Mobilization - Rehab of 501 Ft to 1000 Ft	10000.00

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.

DocuSign Envelope ID: EC943910-806A-445F-A113-44AD4714ADF1

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

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	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

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	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

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
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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.

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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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/11/2022 | 12/9/2021

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
INSURED 1494524 Vortex Services, LLC (See Attached Named Insured Schedule) 18150 Imperial Valley Dr. Houston TX 77060	**INSURER B :** American Guarantee and Liab. Ins. Co. — 26247
	INSURER C : Crum & Forster Specialty Insurance Co — 44520
	INSURER D :
	INSURER E :
	INSURER F :

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 5597236-03	12/11/2021	12/11/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	BAP 5597237-03	12/11/2021	12/11/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $	Y	Y	SXS 4233584-01	12/11/2021	12/11/2022	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC 5616707-03	12/11/2021	12/11/2022	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
C	Contractors Pol./Prof. Liab. (E&O)(Claims Made)	Y	Y	PKC-112420	12/11/2021	12/11/2022	$5M Each Occ.; $5M Agg. $5M Each Wrongful Act	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contractors Pollution Deductible: $50,000 each pollution condition. E&O (Professional) Deductible: $50,000 each claim. 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.

All policies include a blanket notice of cancellation to certificate holders endorsement, providing for 30 days' advance notice if the policy is cancelled by the company other than for nonpayment of premium, 10 days' notice if the policy is cancelled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

VORTEX NAMED INSUREDS

Vortex Infrastructure Holdco, LLC

Vortex Companies, LLC

Vortex Infrastructure Services, LLC

Vortex Lining Systems, LLC F/K/A Quadex Lining Systems, LLC

Vortex Industrial Solutions, LLC

Vortex Services, LLC F/K/A VacVision Environmental, LLC dba VacVision, LLC

Excavating Services, LLC

North American Pipeline Services, LLC

Vortex Infrastructure Products, LLC

Quadex, LLC

Schwalm USA, LLC

Vortex Companies International, LLC

Vortex International US, Inc. F/K/A Quadex International US, Inc.

Vortex Canada Inc.

Fleer-Tech GmbH

Vortex Technology Group, LLC

CIPP Corp., LLC

Vortex Geotechnical, LLC

DocuSign Envelope ID: BB94FB37-E614-4B70-B8D8-88026243BB13

AMENDMENT No. 1 to CONTRACT No. TP07-18
For
Trenchless Pipeline Rehabilitation Services
Between
HOUSTON-GALVESTON AREA COUNCIL
And
Vortex Companies, LLC

THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through June 30, 2022 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC.** All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council,**
Houston, Texas

DocuSigned by:
82EC270D5D61423...
Chuck Wemple, Executive Director

Date: 6/15/2021

Signed for: **Vortex Companies, LLC**

DocuSigned by:
Nicholas Banchetti
86D788C9CC6D476...

Printed Name & Title: Nicholas Banchetti COO

Date: 6/7/2021

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8775 I Fax: (321) 433-8860

City of Cocoa
AMENDMENT TO PURCHASE AGREEMENT
1st AMENDMENT
Vortex Company, LLC.
Piggyback Agreement No. TP07-18
Manhole Rehabilitation and Other Related Services

This First Amendment is to confirm receipt and acknowledgement of the agreed upon Annual Renewal made effective June 30, 2021, by and between Houston-Galveston Area Council and Vortex Companies, LLC. This Amendment also confirms receipt and acknowledgment the CONTRACTOR shall continue to provide Manhole Rehabilitation and Other Related Services as agreed upon under Piggyback Agreement TP07-18 made effective December 17, 2020, by and between the City of Cocoa and Vortex Company, LLC. This renewal shall correspond with the renewal issued by Houston-Galveston Area Council and expire on June 30, 2022.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Renewal Notice for Contract.

VORTEX COMPANY, LLC.	**CITY OF COCOA**
By: Wes Kingery (Print Name)	**By:** Michael Blake (Print Name)
President (Title)	**Mayor** (Title)
03/29/2022 Signature / Date	Signature / Date

CC: Carie Shealy, City Clerk
Brian Dale, Purchasing Manager
Donne Howard, Field Operations Manager

Attested By / Date

To:	City of Cocoa	**Contact:**	Elisabetta Natale, PE, ENV SP
Address:	65 Stone Street	**Phone:**	(321) 433-8633
		Email:	enatale@carollo.com
Project Name:	FL - Cocoa - Cocoa FY22 Manhole Rehab	**Bid Number:**	209563
Project Location:	Various Locations, Cocoa, FL	**Bid Date:**	03/11/2022

This bid proposal is figured utilizing the HGAC Contract Pricing (TP07-18)

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
A - Base Bid					
G11	Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch Geopolymer Liner	703.80	VF	$262.50	$184,747.50
P35	Travel And Mobilization - Florida	1.00	EACH	$6,000.00	$6,000.00
		Total Price for above A - Base Bid Items:			**$190,747.50**
B - Bill As Needed					
B35	Infiltration Control- Chemical Grout - * To Be Billed As Needed	1.00	GAL	$100.00	$100.00
G17	Rebuild Bench And Invert - *To Be Billed As Needed	45.00	EACH	$500.00	$22,500.00
G45	New Manhole Frame And Cover-24" - * To Be Billed As Needed	5.00	EACH	$850.00	$4,250.00
O11	Barricades, Signs, And Traffic Handling (per Setup) - *To Be Billed As Needed	1.00	EACH	$1,500.00	$1,500.00
O13	Flagmen - *To Be Billed As Needed Per Flagger	1.00	HR	$40.00	$40.00
		Total Price for above B - Bill As Needed Items:			**$28,390.00**

Notes:

- Actual Quantities to be determined in the field
- Ring & Covers to be supplied by the City of Cocoa
- Four items are to establish unit pricing. They will be charged on as needed basis
- Owner / Contractor will provide access to each and every manhole
- Vacuum, hydrostatic, holiday/spark testing are not included in this bid proposal.
- If bond is needed please add 1.5%.
- Our Bid Proposal is valid for 60 days from the bid date.
- Proposal does not include any manhole ring and cover adjustments or raising / lowering. Proposal does not include installing of any inflow dish and chimney seals.
- Our manhole rehab is figured utilizing flow through plugs. Any dewatering and or bypass pumping will be provided by Owner / Contractor (if necessary). Please note, in order to install our plugs and divert the flow on force mains we assume the incoming lines are protruding at least 3" into the manhole which will allow us to attach Fernco type coupling systems. If additional bypass, dewatering, or flow control is needed it will be provided by Others.
- If any of these manholes are located in easements, the Owner / Contractors will have to provide site access improvements including (but not limited to) clearing of any trees, shrubs, fence, sheds, vegetation etc. to provide an unobstructed access for our work. This also includes coordinating site access permissions with the property owners and the City. We are able to complete our work if our trucks can be staged within 150' from both the upstream and downstream manholes. If certain site conditions restrict this and require us to stage greater than 150', then our trucks will require a road to drive the equipment to each manhole and it needs to be somewhat of level. Therefore it may be required for the owner to install a temporary easement access road by installing rock / road base, installing culverts, matting etc to aid in creek crossings or wet areas. The install and removal of these site improvements will be provided by Others.

ACCEPTED:	CONFIRMED:
The above prices, specifications and conditions are satisfactory and are hereby accepted.	**Vortex Services LLC**
Buyer: _____	
Signature: _____	**Authorized Signature:** _____
Date of Acceptance: _____	**Estimator:** Ross Cooke rcooke@vortexcompanies.com

Legislation Details (With Text)

File #:	22-200	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Agenda Ready
File created:	4/4/2022			**In control:**	City Council
On agenda:	4/26/2022			**Final action:**	

Title: To Approve Participation in a Multi-Year 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, 2022 through February 5, 2023; To Authorize the City Manager to Execute Any Annual Renewal Amendments Under the Original Contract; To Approve a Resolution Amending the FY2022 Budget, BAF# 22-069-A. (Utilities Director)

Sponsors:

Indexes:

Code sections:

Attachments:
SIGNED E-Verify.pdf
EEV sig pgs.pdf
PARTIALLY EXECUTED Piggyback Contract No. 0118-2600 CIPP Rehabilitation.pdf
Insituform COI Exp 7-1-22.pdf
Proposal - City of Cocoa FY22 Sanitary CIPP Project.pdf
City of Daytona Beach Insituform Contract #0118-2600 Renewal 2-6-22 to 2-5-23.pdf
City of Daytona Beach Insituform Contract Pricing #0118-2600.pdf
City of Daytona Beach Insituform Contract #0118-2600.pdf
Budget Resolution FY 2022- Insituform.pdf
BAF 22-069-A-UT-CIPP Rehab Added Funds (4-26-22)-Agenda 22-200.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	April 4, 2022
Agenda Date:	April 26, 2022
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:

To Approve Participation in a Multi-Year 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, 2022 through February 5, 2023; To Authorize the City Manager to Execute Any Annual Renewal Amendments Under the Original Contract; To Approve a Resolution Amending the FY2022 Budget, BAF# 22-069-A.

BACKGROUND:

In FY2015, CDM Smith completed a thorough analysis of the assessment data obtained during the FY2014 RedZone Robotics, Inc. CCTV inspection process. As part of this analysis, a detailed plan was developed to systematically address broken sewer piping over a six-year period beginning in FY2016. Rehabilitation and replacement was recommended for individual pipe segments based on structural operation and maintenance (O&M) concerns. These recommendations were formed based on the severity of defects, potential for defect progression, and consequence of failure. Rehabilitation and replacement recommendations were then prioritized and grouped to develop various projects. An implementation plan was formed to clean and repair sewer lines based on consequence of failure, risk of failure, available funding, and pipe segment geographic location.

To maintain the integrity of the sanitary sewer system with minimal construction and disturbances, sewer mains are able to be rehabilitated through a trenchless “cured-in-place-pipe” (CIPP) method installed through existing manholes. This installation process lines the selected sewer mains with a flexible liner which when heated, forms into a hardened fiberglass “pipe” that replaces the broken pipe from the inside of the pipe. As a result of this process, the carrying capacity of the sewer main is reestablished, and the sewer treatment plant no longer incurs the cost of treating extra water (ground water).

The first phase of the CIPP lining program was successfully completed in FY2016. Subsequently, City Council has approved the continuation of work with Insituform annually since FY2017. The eighth phase is scheduled to be completed in FY2022.

Sewer Field Operations budgeted $400,000 for the CIPP work in FY2022. The Insituform proposal total is $462,426.80. We have identified savings in the amount of $55,862.50 due to the Manhole Lining proposal from Vortex coming in lower than budgeted. This amount will be applied to the CIPP, plus a budget transfer from the SFO Repair & Maintenance Account in the amount of $6,564.30 will be processed in order to fully fund the CIPP work in FY2022.

At this time, we are requesting approval to use the City of Daytona Beach Contract No. 0118-2600. This contract has been reviewed by the City and has been determined to be applicable to the services required by Sewer Field Operations. Therefore, staff recommends approval to use the City of Daytona Beach contract with Insituform Technologies, LLC to perform Cured in Place Pipe (CIPP) Rehabilitation Services and Cleaning & CCTV Inspections of Main Line Sewers, and to authorize a budgeted expenditure for these services not to exceed $462,426.80 in FY2022. Future fiscal year budget amounts for these services will be determined during the budget process, and submitted to City Council for final approval.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

BAF# 22-069-A

Amount Requested:	($6,566)
Account Number:	421-4125-536.46-00
Account Name:	Repair and Maintenance
Amount Requested:	$6,566
Account Number:	421-4010-581.91-24
Account Name:	Interfund Transfer to Fund 424
Amount Requested:	$6,566
Account Number:	424-0000-381.91-21
Account Name:	Interfund Trans From Fund 421
Amount Requested:	$6,566
Account Number:	424-4125-536.63-00
Account Name:	Infrastructure WS0904
Amount Requested:	($55,861)
Account Number:	424-4125-536.63-00
Account Name:	Infrastructure WS19MH
Amount Requested:	$55,861
Account Number:	424-4125-536.63-00
Account Name:	Infrastructure WS0904
Amount Requested:	$400,000
Account Number:	424-4125-536.63-00, WS0904
Account Name:	Infrastructure
Total Amount Project WS0904:	$462,427

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 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, 2022.

RECOMMENDED MOTION:

To Approve Participation in a Multi-Year 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, 2022 through February 5, 2023; To Authorize the City Manager to Execute Any Annual Renewal Amendments Under the Original Contract; To Approve a Resolution Amending the FY2022 Budget, BAF# 22-069-A.

CONTRACTOR E-VERIFY AFFIDAVIT

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

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

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

Diane Partridge

Print Name: Diane Partridge, Contracting and Attesting Officer

Date: March 25, 2022

STATE OF ~~FLORIDA~~ MISSOURI

COUNTY OF ST. LOUIS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3/25/2022 (date) by Diane Partridge (name of officer or agent, title of officer or agent) of Insituform Technologies, LLC (name of corporation acknowledging), a Delaware Limited Liability Company (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
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Dec. 5, 2025
Commission # 13805615

Name typed, printed or stamped

My Commission Expires: 12/5/2025

Company ID Number: 19959 **Client Company ID Number:** 1120902

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Insituform Technologies, LLC	
Name (Please Type or Print) Lori K. Finifrock	Title Executive Administrator
Signature 	Date 08/23/2016
E-Verify Employer Agent TALX Corporation	
Name (Please Type or Print) Aaron Wade	Title
Signature Electronically Signed	Date 08/22/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/23/2016

Company ID Number: 19959 **Client Company ID Number:** 1120902

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Insituform Technologies, LLC
Company Facility Address	17988 Edison Avenue Chesterfield, MO 63005
Company Alternate Address	
County or Parish	SAINT LOUIS
Employer Identification Number	133032158
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	500 to 999
Number of Sites Verified for	22

Company ID Number: 19959 **Client Company ID Number:** 1120902

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

ALABAMA	1 site(s)
ARKANSAS	1 site(s)
ARIZONA	1 site(s)
CALIFORNIA	1 site(s)
COLORADO	1 site(s)
FLORIDA	1 site(s)
GEORGIA	1 site(s)
HAWAII	1 site(s)
LOUISIANA	1 site(s)
MASSACHUSETTS	1 site(s)
MARYLAND	1 site(s)
MISSOURI	1 site(s)
MISSISSIPPI	1 site(s)
NORTH CAROLINA	1 site(s)
NEVADA	1 site(s)
OHIO	1 site(s)
OKLAHOMA	1 site(s)
TENNESSEE	1 site(s)
TEXAS	1 site(s)
UTAH	1 site(s)
VIRGINIA	1 site(s)
WASHINGTON	1 site(s)

Company ID Number: 19959 **Client Company ID Number:** 1120902

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Lori Finifrock
Phone Number	(636) 530 - 8028
Fax Number	(636) 530 - 8746
Email Address	lfinifrock@aegion.com

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STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Insituform Technologies, LLC, 580 Goddard Avenue ~~17988 Edison Avenue~~, 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 The City of Daytona Beach, Volusia County, FL., said contract being identified as: Cured in Place Pipe Rehabilitation Services, Contract No. 0118-2600**.** (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Contractor will provide Cured in Place Pipe Lining and associated services, see attached (Exhibit A – original contract)

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

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

Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties' sign by and between the City of Cocoa, FL and Insituform Technologies, LLC. The term of said agreement shall be for the period effective date of signature of the City Mayor through 02/05/2023, with the option to be renewed for one (1) additional one (1) year period, should The City of Daytona Beach and Insituform Technologies, LLC, renew or extend terms, so shall this agreement automatically renew or extend for like terms.

a. Insurance Requirements (As Applicable):

Liability Insurance

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

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

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

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

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

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

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

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

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

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

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

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

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

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

COMPREHENSIVE BUILDER RISK INSURANCE

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

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

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

a. Any other provisions that will be modified:

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

b. Address change for the City of Cocoa:

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

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

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

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

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

VENDOR:

Insituform Technologies, LLC
Attn: Diane Partridge
~~17988 Edison Avenue~~ 580 Goddard Avenue
Chesterfield, MO 63005
Phone: 636-530-8000
dpartridge@aegion.com

Insituform Technologies, LLC

Entered this _____ day of _____

Diane Partridge, Contracting and Attesting Officer

(Print Name / Title)

Diane Partridge

(Signature)

3/25/2022

(Date)

City Council Approval Required

X Yes (Approved by Mayor)

☐ No (Approved by City Manager)

CITY OF COCOA

By: N/A

Date: _____

(Stockton Whitten, City Manager)

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

By: _____

Date: _____

(Michael C. Blake, Mayor)

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

_____

Attested By: City Clerk

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=10832091&GUID=DA2257DC-345D-4A72-AC27-DC98AE019349* is a secure document that has been embedded in this document. Double click the pushpin to view.



Insituform Technologies, LLC is a subsidiary of Aegion Corporation

Insituform Technologies, LLC

6966 Business Park Blvd.
Jacksonville, Fl. 32256
www.insituform.com

Dave Raymond
Business Development Manager

Phone: (904)465-3267
Fax: (904)292-3198
Email: draymond@aegion.com

2-15-22

Chris Collier
Assistant Utilities Director
City of Cocoa
Cocoa, FL 32922
ccollier@cocoafl.org

Re: City of Cocoa FY2022 Sewer Lining

Chris,

Insituform Technologies, LLC, ("ITLLC") is pleased to provide the following proposal to the **City of Cocoa**, hereinafter referred to as "Customer", for the scope of work detailed below for the above-referenced Project. This proposal is based off the City of Daytona Beach Contract 0118-2600.

PROPOSAL PRICING

ITLLC proposes the following pricing for the scope of services described herein:

Item	Description	Unit	Qty	Unit Price	Total
A-1	CIPP 8" Diameter 6.0 mm thickness	LF	12,801	$23.10	$295,703.10
M-1	Medium Clean & TV 8"-12" Diameter	LF	12,801	$3.70	$47.363.70
O-1	Root Removal 8" – 12" Diameter	LF	2,500	$1.60	$4,000.00
P-1	Tuberculation Cleaning 8"-12" Diameter	LF	200	$19.00	$3,800.00
QQ-1	By-Pass Pumping 8" Diameter	LS	52	$317.40	$16,504.80
RR	Standard Service Reconnection	Each	242	$195.00	$47,190.00
SS-2	Traffic Control FDOT ROW Arrow Boards	Setup	6	$190.40	$1,142.40
SS-3	Traffic Control FDOT ROW Barricades	Setup	6	$359.70	$2,158.20
SS-4	Traffic Control FDOT ROW	Setup	6	$15.90	$95.40

	Lane Dividers				
TT-1	Traffic Control City ROW Flagman	Setup	20	$655.90	$13,118.00
TT-3	Traffic Control City ROW Barricades	Setup	48	$264.50	$12,696.00
TT-4	Traffic Control City ROW Lane Dividers	Setup	48	$15.90	$763.20
AAA	Mobilization	Setup	5	$3,578.40	$17,892.00
	TOTAL				**$462,426.80**

INSITUFORM SCOPE OF WORK / RESPONSIBILITIES

ITLLC will provide the following:

1. Mobilization and demobilization of personnel, equipment, and materials to and from the Project site. The price presented is based upon one (1) instance of mobilization and demobilization.
2. Install **polyester** resin impregnated CIPP liner in accordance with ASTM F1216 or F1743 using either water or air/pull-in/steam, at the discretion of ITLLC. We have not included any costs associated with the disposal of inversion water.
3. Internal reinstatement of all service connections as directed by the Customer or their representative.
4. CCTV inspection of the pipe before and after the lining is complete.
5. Standard ITLLC one-year warranty from date of installation, excluding any required warranty TV inspection and/or testing.
6. Standard insurance coverage with the following limits:
   General Liability: $2,000,000 per occurrence/$4,000,000 aggregate
   Auto: $2,000,000 Combined Single Limit
   Workers Compensation: Statutory with $1,000,000 Employer's Liability
   The above insurance shall not include Primary and Non-Contributory Coverage and ITLLC shall not provide a Waiver of Subrogation endorsement.

NOTE: Modifications to the Scope of Work/Responsibilities of ITLLC may result in a change in price and/or duration.

ASSUMPTIONS AND QUALIFICATIONS

ITLLC's Proposal Pricing is based upon the following assumptions and clarifications:

1. ITLLC assumes the work will be completed during dry weather conditions.
2. Quantities are estimated. Customer shall be invoiced for actual quantities at the above unit prices.
3. ITLLC is an open-shop company and shall not be subject to any union requirements or agreements and will not enter into any Project Labor Agreement or any such similar agreement for this Project. Where required by the Contract Documents, ITLLC will pay the Prevailing Wages then in effect for the Project and will submit Certified Payroll Reports in a timely manner.

EXCLUSIONS:

The following items are excluded from ITLLC's above Pricing and Scope of Services / Responsibilities stated in this Proposal. These items, if necessary, applicable or otherwise required, shall be furnished by Customer, at Customer's direction and at no cost to ITLLC or may, upon mutual agreement in writing between ITLLC and Customer, be provided by ITLLC at an additional cost:

1. Permits, licenses and construction easements.
2. Manual operation of any pumping and/or metering stations.
3. Environmental/erosion controls (i.e., hay bales, silt fence etc.) that may be required adjacent to manholes, access points and/or water supply hose.
4. Access to and use of fire hydrants and/or sufficient water supply (within 500 ft. of the installation site) to complete flushing and CIPP installation.
5. Burial and/or ramping of discharge or bypass hose/pipe.
6. External service reconnections.
7. Traffic control, including without limitation, police details, flagmen and special traffic control setups.
8. Obstruction removal (calcium, concrete, mineral deposits, roots, etc.) and/or protruding tap removal.
9. Point repairs.
10. Bypassing of services or laterals.
11. Repair of pipe damaged during any industry standard high-pressure jet cleaning operations, preparation or lining and any subsequent cleaning necessary to remove debris that has fallen into the pipe as a result of any such collapse or repair.
12. Directives setting forth which service connections must be reinstated prior to final CCTV inspection.
13. Locations of and access (of ITLLC equipment and/or personnel) to all manholes associated with the project and as required by ITLLC's work plan.
14. Equivalent pipe diameter access from the invert to the street level. This may include removal of the frame, cover and/or cone section of the liner installation manhole(s) such that the opening at the street level is no less than equivalent to the pipe diameter.
15. Payment and Performance bonds. If payment and performance bonds are required, add 2.5% to the total Project cost.
16. Removal and disposal of any hazardous or toxic materials encountered during the Project.
17. Holiday work, rush delivery or adverse weather work (as defined by ITLLC).
18. Complete independent testing of liner samples from each installation. Will be provided if required per specifications.
19. Certified Professional Engineer stamped designs. Will be provided if required in specifications.
20. State and local sales and/or use taxes.
21. Additional premiums for special insurance coverage(s) specific to this project.

GENERAL TERMS AND CONDITIONS:

1. ITLLC's Proposal is conditioned and shall adhere to the General Terms and Conditions written in the City of Daytona Beach Contract.

The information contained in this letter is proprietary to Insituform Technologies, LLC. and shall be retained by the recipient in confidence and shall not be published or otherwise disclosed to third parties without the express written consent of Insituform Technologies, LLC. The foregoing shall not preclude the use of any data which (i) was in its possession without restriction as to use prior to receipt as proprietary of the same or similar data from Insituform Technologies, LLC., (ii) is or becomes available from a public source on or after such receipt from Insituform Technologies, LLC. or (iii) is obtained by the recipient from a third party not under obligation of confidentiality or other restriction with respect to use.

Please do not hesitate to contact me with any further questions.

Very truly yours,

Insituform Technologies, LLC.

Dave Raymond

Dave Raymond
Business Development Manager

Accepted By:_____ Date: _____
(signed)

_____ Title: _____
(print name)

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

August 9, 2021

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 third of four renewal options to have this service continued by Insituform Technologies, LLC for the period effective 2/6/2022 through 2/5/2023 under the same terms and conditions.

THE CITY OF DAYTONA BEACH

Deric C. Feacher, City Manager

8-10-21
Date

9607/3

	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

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)

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2022; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2021, and ending on September 30, 2022, at a Regular meeting held on September 28, 2021; and

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

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

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

SECTION 1. The 2021-2022 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 26th day of April, 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=10832101&GUID=ACD92CA0-974D-4865-874B-33EDA61F654B* is a secure document that has been embedded in this document. Double click the pushpin to view.



Legislation Details (With Text)

File #:	22-207	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	4/7/2022			**In control:**	City Council
On agenda:	4/26/2022			**Final action:**	

Title: To Approve Task Order 2022-05 with Atlantic Development of Cocoa, Inc. for the Cocoa Water Plant Road Culvert Replacement Project, WS22DC, in the amount of $502,547.50; To Approve as a Multi-Year Contract from FY2022 through FY2023; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $100,509.50 (20% of the Contract Amount) for a Total Project Cost of $603,057; To Approve Resolution Amending the FY2022 Budget, BAF # 22-074-T. (Utilities Director)

Sponsors:

Indexes:

Code sections:

Attachments:
Cocoa Water Plant Road Culvert Replacement Project Specifications.pdf
Cocoa Water Plant Road Culvert Replacement Quote Tabulation Sheet.pdf
T.O. (2022-05) Proposal Atlantic Dev $502,547.50 (04-08-2022) UT.pdf
T.O. (2022-05) Atlantic Dev $502547.50 (04-08-2022) UT.pdf
Contingency Resolution.pdf
Agreement for Utilities General Construction Contractor Atlantic.pdf
TRACK SHEET.pdf
COI - City of Cocoa.pdf
Budget Resolution FY 2022- ADA Compliant.pdf
BAF 22-074-T-UT-Drainage Culvert Replacement (4-26-22) Agenda 22-207.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 11, 2022
Agenda Date: April 26, 2022
Prepared By: Peter Davis, E.I., Associate Engineer II
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order 2022-05 with Atlantic Development of Cocoa, Inc. for the Cocoa Water Plant Road Culvert Replacement Project, WS22DC, in the amount of $502,547.50; To Approve as a Multi-Year Contract from FY2022 through FY2023; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $100,509.50 (20% of the Contract Amount) for a Total Project Cost of $603,057; To Approve a Resolution Amending the FY2022 Budget, BAF # 22-074-T.

BACKGROUND:

The Dyal Water Treatment Plant utilizes 48 production wells from a well field located eight miles west of the plant. Cocoa Water Plant Road, which is an unpaved road through the Deseret Ranch property, is used to access those production wells. The City of Cocoa is responsible for the maintenance of the road and the road's drainage culverts. A condition assessment performed by Dyal Staff and Engineering Staff at the beginning of 2022 found that three out of four of the culverts needed replacement. Failure of any of these drainage culverts would jeopardize the well field connection to the Dyal Water Treatment Plant.

The Cocoa Water Plant Road Culvert Replacement Project involves the replacement of three (3) of the roadway's drainage culverts, the installation of pipe end sections, and the regrading and stabilization of the roadway embankment surrounding the pipe entrances and exits.

On March 24, 2022 the City of Cocoa solicited quotes from three (3) contractors pre-qualified by the City of Cocoa Utilities Department under **RFQ # 20-18-COC City of Cocoa General Contractor - Utility Systems** for the Cocoa Water Plant Road Culvert Replacement Project. The lowest and best quote was submitted by Atlantic Development of Cocoa, Inc. in the amount of $502,547.50.

Staff is requesting City Council approval of Task Order 2022-05 with Atlantic Development of Cocoa, Inc. for the Cocoa Water Plant Road Culvert Replacement Project as a multi-year contract from FY2022 through FY2023.

Staff is also requesting that City Council approve an additional $100,509.50 as contingency for the project. The additional amount is 20% of the contract amount and will be used for change orders with approval by the City Manager. Although City staff does not anticipate change orders, with a project of this size there is always a possibility of unknown obstacles in the field that would require changes to the project. If a change order is needed, the additional amount will allow the project to continue forward without delays.

The additional $100,509.50 Construction Contingency Budget 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, and subsequently added to the purchase order

Staff recommends approval of Task Order 2022-05 with Atlantic Development of Cocoa, Inc. for the Cocoa Water Plant Road Culvert Replacement Project.

This is an unbudgeted project. A Budget Adjustment Form (BAF) is necessary to allocate additional dollars from 421-4010-536.39-00 (CONTINGENCY) to 421-4020-536.63-00 (INFRASTRUCTURE), WS22DC.

Contractor Bid	$502,547.50
Construction Contingency	$100,509.50 (20%)
Total Project Cost:	$603,057

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Multi-Year Contract	Yes
Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes BAF# 22-074-T
Amount Requested	$603,057
Account Number	421-4020-536.63-00, WS22DC
Account Name	Infrastructure
Source of Funds: Contingency	421-4010-536.39-00
TOTAL COST FOR MULTI YEAR CONTRACT:	$603,057

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To Approve Task Order 2022-05 with Atlantic Development of Cocoa, Inc. for the Cocoa Water Plant Road Culvert Replacement Project, WS22DC, in the amount of $502,547.50; To Approve as a Multi-Year Contract from FY2022 through FY2023; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not to Exceed $100,509.50 (20% of the Contract Amount) for a Total Project Cost of $603,057; To Approve a Resolution Amending the FY2022 Budget, BAF # 22-074-T

Cocoa Water Plant Road Culvert Replacement Project

TECHNICAL SPECIFICATIONS
ISSUED FOR QUOTE

MARCH 2022

CITY OF COCOA

Utilities Engineering Division

351 Shearer Boulevard
Cocoa, FL 32922
Phone (321) 433-8700
Fax (321) 433-8708

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DIVISION 0 – QUOTE DOCUMENTS

SECTION 00020 – INVITATION TO QUOTE

Quotes will be received via email at pdavis@cocoafl.org or in person at the office of the Engineering Division of the City of Cocoa, located at 351 Shearer Blvd., Cocoa, Florida, 32922, by **3:00 p.m., April 8, 2022**.

Cocoa Water Plant Road Culvert Replacement

The Work to be quoted consists of furnishing all labor, materials, equipment, tools, transportation, services, and incidentals; and performing all work specified in the quote documents, for the construction of the facilities consisting of, but not limited to, the following:

- This Project is located in Cocoa's Wellfield on Cocoa Water Plant Road in Orange County, FL. Three (3) of the roadway's drainage culverts have 48" x 72" corrugated metal pipes that are beyond their useful life and have failed or are currently failing; these pipes need to be replaced and end sections need to be installed.
- The roadway embankment surrounding the pipe entrances and exits need to be regraded and stabilized with recycled concrete aggregate to prevent sediment buildup within the pipes and reduce material erosion.
- Two critical 36" and 42" water mains supplying source water to the Dyal Water Treatment Plant cross above these drainage culverts and will need to be adequately supported during construction. These water mains cannot be taken out of service.
- Cocoa Water Plant Road must remain passable with one lane open during construction and adequate maintenance of traffic shall be employed.

Only Contractors PRE-QUALIFIED by the City of Cocoa Utilities Department under **RFQ # 20-18-COC City of Cocoa General Contractor – Utility Systems** will be permitted to quote this project.

A non-mandatory pre-quote conference and site visit will be held at 10:00 a.m., April 1, 2022 at the Dyal Water Treatment Plant Training Building, located at 28400 FL-520, Christmas, Florida 32709.

The City reserves the right to reject any or all quotes, with or without a cause; to waive technical errors and informalities; and to accept the quote, which in its judgment, best serves the City.

The Contractor receiving the Contract award will be required to furnish a Performance Bond, covering faithful and satisfactory performance of the Work contracted, in an amount not less than one hundred percent (100%) of the title contract price

SECTION 00300 – QUOTE FORM

Cocoa Water Plant Road Culvert Replacement
City of Cocoa

Proposal of _____

(Name)

_____

(Address)

to furnish all materials, service, equipment, and labor required, for Cocoa Water Plant Road Culvert Replacement as specified in the quote documents and in accordance with the Agreement for Utilities General Construction Contractor.

The undersigned has carefully examined the Contract Documents and is familiar with the nature and extent of the Work and materials and labor required. The undersigned agrees to do all of the Work called for by said specifications, in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided. This is a lump sum contract for all work, all materials, service, equipment, and labor required for the completion of this scope.

TOTAL QUOTE	$

_____Dollars

(Total Written in words)

FAILURE TO COMPLETE THE ABOVE WILL RESULT IN THE QUOTE BEING DECLARED NON-RESPONSIVE.

The undersigned also agrees as follows:

1) The undersigned also agrees to commence the Work with an adequate force and equipment immediately after the date of receipt of Notice to Proceed/Original Purchase Order and substantially complete all work within seventy-five (75) days of Notice to Proceed or Purchase Order. The Contractor agrees to reimburse the City of Cocoa, Florida, as liquidated damages for each calendar day elapsing between the date herein specified as the day of substantial or full completion and the actual day of such completion of the contract work, the amount of five hundred dollars ($500.00) per calendar day.
2) The Contractor shall procure and shall maintain the insurance requirement during the life of this Contract.

_____

(Company or Corporation Name)

_____

(Street or P.O. Box)

_____

(City, State and Zip Code)

_____

(Area Code and Phone Number)

_____

(Area Code and Fax Number)

_____

(Email Address)

By:_____

(Name Printed and Title)

_____

(Signature)

Quote Form for

Cocoa Water Plant Road Culvert Replacement

Item #	Description	Qty	Un	Unit $	Extended $
1	Mobilization/Demobilization	1	LS		
2	Maintenance of Traffic	1	LS		
3	Erosion Control	1	LS		
4	48” x 72” (60” Circular Equivalent) Aluminum Corrugated Metal Pipe	300	LF		
5	Road Base	45	CY		
6	Clearing and Grubbing, Grading, and Recycled Concrete Aggregate	1,400	SY		
7	Geotechnical Testing	1	LS		

SECTION 00330 – LISTING OF SUBCONTRACTORS

The Contractor proposes that the following subcontractors are qualified to performed the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed the successful quoter shall not substitute subcontractors without approval from the Owner.

SUBCONTRACTOR	COMPANY NAME ADDRESS & PHONE NUMBER	REFERENCES
	Name:	1.
	Address:	2.
	City:	
	State: zip:	
	Phone:	3.

	Name:	1.
	Address:	2.
	City:	
	State: zip·	
	Phone:	3.

	Name:	1.
	Address:	2.
	City:	
	State: zip·	
	Phone:	3.

	Name·	1.
	Address:	2.
	City:	
	State: zip·	
	Phone:	3.

SECTION 00675 – TRENCH SAFETY ACT CERTIFICATION

SECTION lK - FLORIDA TRENCH SAFETY ACT CERTIFICATION AND DISCHARGE STATEMENT MANDATORY

Contractor acknowledges that included in the various items of the proposal and in the Total Quote Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The contractor further identifies the costs to be summarized below.

	ITEM	TRENCH SAFEY MEASURE (DESCRIPTION)	UNIT OF MEASURE	UNIT	UNIT COST	EXTENDED COST
A						
B						
C						
D						

These units, costs, and the unit prices inferred shall be disclosed solely for the purpose of compliance with the procedural requirements of the Florida Trench Safety Act.

This amount disclosed as the cost of compliance with the applicable trench safety requirement does not constitute the extent of the Contractor's obligation to comply with said standards. Contractor shall expend additional sums, at no additional cost to the OWNER (except as may otherwise be provided), which are necessary to so comply.

Acceptance of the Quote to which this certification and disclosure applies in no way represents that the OWNER or its representatives have evaluated and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the Contractor, of its sole responsibility to comply with the applicable trench safety requirements.

_____

Name of Firm

_____

Authorized Signature

Date: _____

This document shall be submitted with the Quote packet. Failure to complete the above may result in the Quote being declared non-responsive.

SECTION 00700 – GENERAL CONDITIONS

Article

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GENERAL CONDITIONS
Section 00700

City of Cocoa

Article 1. DEFINITIONS

(A) The contract documents consist of the following items, including all modifications thereof incorporated in the documents before their execution. These form the contract: Notice to Contractors, Instructions to Quote, General Conditions, Special Provisions, Technical Provisions, Proposal, Agreement, Drawings, and Addenda pertaining to the contract.

(B) The Contractor and Project Manager are mentioned as such in the Agreement. They are treated throughout the contract documents as if each were of the singular number and masculine gender.

(C) Wherever in this contract the words "Project Manager or Engineer" are used, it shall be understood as referring to the Project Manager or Engineer employed by the City, acting personally or through an assistant duly authorized in writing for such act by the Project Manager.

(D) Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm of to an officer of the corporation for whom it is intended or if delivered at or sent by registered mail to the business address shown in the proposal or contract.

(E) The term "Subcontractor" as employed herein, includes only those having a direct contract with the Contractor and it includes one who furnished material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.

(F) The term "Work" of the Contractor or Subcontractor includes labor or materials or both, equipment, transportation, or other facilities necessary to complete the contract.

(G) All time limits stated in the contract documents are of the essence of the contract.

(H) The term "Change Order" is a written order signed by the Project Manager authorizing an addition, deletion or revision in the work or adjustment in the contract price.

Article 2. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

The Agreement shall be signed in triplicate by the City and the Contractor. Customary practice does not involve signatures of either party of the separate or supplementary components of the contract documents. The Project Manager will identify the plans and specifications upon request.

The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intent of the documents is to include all labor and materials, equipment, transportation and incidentals necessary for the proper and complete execution of the work. Materials or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

Any discrepancies or omissions found in the Contract Documents shall be reported to the Project Manager immediately. The Project Manager will clarify discrepancies or omissions, in writing, within a reasonable time.

In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

A. FORM OF AGREEMENT
B. PROPOSAL
C. SPECIAL PROVISIONS
D. GENERAL CONDITIONS
E. TECHNICAL PROVISIONS
F. DRAWINGS

Addenda shall take precedence over all sections referenced therein. Figure dimensions on Drawings shall take precedence over scale dimensions. Detailed Drawings shall take precedence over general drawings.

Article 3. DETAIL DRAWINGS AND INSTRUCTIONS

The Project Manager will furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions will be consistent with the contract documents, true developments thereof and reasonably inferable therefrom.

Article 4. COPIES OF DRAWINGS FURNISHED

Unless otherwise provided in the contract documents, the City will furnish to the Contractor, free of charge, all copies of drawings and specifications reasonably necessary for the execution of the work.

Article 5. ORDER OF COMPLETION

The Contractor shall submit prior to start of work, schedules which show the order in which the Contractor proposes to carry on the work with dates at which the Contractor will start the several parts of the work and estimated dates of completion of the several parts. The Project Manager may order the schedule to be supplemented or amended as necessary to afford proper continuity of the work.

Article 6. DRAWINGS AND SPECIFICATIONS OF THE WORK

The Contractor shall keep one copy of all drawings and specifications on the work in good condition, available to the Owner and his representatives.

Article 7. OWNERSHIP OF DRAWINGS

All drawings, specifications and copies thereof furnished by the Owner are his property. They are not to be used on other work and, with the exception of the signed contract set, are to be returned to him on request, at the completion of the work.

Article 8. CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the Contractor has, by careful examination of

the contract documents and work site satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent, or employee of the Owner, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

Article 9. MATERIALS, APPLIANCES, EMPLOYEES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, fuel, labor, water, tools, sanitary facilities, power, transportation, and other facilities necessary for the execution and completion of the work.

Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

Article 10. ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof except that the Owner shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, unless the owner has notified the Contractor prior to the signing of the contract or included in the specifications a proviso that there may be a patented process or product included in the project.

Article 11. SURVEYS, PERMITS, AND REGULATIONS

The Contractor will furnish all surveys unless otherwise specified. Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulation bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the City in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulation and without such notice to the Owner, he shall bear all costs arising therefrom.

Article 12. PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection for all his work from damage and shall protect the Owner's property from injury or loss arising in connection with the contract. He shall make good any such damage, injury or loss. He shall adequately protect adjacent property as provided by law and the contract documents. He shall provide and maintain all guard fences, lights, and other facilities for protection required by public authority or local conditions.

In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor, without special instructions or authorization from the Owner, is hereby permitted to act, at his discretion, to prevent such threatened losses or injury. Any claim by the Contractor on account of emergency work will be adjusted by agreement or arbitration.

Article 13. INSPECTION OF WORK

The City and its representatives shall at all times have access to the work. The work will be conducted under the general direction of the City and is subject to inspection by his appointed inspectors to insure compliance with the terms of the contract. No inspector is authorized to change any provision of the specifications without written authorization of the Project Manager, nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the contract.

If the specifications, the City's instructions, laws, ordinances, or any public authority, require any work to be specially tested or approved, the Contractor shall give the Owner timely notice of its readiness for inspection, and of the date fixed for such inspection. Inspections by the Project Manager will be promptly made.

Re-examination of requested work may be ordered by the Owner. If such work be found in accordance with the contract documents, the Owner will pay the cost of re-examination and replacement provided the Contractor makes a claim therefor. If such work be found not in accordance with the contract documents the Contractor shall pay such cost including compensation for professional services and an appropriate deductive change order shall be issued.

Article 14. SUPERINTENDENT: SUPERVISION

The Contractor shall keep on his work during its progress a competent superintendent satisfactory to the City. The superintendent shall not be changed except with the written consent of the City, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Important directions will be confirmed in writing to the Contractor. Other directions will be so confirmed on written request in each case.

If the Contractor, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any errors or omission in the drawings or in layout as given by points and instruction, it shall be his duty to immediately inform the City, in writing, and the City will promptly verify the same. Any work done after such discovery, until authorized will be done at the Contractor's risk.

Neither party shall employ or hire any employees of the other party without his consent.

Article 15. CHANGES IN THE WORK

The City, without invalidating the contract, may order extra work or make changes by altering, adding to, or deducting from the work, the contract sum being adjusted accordingly. All such work authorized by change order and executed under the conditions of the original contract except that any claim for extension of time caused thereby will be adjusted at the time of ordering such change. No work shall be done without written authorization from Owner.

In giving instructions, the Project Manager will have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purpose of the work, but otherwise, except in an emergency endangering the life of property, no extra work or change will be made unless in the pursuance of a written order by the Project Manager, and no claim for an addition to the contract sum will be valid unless so ordered in writing.

The value of any such extra work or change will be determined in one or more of the following ways:

(A) By mutual acceptance of a lump sum.
(B) By unit prices named in the contract or subsequently agreed upon.
(C) By cost and percentage or by cost and a fixed fee.

If none of the above methods is agreed upon, the Contractor, provided he receives an order as above, shall proceed with the work. In such case and also under case (C), he shall keep and present in such form as the Project Manager may direct, a correct account of the net cost of labor and materials, together with vouchers. In any case, the Project Manager will certify to the amount, including reasonable allowances for overhead and profit, due to the Contractor. Pending final determination of value, payments on account of changes will be made on the Project Manager's estimate.

Article 16. CLAIMS FOR EXTRA COST

If the Contractor claims that any instructions by drawings or otherwise involve extra cost under this contract, he shall give the Owner written notice thereof with ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided in Article 15, "Changes in the Work." Claims will not be processed unless filed in writing before any work is commenced.

Article 17. DEDUCTIONS FOR UNCORRECTED WORK

If the Project Manager deems it inexpedient to correct work injured or done not in accordance with the contract, an equitable deduction from the contract price will be made therefor by change order.

Article 18. DELAYS AND EXTENSIONS OF TIME

If the Contractor is delayed at any time, in the progress of the work by an act or neglect of the Owner or of his employees, or by any other contractor employed by the Owner, or by changes ordered in the work or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Project Manager pending arbitration, or by any cause which the Project Manager may decide to justify the delay, then the time of completion will be extended for such reasonable time as the Project Manager may decide .

No such extension will be made for delay occurring more than seven (7) days before claim therefor is made in writing to the Project Manager. In the case of a continuing cause or delay, only one claim is necessary.

If no schedule or agreement stating the dates upon which drawings shall be furnished is made, then no claim for delay will be allowed on account of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

This article does not exclude the recovery of damages for delay by either party under other provisions in the contract documents.

Article 19. CORRECTION OF WORK BEFORE FINAL PAYMENTS

The Contractor shall promptly correct all work condemned by the Project Manager as failing to conform to the contract and shall promptly replace and re-execute his own work in accordance with the contract and without expense to the owner and shall bear the expense of making good all work.

If the Contractor does not correct such condemned work and material within ten (10) working days' time as fixed by written notice (punch list), the City may correct it at the expense of the Contractor. If the Contractor does not pay the expense of such correction within ten (10) days thereafter, the City may, upon ten (10) days written notice, deduct all the cost and expenses that should have been borne by the Contractor.

Article 20. SUSPENSION OF WORK

The City may at any time suspend the work or any part thereof by giving five (5) days' notice to the Contractor in writing. The work shall be resumed by the Contractor within ten (10) days after the date fixed in a written notice to resume work from the City to the Contractor. The City will reimburse the Contractor for expense incurred by the Contractor in connection with the work under this contract as a result of such suspension unless the suspension was ordered by the Project Manager to enforce the contract or for any violation of the contract.

Article 21. THE CITY'S RIGHT TO REASSIGN WORK

If the Contractor should neglect to prosecute the work properly or fail to

perform any provision of this contract, the City, after three (3) days written notice to the Contractor, may, without prejudice to any other remedy he may have, make good such deficiencies at the Contractor's expense.

Article 22. THE CITY'S RIGHT TO TERMINATE CONTRACT

If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if a writ of garnishment shall be served upon the City, seeking to reach funds due or to become due the Contractor, or if the Government of the United States or any state or county shall garnishee, distain, attach, or seek to reach funds due or to become due to the Contractor, or if he should persistently or repeatedly refuse or should fail, except in cases of which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances, or the instructions of the Project Manager, or otherwise be guilty of a substantial violation of any provision of the contract, then the Owner, upon the certificate of the Project Manager that sufficient cause exists to justify such action may without prejudice to any other right or remedy and after giving the Contractor thirty (30) days written notice,

terminate the employment of the Contractor and take possession of the premises and of all materials, tool, and appliances thereon and finish the work by whatever method he may deem expedient. In such case, the Contractor will not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the expense of finishing the work, including compensation for additional managerial, legal, and administrative services, such excess will be paid to the Contractor. If such expense exceeds such unpaid balance, the Contractor shall pay the difference to the City. The expense incurred by the City as herein provided, and the damage incurred through the Contractor's default will be certified by the Project Manager and deducted by the City from any sums which would otherwise be due to the Contractor.

Article 23. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work should be stopped under an order of any court, or other public authority for a period of three (3) months, through no act or fault of the Contractor or if anyone employed by him, or if the Project Manager should fail to issue any estimate for payment within seven (7) days after it is due, or if the City fails to pay the Contractor within twenty (20) days of its maturity and presentation, any sum certified by the Project Manager or awarded by arbitrators, then the Contractor may, upon seven (7) days written notice to the City stop work or terminate this contract and recover from the Owner payment for all work executed and any loss sustained upon any plant or materials and reasonable profit and damages.

Article 24. REMOVAL OF EQUIPMENT

In the case of annulment of this contract before completion, from any cause whatever, the Contractor, if notified to do so by the City, shall promptly remove any part or all of his equipment and supplies from the property of the City, failing which the City will have the right to remove such equipment and supplies at the expense of the Contractor, and the City shall have the right to store such equipment and supplies at the Contractor's expense. The City shall incur no liability to the Contractor for loss or damage to the supplies and equipment so removed and/ or stored.

Article 25. USE OF COMPLETED PORTIONS

The City will have the right to take possession of and use any substantially completed portion of the work, notwithstanding the fact that the time for completing the entire work or such portions may not have expired, but such taking possession and use will not be deemed an acceptance of any work not completed in accordance with the contract documents. If such prior use increases the cost of or delays the work, the Contractor will be entitled to such extra compensation, or extension of time, or both, as the Project Manager may determine.

Article 26. PAYMENTS WITHHELD

The City may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any pay request to such an extent as may be necessary to protect himself from loss on account of:

A. Defective work not remedied.

B. Claims filed or reasonable evidence indicating probable filing of claims.
C. Failure of the Contractor to make payment properly to subcontractors or for materials or labor.
D. The Project Manager's opinion that the contract cannot be completed for the balance then unpaid.
E. Failure to maintain adequate progress.

When the above grounds are removed, payment will be made for amounts withheld because of them.

Article 27. CONTRACTOR'S 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 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 $1,000,000 and with a deductible not greater than $ l ,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 and 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 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 firm of a certificate of insurance before work is begun.

Article 28. INDEMNITY

For all Services performed pursuant to this Agreement, the Contractor agrees to the fullest extent permitted by law, to indemnify and hold harmless the City, its employees, officers, and attorneys from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees), directly or indirectly arising from the acts, inactions, errors,

omissions, intentional or otherwise, arising out of or resulting from Contractor's performance of any Services provided pursuant to this Agreement.

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 employees, officers, and attorneys which may result from the Services under this Agreement whether the Services be performed by the Contractor or anyone directly or indirectly employed by them . In all events, the City shall be permitted to choose legal counsel of its sole choice, the fee for which shall be reasonable and subject to and included with this indemnification provided herein. This indemnification provision shall survive termination of the Agreement.

Final indemnification provisions, to be included in the Agreement, are subject to review and modification by the City Attorney. The insurance policy shall contain a provision that the same shall not be cancelled without first giving the City thirty (30) days' notice in writing by certified mail.

Article 29. SAFETY AND PROTECTION

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

(A) All employees on the Work and other persons who may be affected thereby.

(B) All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

(C) Other property at the site or adjacent thereto.

Individuals and firms contracting to perform work for the City of Cocoa shall comply with all applicable Federal Occupational Safety and Health Administration (OSHA) and Florida Department of Transportation safety standards and shall assure and monitor the compliance of their subcontractors with those same standards.

Article 30. GUARANTY BONDS

The City will have the right, prior to the signing of the contract to require the Contractor to furnish bond covering his faithful performance of the contract and the payment of all obligations arising thereunder, in such forms as the City may prescribe and with such sureties as he may approve. Premium for such bond shall be paid by the Contractor.

Article 31. DAMAGES

Any claim for damage arising under this contract shall be made in writing to the party liable with ten (10) days after the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work or materials.

Article 32. LIENS

Anything contained in any of the contract documents notwithstanding, all progress payments and the final payment shall be paid by the City to the Contractor in compliance with the provisions of Laws of Florida. The City shall withhold ten percent (10%) of the amount of each progress payment. The last payment due under the contract shall be paid by the City to the Contractor only after the Contractor has furnished the City with an affidavit stating that all persons, firms or corporations who have furnished labor or materials, employed directly or indirectly in the work, have been paid in full, and in addition, before the Contractor shall have the right to receive the final payment due under the contract, the Contractor shall furnish the City with releases of lien executed by all persons, firms or corporations who have performed or furnished labor, services or materials, directly or indirectly, used in the work. The City shall have the right to demand and receive from the Contractor before he shall receive any progress payment, receipt bills showing payment in full for all labor, services and materials incorporated into the work, for the period of time for which the progress payment is due. Likewise, as a condition to receiving any progress payment, the City may require the Contractor to furnish any partial releases of lien executed by all persons, firms and corporations who have furnished labor, services or materials incorporated into the work during the period of time for which the progress payment is due, releasing such lien rights as these persons, firms or corporations may have for that period. If any of the laborers, subcontractors or material men shall serve upon the City a "notice to City" or shall otherwise put the City on notice that they are owed any unpaid money by the Contractor, the shall have the right to pay these persons directly in the manner provided by the aforesaid Mechanic's Lien Law, and the City shall receive a credit therefor upon the contract price accordingly. The Contractor does hereby release, remise and quit claim any and all rights he would have otherwise enjoyed to perfect a mechanic's lien or any other type of statutory common law or equitable lien against the job.

Article 33. ASSIGNMENT

Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the City, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of the City. Any attempt by the Contractor to assign this contract or any of the moneys which may become payable hereunder, in whole or part, without the written consent of the Owner, shall be ineffective and shall vest no rights in the assignee.

Article 34. PRECONSTRUCTION CONFERENCE

Within twenty (20) days after the effective date of the Agreement, but before the Contractor starts the Work at the site, a mandatory conference will be held for review and acceptance of the schedules, to establish procedures for handling shop drawings and other submittals and for processing applications for payment, and to establish a working understanding among the parties as to the Work, including Davis Bacon Wage Rate Requirements for Federally Funded Projects.

Article 35. SUBCONTRACTS

The Contractor shall, as soon as practicable after signing of the contract, notify the City in writing of the names of subcontractors proposed for the work, the description of work to be performed, and shall not employ subcontractors, unless they are approved in writing by the City.

The Contractor agrees that he is as fully responsible to the City for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

Article 36. POINTS AND INSTRUCTIONS

The Contractor shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. He shall not proceed until he has made timely demand upon the Project Manager for, and has received from him such points and instructions as may be necessary as the work progresses. The work shall be done in strict conformity with such points and instructions.

Article 37. PROJECT MANAGER'S STATUS

The Project Manager will have general supervision and direction of the work. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the contract. He will also have authority to reject all work and materials which do not conform to the contract, to direct the application of forces to any portion of the work, as in his judgment is required, and to order the force increased or diminished and to decide questions which arise in the execution of the work

Article 38. PROJECT MANAGER'S DECISIONS

The Project Manager will, within reasonable time after their presentation to him, make decisions in writing on all claims of the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the contract. All such decisions of the Project Manager shall be final.

Article 39. ONE YEAR CORRECTION PERIOD

If within one (1) year after the date of substantial completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents or by any specific provision of the contract documents, any work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with the City's written instruction, either correct such defective work, or, if it has been rejected by the City, remove it from the site and replace it with nondefective work. If the Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the City may have the defective work corrected or the rejected work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.

Article 40. LANDS FOR WORK

The City will provide access to the lands upon which the work under this contract is to be done.

Article 41. CLEANING UP

The Contractor shall remove from the City's property and from all temporary structures, rubbish and waste materials resulting from his operation.

Article 42. AMENDED PROPOSAL/QUOTE

A Contractor may submit an amended proposal/quote before the deadline for receipt of proposals/quotes. Such amended proposal/quote must be a complete replacement for a previously submitted proposal/quote and must be clearly identified as such in the transmittal letter which must include an authorized signature and be attached to the outside of the sealed replacement proposal/quote package.

END OF SECTION

ATTACHMENT "A" – CONTRACTOR E-VERIFY AFFIDAVIT

CONTRACTOR E-VERIFY AFFIDAVIT

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

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

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

_____

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this_____(date) by_____(name of officer or agent, title of officer or agent) of_____(name of corporation acknowledging) , a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced_____(type of identification) as identification.

_____

[Notary Seal] Notary Public

_____

Name typed, printed or stamped

My Commission Expires: _____

DIVISION 1 – GENERAL REQUIREMENTS

SUMMARY OF WORK

GENERAL

1. Location
    a. The Work described by these specifications is located along Cocoa Water Plant Road approximately 2.7 miles west of the intersection of SR 520 and Cocoa Water Plant Road in Orange County, Florida. The road is private and access is restricted.
2. References
    a. Within this specification the utility construction shall be referred to as the Project or Work, the City of Cocoa shall be referred to as the Owner or City.
    b. The *FDOT Standard Specifications for Road and Bridge Construction (January 2022)* is referenced to detail the construction requirements of the Work. If there are any conflicts, the stricter specification shall govern.
3. Contractor's Duties
    a. Cooperate with the Owner.
    b. Except as specifically noted, provide and pay for:
        i. Labor, materials, testing services, and equipment.
        ii. Tools, construction equipment, and machinery.
        iii. Water and utilities required for construction.
        iv. Other facilities and services necessary for the proper execution and completion of the Work.
        v. Layout and field engineering for completion of the proposed Work.
    c. Secure and pay for, as necessary for the proper execution and completion of the Work, and as applicable at time of receipt of quotes:
        i. Permits.
        ii. Government fees.
        iii. Licenses.
    d. Give required notices.
    e. Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities that bear on performance of the work.
    f. Promptly submit written notice to Owner of observed variance of Contract Documents from legal requirements.
    g. Enforce strict discipline and good order among employees. Do not employ on Work persons not skilled in their assigned task.
    h. The Contractor will furnish personnel and equipment that will be efficient, appropriate, and large enough to secure a satisfactory quality of Work and a rate of progress that will ensure the completion of the Work within the time stipulated in the Proposal. If, at any time, such personnel appear to the Owner to be inefficient, inappropriate or insufficient for securing the quality of Work aforesaid, he may order the Contractor to increase the efficiency, change the character or increase the personnel and equipment, and the Contractor will conform to such order. Failure of the Owner to give such order will in no way relieve the Contractor of his obligations to secure the quality of the Work and rate of progress.
    i. The Contractor will not enter, occupy, or cause impacts to private land outside of easements, except by written permission of the landowner and prior written consent of the Owner. Copies of such written permission will be supplied to the Owner within three

(3) days of receipt. The Contractor will be responsible for restoring all disturbed private property to original conditions or better at no additional cost to the Owner.

j. Locate and protect surrounding utilities.

4. No materials, labor, or equipment will be Owner furnished.

DESCRIPTION

1. Corrugated Metal Pipe Replacement
    a. Replace three (3) – 48" x 72" asphalt-coated corrugated metal pipe crossings that have failed or are failing and are beyond their useful life.
    b. Work on and substantially complete one culvert crossing at a time.
    c. Replacement pipe shall meet the following criteria:
        i. 100% aluminum alloy corrugated metal pipe (CAP).
        ii. Same 48" x 72" cross-sectional dimensions as the existing corrugated metal pipes or an equivalent arch pipe or equivalent 60" circular pipe.
        iii. Meet AASHTOM196 and ASTMB745 standards.
    d. End sections shall be compatible with the aluminum alloy corrugated metal pipe.
    e. Protect and support existing 36" and 42" raw water mains located above the existing culverts. The raw water mains will need to remain operational during construction. The proposed method of supporting and safeguarding the existing raw water mains as well as the method of compaction beneath the raw water mains needs to be reviewed and approved by the City prior to starting construction.
    f. Existing Culvert Removal
        i. Water flow through culverts shall be eliminated prior to removal via conventional dam methods to prevent unstable roadway and embankment conditions.
    g. Installation
        i. The invert elevations of each pipe entrance and exit shall match the inverts of the existing culverts. There shall be no variation in slope between pipe segments.
        ii. Install end sections at each pipe entrance and exit that are mechanically connected with coupling bands.
        iii. End sections shall terminate at finished grade.
2. Regrading and Stabilization of the Embankment and Ditch
    a. Perform necessary clearing and grubbing prior to grading.
    b. Embankment
        i. The slopes at each entrance and exit shall be regraded to a maximum slope of 1:1.5.
        ii. Regrading shall occur at each culvert entrance and exit and shall extend 20' to each side from the centerline of each pipe.
    c. Ditch
        i. Regrading shall occur at each culvert entrance and exit and shall extend 20' beyond the end section and 20' to each side from the centerline of each pipe.
    d. Cover graded areas with recycled concrete aggregate with a minimum layer thickness of 12". The minimum dimension of aggregate used shall be 6".
3. Roadway Restoration
    a. Disturbed sections of roadway shall be restored to match the existing roadway elevation.

b. Utilize base with a minimum limerock bearing ratio (LBR) of 40.
a. Material utilized in the mixing process for restoration of the unpaved road will be limited to shell, cemented coquina, and marl. Limestone shall not be used. Only one type of base material shall be used throughout the project

PROJECT COORDINATION

PRE-CONSTRUCTION MEETING

1. Timing
    a. Within 7 days of issuance of Notice to Proceed/Original Purchase Order, Contractor is required to schedule a Pre-Construction Meeting. The meeting shall take place within 14 days of issuance of Notice to Procced.
    b. The location of the meeting will be held at the Dyal Water Treatment Plant Training Building, located at 28400 FL-520, Christmas, Florida 32709. **No work is to occur prior to the pre-construction meeting.**
2. Agenda
    a. The following are items that, amongst others, will be discussed at the Pre-Construction Meeting:
        i. Contact Information
        ii. Contract Requirements
        iii. Performance and Payment Bond
        iv. Completion Deadline
        v. Pay Request Processing
        vi. Change Order Procedure
        vii. General Warranty
        viii. Submittal Procedure
        ix. Inspection
        x. Request for Information (RFI) Procedure
        xi. Contractor Safety Plan
        xii. Procedures for Requesting Substantial and Final Completion
3. Required Documentation
    a. At the Pre-Construction Meeting, the Contractor will be required to produce the following documentation:
        i. A general schedule
        ii. Performance and Payment Bond for the full contract amount

SCHEDULE

1. Initial Construction Schedule
    a. Promptly after award, the Contractor shall prepare and submit a Gantt chart construction schedule for the Work. It shall include at the minimum basic items such as material lead time, mobilization, demolition, etc.
2. Revised Construction Schedules
    a. The Contractor shall submit revised construction schedules with applications for payment.
3. Schedule Content
    a. Show the complete sequence of construction by activity.
    b. Show the dates for the beginning and completion of each major item of construction.

PROGRESS MEETINGS

1. Once all materials are received and work on-site begins in earnest, bi-weekly conference calls shall be held to recap the work completed to date and discuss work to be completed in the upcoming two weeks. These conference calls shall, at a minimum, include the City's Project Manager, Dyal WTP Management, and the Contractor's Project Manager.

APPLICATIONS FOR PAYMENT

1. Contractor Applications for Payment must be submitted to Owner on AIA Form #G702 (with schedule of values shown on AIA continuation sheet #G703)
2. A revised construction schedule shall be submitted with each Application for Payment. Applications for Payment will not be processed without an updated construction schedule attached.
3. Before each Application for Payment is signed and notarized by the Contractor and submitted for processing to the City, Contractor shall submit a draft pay app via email for review by City and its Inspector(s) to verify claimed quantities of work done.

CHANGE ORDERS

1. All changes to the project scope, schedule, or contract amount must be approved in writing via the City's Change Order process before the work shall begin.
2. If a Change Order is needed, Contractor shall submit a Change Order Request to the City, including a cost breakdown for the work, a justification of why the change is needed, and a schedule reflecting the change and resultant impact. The cost breakdown should include the direct costs for labor, equipment and materials, along with a 5% markup for self-performed items and a 15% markup for any subcontracted items. No other markups will be allowed.
3. All work done outside the contract scope shall be considered "At Risk" and only considered for payment at the City's discretion.

SUBMITTALS

1. All materials to be used in the completion of this Work shall be submitted by the Contractor for approval by the City. Submittals shall be via e-mail and PDF-format attachments.
2. Submittal Log
    a. All submittals must be ordered numerically for documentation control purposes. A log of submittals, along with the dates on which they were received and on which the response was sent, shall be kept by the City.

FINAL COMPLETION

1. The Contractor shall provide as-builts detailing improvements made and work performed prior to achieving final completion.
2. A Certificate of Final completion will be issued upon the inspection and approval of the Work.

WORK CONSTRAINTS

ROAD ACCESSIBILITY

1. Cocoa Water Plant Road shall remain functional and traversable throughout the duration of the Project; the Contractor shall keep at least one lane operational and provide the necessary maintenance of traffic for safe passage. The roadway shall be adequately illuminated to provide safe passage at night.

TEMPORARY FACILITIES

1. The Contractor is responsible for providing temporary facilities to complete the Work such as, but not limited to, the following: field office, power, telephone, water (unless noted otherwise herein), sanitary facilities, etc.
2. The Contractor will maintain the surroundings of all on-site facilities in a sanitary and satisfactory manner at all times. On or before the completion of the Work, all such structures will be removed, together with all rubbish and trash, at the expense of the Contractor.

ENVIRONMENTAL CONSIDERATIONS

1. General
    a. Avoid unnecessary destruction of wildlife and wildlife habitat.
    b. Manage clearing or clearing and grubbing operations to minimize possible disturbance or pollution to the natural environment. Protect water sources and surrounding water bodies against infiltration of soil, silt, debris, ashes, fuels, chemicals or other foreign matter.
2. Wildlife
    a. The project site is in a natural area and hazardous wildlife may be present.
    b. The Contractor shall employ the services of a registered Florida Fish and Wildlife Conservation Commission Nuisance Wildlife Control Operator when necessary to maintain a safe jobsite environment.

SITE MAINTENANCE DURING CONSTRUCTION

1. The Contractor will maintain, at their expense, the Work during construction and until final acceptance of all Work under the Contract.
2. In the event the Contractor fails to remedy any unsatisfactory situation within twenty-four (24) hours after receipt of written notice from the City describing the unsatisfactory conditions, the City may immediately proceed with adequate forces and equipment to maintain the project, and the entire cost of this maintenance will be deducted from the money otherwise due the Contractor under the Contract.
3. As an alternative to the above specified maintenance, the cost of all of the items that are not properly maintained may be deducted at the Contract Prices from the current partial payment request even if such items have been paid for in previous estimates.

SITE CLEAN-UP

1. Upon completion of the Work, all excess material and rubbish will be removed from the job site, and any off-site locations used, and disposed of in a lawful manner. The surrounding construction area, easement, and any other effected grounds will be left in a condition as good or better than existed prior to construction. Any remedial actions, measures, or reconstruction of damaged properties will be accomplished at the Contractor's expense.

MEASUREMENT AND PAYMENT

GENERAL

1. Unit Prices
    a. Payment will be made to the Contractor for the actual quantities of Work performed or materials furnished in accordance with the Drawings and Specifications. The scheduled quantities of Work to be done and materials to be furnished may each be increased or

decreased without in any way invalidating the unit prices quote. The unit prices quote shall not change.

2. Units of Measure
    a. Listed below are the selected abbreviations used in the FDOT Basis of Estimates.
        i. AC Acre
        ii. AS Assembly
        iii. CF Cubic Foot
        iv. CY Cubic Yard
        v. EA Each
        vi. GA Gallon
        vii. GM Gross Mile
        viii. HR Hour
        ix. LB Pound
        x. LF Linear Foot
        xi. LO Location
        xii. LS Lump Sum
        xiii. MG Thousand Gallons
        xiv. MH Man Hour
        xv. MI Mile
        xvi. NM Net Mile
        xvii. PI Per Intersection
        xviii. SF Square Foot
        xix. SY Square Yard
        xx. TN Ton

PAY ITEMS

2. Quote Item No. 1 – Mobilization/Demobilization – LS
    a. The Work specified in this item consists of the preparatory Work and operations in mobilizing for beginning Work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of temporary offices, buildings, safety equipment, first aid supplies, sanitary and other facilities, as required by these Specifications, special provisions, and State and local laws and regulations. The costs of bonds, permits and any required insurance, and any other preconstruction expense necessary for the start of the Work, excluding the cost of construction materials, shall also be included in this item. The costs for indemnification, and for provision of the field office shall be included in this item. The price to be paid for this item shall be based on such Work being completed and accepted, and the lump sum price quote. The standard retainage will be applied to this item.
    b. Wildlife Control will be compensated for under this pay item.
    c. The production and submission of as-builts will be compensated for under this pay item.
    d. The requirements of FDOT Standard Specifications for Road and Bridge Construction (January 2022), Section 100, and 101 shall be compensated for under this pay item.
3. Quote Item No. 2 – Maintenance of Traffic – LS
    a. All compensation for Maintenance of Traffic shall be lump sum. This shall include all items and services necessary for the safe maintenance of traffic within the project limits. This shall include, but not be limited to barricades, flaggers, construction and

advisory signing, detours, temporary pavement, temporary pavement markings, maintenance of pavement, asphaltic concrete curb, stormwater removals, temporary drainage structures and pipe, pumps, flashing arrow boards, high intensity flashing lights, nigh time lighting, removable and temporary pavement markings, traffic control (uniformed law enforcement) officer, steel traffic plates, temporary signal loops or cameras and temporary reflective pavement markers, for maintenance of traffic.

b. The requirements of FDOT Standard Specifications for Road and Bridge Construction (January 2022), Section 102 shall be compensated for under this pay item.

4. Quote Item No. 3 – Erosion Control – LS
    a. Provide erosion control measures on the project site and in areas outside the project site where Work is accomplished in conjunction with the project, so as to prevent pollution of water, detrimental effects to public or private property adjacent to the project site and damage to Work on the project. Construct and maintain temporary erosion control features or, where practical, construct and maintain permanent erosion control features as shown in the plans or as may be directed by the Owner. The Contractor shall install erosion and water pollution control methods in accordance with FDOT. Standard Specifications Section 104, and in accordance with Best Management Practices (BMP) as described in the Florida Land Development Manual: A Guide to Sound Land and Water Management.
    b. The requirements of FDOT Standard Specifications for Road and Bridge Construction (January 2022), Section 104, 981, 983, 985, and 987 shall be compensated for under this pay item.
5. Quote Item No. 4 – 48” x 72” (60” Circular Equivalent) Aluminum Corrugated Metal Pipe - LF
    a. The actual length of pipe installed shall be measured horizontally along the pipe centerline from the start of construction to its termination. Pipe installation will be paid for at the applicable contract unit price per linear foot (LF) for which the price shall include the furnishing of all labor, materials, and equipment necessary to complete the Work, including all surveying, excavation, dewatering, pipe laying, jointing, backfilling, compaction, surface restoration, clean-up, and all items necessary to construct the piping systems complete and ready for service.
    b. Work and materials required for damming water flows to perform the installation shall be included under this pay item.
    c. Aluminum pipe, end sections, coupling bands, hardware material, and flowable fill needed for pipe bedding and encasement shall be included under this pay item.
    d. In addition to the above, pipe installation shall include temporary relocation of existing utilities, or any structures that may be in the way during pipe installation.
    e. Pipe installation shall include structurally supporting the existing 36” and 42” raw water mains located above the existing culverts.
    f. The requirements of FDOT Standard Specifications for Road and Bridge Construction (January 2022), 121, 125, 430, 945 shall be compensated for under this pay item.
6. Quote Item No. 5 – Road Base - CY
    a. Material used for roadway restoration shall be compensated for under this item.
    b. The requirements of FDOT Standard Specifications for Road and Bridge Construction (January 2022), Section 160, 200, 204, 210, 230, 285, 290, 901, 902, and 914 shall be compensated for under this pay item.
    c. Material receipts will be required for justification of quantities.
7. Quote Item No. 6 – Clearing and Grubbing, Grading, and Recycled Concrete Aggregate – SY

a. Clearing and Grubbing shall include compensation for removal and disposal of all vegetation, debris, trees, stumps, roots, and other such protruding objects, and for backfilling the removal excavations and other facilities necessary to prepare the area of the proposed construction. All materials removed shall become property of the Contractor, and shall be removed from the project in a manner that meets all Federal, State, and local regulations concerning dumping of waste or construction materials. Any salvage value received from the removed materials shall be reflected in the Contractor's Proposal.
    i. Property obstructions which are to remain in place; such as sewers, drains, water or gas pipes, conduits, poles, paving, curbs, etc., are to be carefully protected from damage.
b. This item shall include compensation for embankment and ditch grading and the placement of recycled concrete aggregate material over graded areas.
c. The requirements of FDOT Standard Specifications for Road and Bridge Construction (January 2022), Section 110, 120 (with the exception of geotechnical testing), and 911 shall be compensated for under this pay item.

8. Quote Item No. 7 Geotechnical Testing – LS
    a. Payment will be 110% of the actual cost of soils/material testing conducted by an Owner approved testing firm. Payment under this item shall represent full compensation for testing as well as a 10% administration fee. Work shall be coordinated/scheduled and paid for by the Contractor. Contractor shall pay for failing tests.
    b. Provide all necessary labor and equipment to complete the required tests and make any repairs necessary following the tests.

DIVISION 2 – CONSTRUCTION DETAILS

GENERAL CONSTRUCTION OPERATIONS

CONSTRUCTION EQUIPMENT – GENERAL REQUIREMENTS

- Specifications described in FDOT Standard Specifications for Road and Bridge Construction (January 2022), Section 100 shall apply.

MOBILIZATION

- Specifications described in FDOT Standard Specifications for Road and Bridge Construction (January 2022), Section 101 shall apply.

MAINTENANCE OF TRAFFIC

- Specifications described in FDOT Standard Specifications for Road and Bridge Construction (January 2022), Section 102 shall apply.

PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION

- Specifications described in FDOT Standard Specifications for Road and Bridge Construction (January 2022), Section 104 shall apply.

CLEARING CONSTRUCTION SITE

CLEARING AND GRUBBING

- Specifications described in FDOT Standard Specifications for Road and Bridge Construction (January 2022), Section 110 shall apply.

EARTHWORK AND RELATED OPERATIONS

EXCAVATION AND EMBANKMENT

- The Contractor will employ and pay for the services of an independent testing laboratory to perform specified services and necessary field density tests to ensure that appropriate materials are supplied and proper compaction is obtained.
- Two (2) density tests shall be conducted at each replaced culvert within the excavated area: one within the eastbound lane, and one within the westbound lane.
- Specifications described in FDOT Standard Specifications for Road and Bridge Construction (January 2022), Section 120 shall apply.

FLOWABLE FILL

- Specifications described in FDOT Standard Specifications for Road and Bridge Construction (January 2022), Section 121 shall apply.

EXCAVATION FOR STRUCTURES AND PIPE

- Specifications described in FDOT Standard Specifications for Road and Bridge Construction (January 2022), Section 125 shall apply.

STABILIZING

- Specifications described in FDOT Standard Specifications for Road and Bridge Construction (January 2022), Section 160 shall apply.

BASE COURSES

ROCK BASE

- Specifications described in FDOT Standard Specifications for Road and Bridge Construction (January 2022), Section 200 shall apply.

GRADED AGGREGATE BASE

- Specifications described in FDOT Standard Specifications for Road and Bridge Construction (January 2022), Section 204 shall apply.

REWORKING LIMEROCK BASE

- Specifications described in FDOT Standard Specifications for Road and Bridge Construction (January 2022), Section 210 shall apply.

LIMEROCK STABILIZED BASE

- Specifications described in FDOT Standard Specifications for Road and Bridge Construction (January 2022), Section 230 shall apply.

OPTIONAL BASE COURSE

- Specifications described in FDOT Standard Specifications for Road and Bridge Construction (January 2022), Section 285 shall apply.

GRANULAR SUBBASE

- Specifications described in FDOT Standard Specifications for Road and Bridge Construction (January 2022), Section 290 shall apply.

STRUCTURES

PIPE CULVERTS

- Specifications described in FDOT Standard Specifications for Road and Bridge Construction (January 2022), Section 430 shall apply.

DIVISION 3 – MATERIALS

AGGREGATES

COARSE AGGREGATE

- Specifications described in FDOT Standard Specifications for Road and Bridge Construction (January 2022), Section 901 shall apply.

FINE AGGREGATE

- Specifications described in FDOT Standard Specifications for Road and Bridge Construction (January 2022), Section 902 shall apply.

FLEXIBLE-PAVEMENT MATERIALS (INCLUDING MATERIALS FOR STABILIZING)

BASE AND STABILIZED BASE MATERIALS

- Specifications described in FDOT Standard Specifications for Road and Bridge Construction (January 2022), Section 911 shall apply.

Stabilization Materials

- Specifications described in FDOT Standard Specifications for Road and Bridge Construction (January 2022), Section 914 shall apply.

DRAINAGE MATERIALS

ALUMINUM PIPE, INCLUDING UNDERDRAIN, PIPE ARCH AND STRUCTURAL PLATE

- Specifications described in FDOT Standard Specifications for Road and Bridge Construction (January 2022), Section 945 shall apply.

EROSION CONTROL MATERIALS

TURF MATERIALS

- Specifications described in FDOT Standard Specifications for Road and Bridge Construction (January 2022), Section 981 shall apply.

WATER FOR GRASSING

- Specifications described in FDOT Standard Specifications for Road and Bridge Construction (January 2022), Section 983 shall apply.

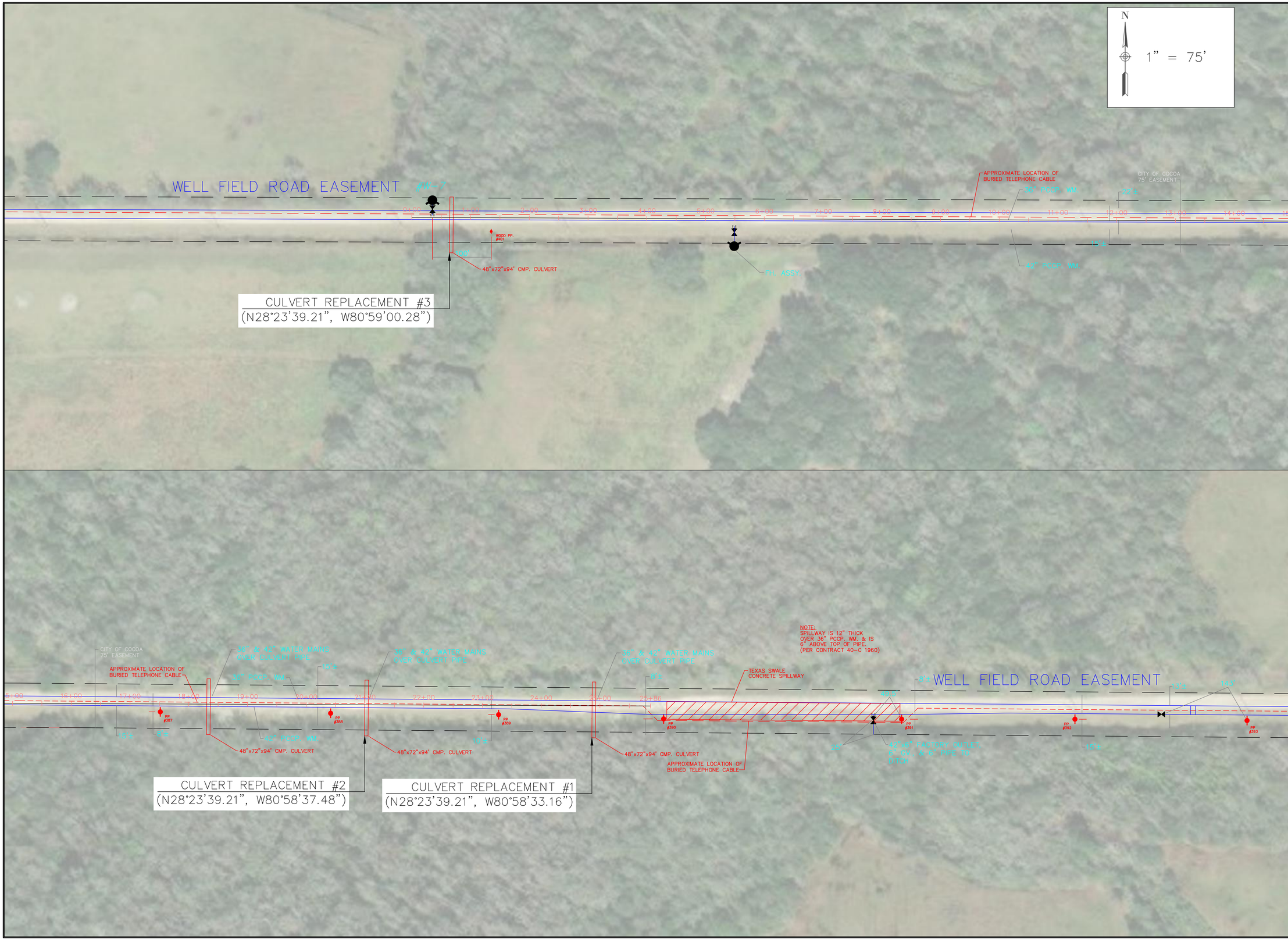
GEOSYNTHETIC MATERIALS

- Specifications described in FDOT Standard Specifications for Road and Bridge Construction (January 2022), Section 985 shall apply.

SOIL LAYER MATERIALS

- Specifications described in FDOT Standard Specifications for Road and Bridge Construction (January 2022), Section 987 shall apply.

APPENDIX A – PLANS



Project No:

Rev: A

Scale: NOTED

Sheet No: 1/3

Drawing No: C01

Project Title: COCOA WATER PLANT ROAD CULVERT REPLACEMENT

Drawing Name: PLAN VIEW

Designed By:	Drawn By:	Checked By:	Reviewed By:	Approved By:
PED	PED			

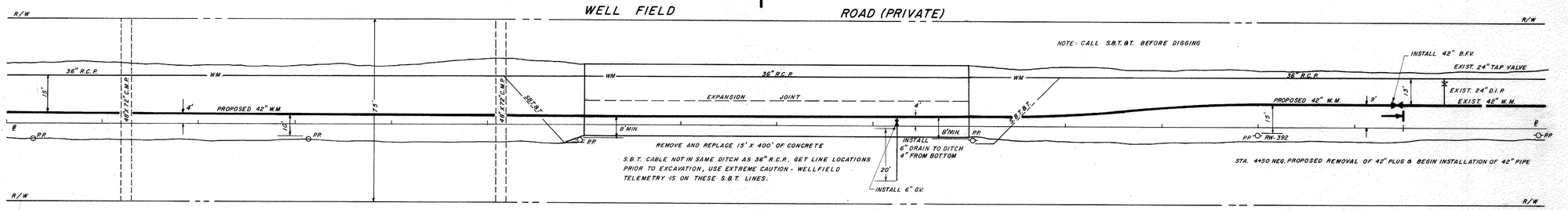
Issue Certification:

Florida P.E. No.

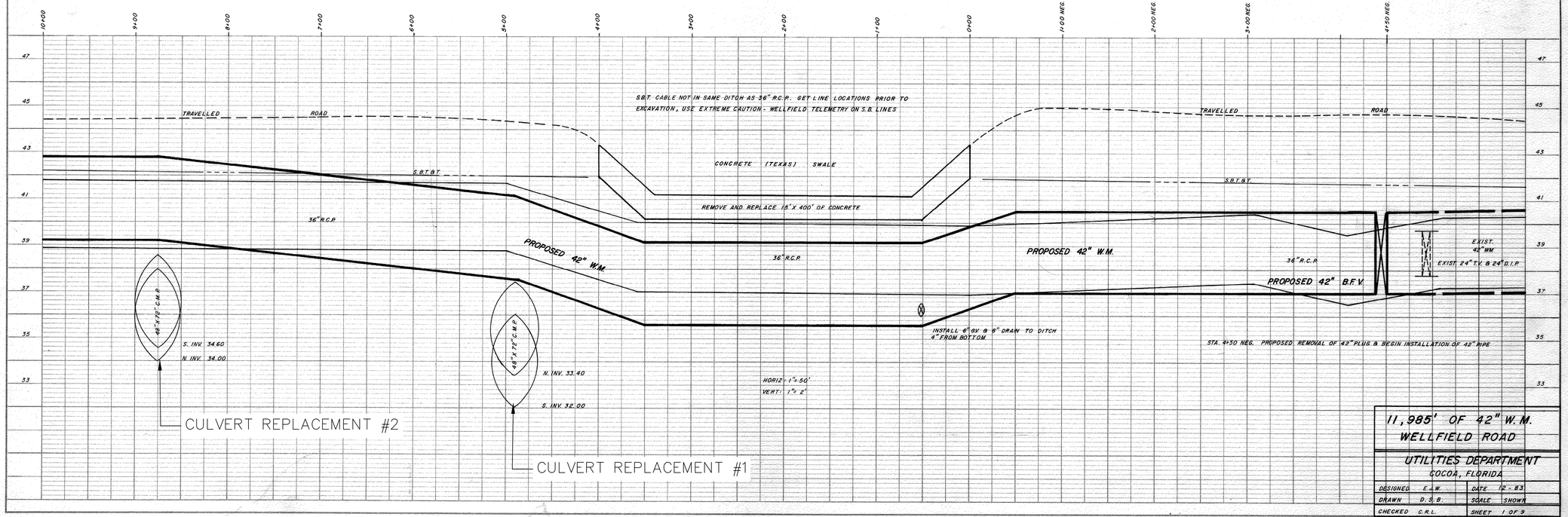
Rev.	Date	Description
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HORIZ. 1"= 50' VERT. 1"= 20'

WELL FIELD ROAD (PRIVATE)



NOTE: GATES MUST BE LOCKED & SECURED AT ALL TIMES WHEN NOT IN USE.



DATA FOR CULVERT #3 NOT AVAILABLE

11,985' OF 42" W.M.	
WELLFIELD ROAD	
UTILITIES DEPARTMENT	
COCOA, FLORIDA	
DESIGNED E.J.W.	DATE 12-83
DRAWN D.S.B.	SCALE SHOWN
CHECKED C.R.L.	SHEET 1 OF 9

PLAN: SURVEYED ____ DATE ____ | NOTE BOOK ____ ALIGNMENT CHECKED ____ | No. ____ FT. OF WAY CHECKED ____ | BY ____ DATE ____

PROFILE: SURVEYED ____ DATE ____ | NOTE BOOK ____ GRADES CHECKED ____ | No. ____ R.W.+ NOTED-STATIONS CHECKED ____ | BY ____ DATE ____

K&E PLATE 1, PLAN-PROFILE KEUFFEL & ESSER CO.
48 7024 Made in U.S.A.

Project No:

Scale: NOTED | Rev: A | Sheet No: 2/3 | Drawing No: C02

Project Title: COCOA WATER PLANT ROAD CULVERT REPLACEMENT

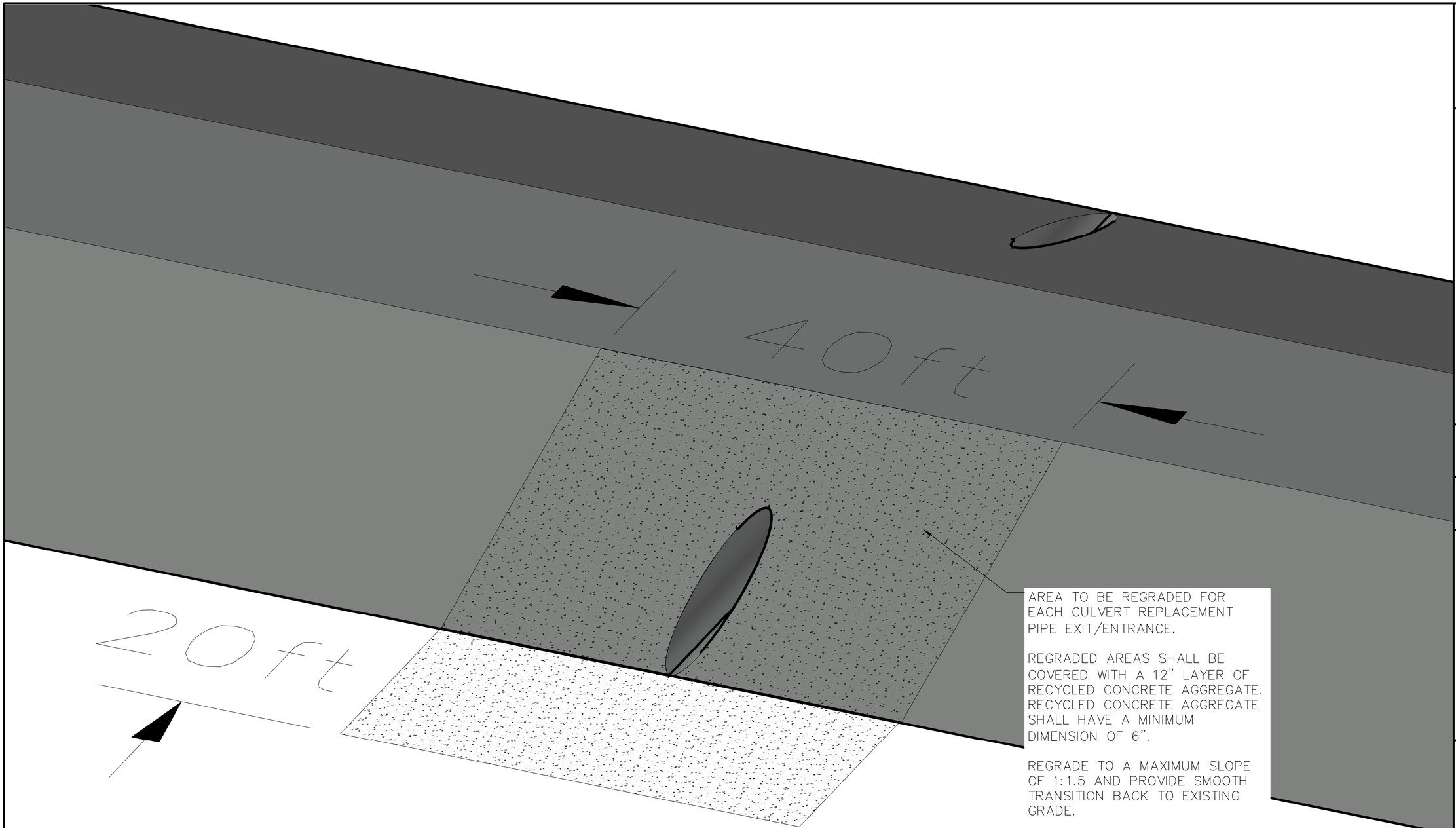
Drawing Name: PLAN & PROFILE VIEW

Designed By:	PED
Drawn By:	PED
Checked By:	
Reviewed By:	
Approved By:	

Issue Certification: Florida P.E. No.

Rev.	Date	Description

COCOA FLORIDA



AREA TO BE REGRADED FOR EACH CULVERT REPLACEMENT PIPE EXIT/ENTRANCE.

REGRADED AREAS SHALL BE COVERED WITH A 12" LAYER OF RECYCLED CONCRETE AGGREGATE. RECYCLED CONCRETE AGGREGATE SHALL HAVE A MINIMUM DIMENSION OF 6".

REGRADE TO A MAXIMUM SLOPE OF 1:1.5 AND PROVIDE SMOOTH TRANSITION BACK TO EXISTING GRADE.

Project No:

Scale: NOTED

Rev: A

Drawing No: C03

Sheet No: 3/3

Project Title: COCOA WATER PLANT ROAD CULVERT REPLACEMENT

Drawing Name: ISOMETRIC ENTRANCE/EXIT DETAIL

Designed By:	PED
Drawn By:	PED
Checked By:	
Reviewed By:	
Approved By:	

Issue Certification:

Florida P.E. No.

Rev.	Date	Description
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CITY OF COCOA

QUOTE TABULATION SHEET

QUOTE DUE DATE: Friday, April 8th, 2022 3:00 P.M.

COCOA WATER PLANT ROAD CULVERT REPLACEMENT PROJECT

VENDOR	00300 Quote Form TOTAL BASE QUOTE	Quote Form Attached	00330 Listing of Subcontractors	00675 Florida Trench Safety Act Certification And Discharge Statement Mandatory	Contractor E-Verify Affidavit	Receipt of Addendum #1	Receipt of Addendum #2
Atlantic Development of Cocoa, Inc. 2185 West King Street Cocoa, FL 32926	$502,547.50	Y	Y	Y	Y	Y	Y
Danus Utilities, Inc. 2320 Beardall Avenue Sandford, FL 32771	$517,625.00	Y	Y	Y	Y	Y	Y
Southern Underground Industries, Inc. 1454 SW 13th Court Pompano Beach, FL 33069	Did Not Quote						

Atlantic Development of Cocoa, Inc.

CITY OF COCOA

COCOA WATER PLANT ROAD CULVERT REPLACEMENT

RFQ # 20-18-COC

Glenn Grignon
ggrignon@atlanticdevelopmentofcocoa.com
C: (321)403-4896

2185 West King Street
Cocoa, FL 32926
P: (321) 639-8788 | F: (321) 632-3655

SECTION 00300 – QUOTE FORM

Cocoa Water Plant Road Culvert Replacement
City of Cocoa

Proposal of Atlantic Development of Cocoa, Inc.

(Name)

2185 W. King St., Cocoa, FL 32926

(Address)

to furnish all materials, service, equipment, and labor required, for Cocoa Water Plant Road Culvert Replacement as specified in the quote documents and in accordance with the Agreement for Utilities General Construction Contractor.

The undersigned has carefully examined the Contract Documents and is familiar with the nature and extent of the Work and materials and labor required. The undersigned agrees to do all of the Work called for by said specifications, in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided. This is a lump sum contract for all work, all materials, service, equipment, and labor required for the completion of this scope.

TOTAL QUOTE	$ 502,547.50

Five hundred two thousand five hundred forty seven dollars and fifty cents Dollars

(Total Written in words)

FAILURE TO COMPLETE THE ABOVE WILL RESULT IN THE QUOTE BEING DECLARED NON-RESPONSIVE.

The undersigned also agrees as follows:

1) The undersigned also agrees to commence the Work with an adequate force and equipment immediately after the date of receipt of Notice to Proceed/Original Purchase Order and substantially complete all work within seventy-five (75) days of Notice to Proceed or Purchase Order. The Contractor agrees to reimburse the City of Cocoa, Florida, as liquidated damages for each calendar day elapsing between the date herein specified as the day of substantial or full completion and the actual day of such completion of the contract work, the amount of five hundred dollars ($500.00) per calendar day.
2) The Contractor shall procure and shall maintain the insurance requirement during the life of this Contract.

Atlantic Development of Cocoa, Inc.

(Company or Corporation Name)

2185 W. King St.

(Street or P.O. Box)

Cocoa, FL 32926

(City, State and Zip Code)

(321) 639-8788

(Area Code and Phone Number)

(321) 632-3655

(Area Code and Fax Number)

GGRIGNON@ATLANTICDEVELOPMENTOFCOCOA.COM

(Email Address)

By: Glenn Grignon - Vice President

(Name Printed and Title)

Glenn S. Grignon

(Signature)

Quote Form for

Cocoa Water Plant Road Culvert Replacement

Item #	Description	Qty	Un	Unit $	Extended $
1	Mobilization/Demobilization	1	LS	16,047.50	16,047.50
2	Maintenance of Traffic	1	LS	11,500.00	11,500.00
3	Erosion Control	1	LS	13,125.00	13,125.00
4	48" x 72" (60" Circular Equivalent) Aluminum Corrugated Metal Pipe	300	LF	1,107.50	332,250.00
5	Road Base	45	CY	125.00	5,625.00
6	Clearing and Grubbing, Grading, and Recycled Concrete Aggregate	1,400	SY	85.00	119,000.00
7	Geotechnical Testing	1	LS	5,000.00	5,000.00

SECTION 00330 – LISTING OF SUBCONTRACTORS

The Contractor proposes that the following subcontractors are qualified to performed the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed the successful quoter shall not substitute subcontractors without approval from the Owner.

SUBCONTRACTOR	COMPANY NAME ADDRESS & PHONE NUMBER	REFERENCES
Testing	Name: KSM Engineering & Testing, Inc.	1.
	Address: PO Box 78-1377	2.
	City: Sabastian	
	State: FL zip: 32978	
	Phone: (561) 845-7445	3.

M.O.T.	Name: Flash-Rite, Inc.	1.
	Address: 115 Atlantic Dr.	2.
	City: Maitland	
	State: FL zip: 32751	
	Phone: (407) 834-0408	3.

	Name:	1.
	Address:	2.
	City:	
	State: zip:	
	Phone:	3.

	Name:	1.
	Address:	2.
	City:	
	State: zip:	
	Phone:	3.

SECTION 00675 – TRENCH SAFETY ACT CERTIFICATION

SECTION IK - FLORIDA TRENCH SAFETY ACT CERTIFICATION AND DISCHARGE STATEMENT MANDATORY

Contractor acknowledges that included in the various items of the proposal and in the Total Quote Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The contractor further identifies the costs to be summarized below.

	ITEM	TRENCH SAFEY MEASURE (DESCRIPTION)	UNIT OF MEASURE	UNIT	UNIT COST	EXTENDED COST
A		Sloping	SY	700	3.50	2,450.00
B						
C						
D						

These units, costs, and the unit prices inferred shall be disclosed solely for the purpose of compliance with the procedural requirements of the Florida Trench Safety Act.

This amount disclosed as the cost of compliance with the applicable trench safety requirement does not constitute the extent of the Contractor's obligation to comply with said standards. Contractor shall expend additional sums, at no additional cost to the OWNER (except as may otherwise be provided), which are necessary to so comply.

Acceptance of the Quote to which this certification and disclosure applies in no way represents that the OWNER or its representatives have evaluated and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the Contractor, of its sole responsibility to comply with the applicable trench safety requirements.

Atlantic Development of Cocoa, Inc.
Name of Firm

Authorized Signature

Date: April 07, 2022

This document shall be submitted with the Quote packet. Failure to complete the above may result in the Quote being declared non-responsive.

Cocoa Water Plant Road Culvert Replacement

Date: 03/30/2022

ADDENDUM #1

1.

a. **Question:** What is the estimated start date? Will this need to go to Council for approval, or will it be awarded after opening?

b. **Response:** Assuming the lowest quote received is over $50k, we'll have to take it to the 4/26 Council meeting for approval which is the earliest meeting we can get it on. A purchase order is expected to be issued by 5/6.

Cocoa Water Plant Road Culvert Replacement

Date: 04/06/2022

ADDENDUM #2

1.
   a. **Question:** Is there a project budget or project estimate?
   b. **Answer:** No.

2.
   a. **Question:** Is a performance and payment bond required?
   b. **Answer:** Yes.

3.
   a. **Question:** Have the existing culverts been dug up to determine their sizes?
   b. **Answer:** No, but record drawings indicate that the culverts are 48" x 72" corrugated metal pipe.

4.
   a. **Question:** Is there any way to completely close the road when construction is taking place?
   b. **Answer:** Cocoa Water Plant Road can only be closed when the wellfield roads are dry and not flooded. Authorization will need to be received from the Deseret Ranch.

5.
   a. **Question:** Are there electrical lines in the area?
   b. **Answer:** Yes, overhead electric lines run along the southern shoulder of Cocoa Water Plant Road.

6.
   a. **Question:** Will there be anywhere to stage materials?
   b. **Answer:** Yes, the City will make accommodations to allow materials to be staged at one of the nearby well sites or sludge pits.

7.
   a. **Question:** What should be done if hazardous wildlife is encountered?
   b. **Answer:** The Contractor shall ask the Deseret Ranch for direction on whether the animal should be killed or relocated. When necessary, the Contractor shall employ the services of a registered Florida Fish and Wildlife Conservation Commission Nuisance Wildlife Control Operator.

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Atlantic Development of Cocoa, Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

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

A true and correct copy of Atlantic Development of Cocoa, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Glenn Grignon

Date: April 07, 2022

STATE OF FLORIDA

COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this April 7, 2022 (date) by Glenn Grignon (name of officer or agent, title of officer or agent) of Atlantic Development of Cocoa, Inc. (name of corporation acknowledging) , a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal] Notary Public

Dennis R. Johnson

Name typed, printed or stamped

My Commission Expires: 01/18/2026

DENNIS R JOHNSON
Notary Public - State of Florida
Commission # HH 181141
My Comm. Expires Jan 18, 2026
Bonded through National Notary Assn.

Company ID Number: 774066

Approved by:

Employer Atlantic Development of Cocoa Inc.	
Name (Please Type or Print) Glenn S Grignon	Title
Signature Electronically Signed	Date 04/16/2014
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 04/16/2014

Company ID Number: 774066

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Atlantic Development of Cocoa Inc.
Company Facility Address	2185 West King Street Cocoa, FL 32926
Company Alternate Address	
County or Parish	BREVARD
Employer Identification Number	593357333
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1

Client#: 17916 ATLADEV

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/17/2020

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 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 Lanier Upshaw, Inc. 1115 US Hwy 98 South P.O. Box 468 Lakeland, FL 33802	CONTACT NAME: Angel McGhee PHONE (A/C, No, Ext): 863 686-2113 FAX (A/C, No): 863 682-6292 E-MAIL ADDRESS: Angel.McGhee@Lanierupshaw.com
INSURED Atlantic Development of Cocoa, Inc. 2185 W. King Street Cocoa, FL 32926	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Continental Insurance Co. — 35289 INSURER B : Transportation Insurance Company — 20494 INSURER C : Markel Insurance Company — 38970 INSURER D : Continental Casualty Co — 20443 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CPM607657636	04/23/2020	04/23/2021	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	X PD Ded:2,000						MED EXP (Any one person)	$15,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$1,000,000
	POLICY X PRO-JECT LOC						GENERAL AGGREGATE	$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$2,000,000
								$
D	AUTOMOBILE LIABILITY			BUA607657639	04/23/2020	04/23/2021	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 PIP						PIP	$10,000
A	X UMBRELLA LIAB X OCCUR			CUE607657638	04/23/2020	04/23/2021	EACH OCCURRENCE	$4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$4,000,000
	DED X RETENTION $10000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC6083180052	04/18/2020	04/18/2021	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$500,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$500,000
C	Rented or Leased Equipment			MKLM3IM00511	04/23/2020	04/23/2021	$400,000 Limit 1% Subject to $1000 Min	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Cocoa is included as additional insured in respects to general liability and auto liability as required by written contract. Waiver of subrogation applies to additional insured(s) for general liability, auto liability and workers compensation.

CERTIFICATE HOLDER

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

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ALM

Task Order Request Form

P-Form 2021.09 Revised 08/17/2021

Civil Engineering	2022-26
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 03/30/22 City Bid Number: RFQ-16-01-COC-A AMOUNT: $ 66,868.00

Vendor Name: Mead & Hunt /10228 Quote/Proposal Number:

Dept. Number/Division Name: 3570 SW/ 3510 Streets

Project Name: Fiske Blvd/ Broadmoor Acres Drainage Imp. Project Number: PW175I

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

Bidding Assistance and Engineer of Record Services: Assisting Tierra and the City of Cocoa with the Fiske Blvd. and Broadmoor Acres Drainage Improvement Project:
Phase II:Bidding Assistance @ $14,525 (Lump Sum Basis)
Phase II: EOR Services During Construction @ $52,353 (Time & Expense)

TOTAL $66,868.00 - Amount is being cost shared between Streets and Stormwater

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: 2022-26

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.

RESOLUTION NO.

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 COCOA WATER PLANT ROAD CULVERT REPLACEMENT PROJECT, PROJECT NO. WS22DC IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE 20 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 26, 2022, the City Council authorized the City Manager to proceed with the Cocoa Water Plant Road Culvert Replacement Project, Project No. WS22DC, 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 Cocoa Water Plant Road Culvert Replacement Project, Project No. WS22DC, provided the total amount of approved change orders and any additional service contracts do not exceed the construction budget. The construction budget is $502,547.50 and allows for a 20% contingency in the amount of $100,509.50 set aside for possible change orders, for a total of $603,507 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 26, 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

AGREEMENT FOR UTILITIES
GENERAL CONSTRUCTION CONTRACTOR

THIS AGREEMENT is made and entered into this 9th day of November, 2020, by and between the **CITY OF COCOA, FLORIDA**, a Florida Municipal Corporation, hereinafter referred to as "City", located at 65 Stone Street, Cocoa 32922, and **ATLANTIC DEVELOPMENT OF COCOA, Inc.** 2185 West King Street, Cocoa, Florida 32926, hereinafter referred to as "Utility Contractor".

WITNESSETH:

WHEREAS, City wishes to obtain underground utility services on a continuing basis; and

WHEREAS, the City has followed the selection and negotiation process set forth in the Florida's Consultants' Competitive Negotiation Act, Section 287.055, *Florida Statutes;* and

WHEREAS, Utility Contractor participated in the selection and negotiation process and Utility Contactor was one of several contractors chosen by the City Council at a duly held meeting on October 27, 2020 to perform future services on an as needed basis; and

WHEREAS, Utility Contractor is willing to provide such underground utility 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. This Agreement may be renewed by mutual agreement of the Parties for a maximum of two (2) separate two (2) year renewal terms.

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

1.3 Definitions. The following words and phrases used in this Agreement 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 Utility Contractor to provide the construction services approved by Task Authorization by the City.

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

C. "Utility Contractor" shall mean **Atlantic Development of Cocoa Inc.,** 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 Utility Contractor or Utility Contractor's independent professional associates and consultants which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, or any other actual expenses the City agrees to reimburse by Task Authorization.

F. "Work" or "Services" shall be used interchangeably and shall include the performance of the work agreed to by the parties in a Task Authorization.

G. "Task Authorization" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 3.0 herein, which sets forth the Work to be performed by Utility Contractor under this Agreement.

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of Utility Contractor to perform underground utility services on a "Task" basis. The City will communicate with Utility Contractor, verbally or in writing, a general description of the task to be performed. The Utility 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. If a site visit by Utility Contractor is needed to generate the scope document, Utility Contractor shall request approval prior to visiting the site. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Authorization". The Scope of Services generally to be provided by the Utility Contractor through a Task Authorization may include any phases of utility construction. These phases are more clearly defined in the attached **Exhibit "A".** Nothing herein shall be construed to guarantee that Utility Contractor will be assigned a Task.

2.2 The City will issue a Notice to Proceed to the Utility Contractor in the form of a City purchase order. Upon receipt of the signed Task Authorization and a written Notice to Proceed from the City, the Utility Contractor shall perform the services set forth in the Task Authorization.

2.3 For each Task Authorization in excess of $25,000.00, Utility Contractor shall supply a materials, performance and payment bond(s) in accordance with Florida law and in substantially in conformance with the form attached to the Agreement **Exhibit "B"** and

approved by the City Attorney. The materials, performance, and payment amounts shall be in an amount equal to the total Contract Price for the Work required by the Task Authorization. The issuance of bonds required under this Agreement shall not relieve Utility Contractor of any liability under the Agreement and any applicable Task Authorization. Utility Contractor shall remain jointly and severally liable with any surety issuing a bond under the Task Authorization. The premium for such bonds shall be paid by the Utility Contractor.

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 Utility Contractor. If such changes increase (additional services) or decrease or eliminate any amount of work, City and Utility Contractor will negotiate any change in total cost or schedule modifications. If the City and Utility Contractor approve any change(s), the Task Authorization will be modified in writing to reflect the change(s); and Utility Contractor shall be compensated for said service(s) in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by City's and Utility Contractor's designated representative.

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

4.0 SCHEDULE; LIQUIDATED DAMAGES

4.1 Utility Contractor shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Authorization. The parties acknowledge that the agreed upon schedule provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms. Utility 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 Utility 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 Utility Contractor without City's prior written consent, except as provided in Sections 3.1 and 20.1 herein.

4.3 Unless otherwise expressly provided in the Task Authorization, City and Utility Contractor recognize that time is of the essence of this Agreement and that City will suffer financial loss if the Work required by a Task Authorization is not substantially complete within the time specified therein, plus any extensions thereof allowed in accordance with a written change order. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by City if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, City and Utility Contractor agree that as liquidated damages for delay (but not as a penalty) Utility Contractor shall pay City five hundred dollars ($500.00) per day for each day that expires after the time specified in the applicable Task Authorization for both substantial and final completion until the work is completed within said time period, and that City has paid to the Utility Contractor the consideration of ten ($10.00) dollars as consideration for this provision.

The liquidated damages shall be payable in addition to any excess expenses or costs payable by the Utility Contractor to the City under this Agreement and applicable Task Authorization, and shall not preclude the recovery of damages by the City under other provisions of the Agreement, except claims related to Utility Contractor's delays in substantial completion. The City's right to receive liquidated damages shall in no manner affect the City's right to terminate the Agreement or any applicable Task Authorization, as provided in this Agreement or elsewhere in the Task Authorization. The City's exercise of the right to terminate shall not release the Utility Contractor from the obligation to pay said liquidated damages.

When the City reasonably believes (i) that substantial completion will be inexcusably delayed; or (ii) that the Utility Contractor will fail to achieve final completion by the date of final completion, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Utility Contractor the daily amount specified for liquidated damages for each calendar day of the unexcused delay. If and when the Utility Contractor overcomes the delay in timely achieving substantial completion or final completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Utility Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF UTILITY CONTRACTOR

5.1 General Services. For basic and additional Services performed by Utility Contractor's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Utility Contractor an amount equal to that agreed upon by the parties for a particular Task Authorization.

5.2 Additional Services Performed by Professional Associates and Consultants. For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Utility Contractor to render additional Services pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Utility Contractor an amount equal to that billed Utility Contractor by the independent professional associates and consultants multiplied by a factor of 1.10. Prior to payment by the City, the Utility Contractor shall submit to the City a copy of any written invoice received by Utility Contractor 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 Utility 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 Utility 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 Authorization.

5.4 Reimbursable Expenses. In addition to payments provided in paragraphs 5.1, 5.2 and 5.3 above, City agrees to pay Utility Contractor the actual cost of all Reimbursable Expenses incurred in connection with any Task Authorization.

5.5 Payment. Upon receipt of a proper invoice from Utility Contractor, the City agrees to pay the Utility Contractor the invoice amount providing said amount accurately reflects the terms and conditions of this Agreement and any applicable Task Authorization. Invoices may only be submitted on a monthly basis unless otherwise agreed by the City. Unless otherwise agreed in writing by the City, there shall be no other compensation paid to the Utility Contractor and its principals, employees, resident project representatives (and assistants), and independent professional associates and consultants in the performance of Work under this Agreement. The City agrees to make all payments due within thirty (30) days of receipt of a proper invoice delivered by Utility Contractor.

5.6 Witholding Payments. Progress payments may be withheld if:

a. Work is found defective and not remedied;

b. Utility Contractor does not make prompt and proper payments to subcontractors;

c. Utility Contractor does not make prompt and proper payments for labor, materials, or equipment furnished him;

d. Another Contractor is damaged by an act for which Utility Contractor is responsible;

e. Claims or liens are filed on the job; or

f. In the opinion of the City, Utility Contractor's work is not progressing satisfactorily.

5.7 **Final Payment.** The City shall withhold up to 5% of the Contract Price set forth in any Task Authorization throughout the subject project in accordance with the Local Government Prompt Payment Act ("Act"). City shall promptly make payment to the Utility Contractor unless the City has grounds, under the Act, for withholding the payment of the retainage. The remaining retainage amount withheld shall be released with the Final Payment after the issuance of the Final Completion Certificate. City shall make final payment to Utility Contractor within thirty (30) days after the work is fully and properly completed, if the contract has been fully and timely performed, but subject to the condition that final payment shall not be due until Utility Contractor has delivered to CITY a complete release of liens arising out of the Task Authorization, or receipt of releases of lien fully covering all labor, materials and equipment for which a lien could be filed, or in the alternative a bond satisfactory to City indemnifying him against such claims.

By making payments, City does not waive claims including but not limited to those relating to:

a. Faulty work appearing after substantial completion has been granted;

b. Work that does not comply with the Task Authorization and this Agreement;

c. Outstanding claims of liens; or

d. Failure of Utility Contractor to comply with any special guarantees required by the Agreement and applicable Task Authorization.

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 Utility Contractor. The City shall be given free access to the worksite at all times during work preparation and progress. The City's Project Manager is not obligated to make exhaustive or continuous onsite inspections to perform his or her duties of checking and reporting on work progress, and any such inspections shall not waive City's claim regarding defective work by Utility Contractor.

6.2 No inspection, review, or observation shall relieve Utility Contractor of its responsibility under this Agreement. The City will not be responsible for the means of construction, or for the sequences, methods and procedures used therein, or for the Utility Contractor's failure to perform the work in accordance with the applicable Task Authorization and this Agreements.

7.0 PROGRESS MEETING

7.1 City's Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of work entered into under this Agreement. Utility Contractor's Project Manager and all other appropriate personnel shall attend such meetings as designated by the City's Project Manager. The City's review, inspection, or approval of any Work, applications for payment, or other submittals shall be solely for the purpose of determining whether the same are generally consistent with the City's scope and requirements for the Project. No review, inspection, or approval by the City of such Work or documents shall relieve the Utility Contractor of its responsibility for the performance of its obligations under the applicable Task Authorization or the accuracy, adequacy, fitness, suitability, or coordination of the Work. Approval by any governmental or other regulatory agency or other governing body of any Work, design document, or construction document shall not relieve Utility Contractor of responsibility for the performance of its obligations under this Agreement and applicable Task Authorization. Payment by the City pursuant to the this Agreement shall not constitute a waiver of any of the City's rights under this Agreement or at law, and the Utility Contractor expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by the City. Notwithstanding the foregoing, prompt written notice shall be given by the City or City Project Manager to the Utility Contractor if the City becomes aware of any fault or defect in the subject Project or non-conformance with this Agreement and applicable Task Authorization. Furthermore, the City shall not have control or charge of construction means, methods,

techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor shall the Utility Contractor, for any of the foregoing purposes, be deemed the agent of the City.

8.0 RESPONSIBILITIES OF CONTRACTOR The Utility Contractor's duties and rights in connection with any Task Authorization issued by the City herein are as follows:

8.1 Responsibility for Supervision and Construction. Utility Contractor shall be solely responsible for all construction under the Task Authorization, including the techniques, sequences, procedures and means, for the coordination of all work. Utility Contractor shall supervise and direct the work, and give it all attention necessary for such proper supervision and direction.

8.2 Discipline and Employment. Utility Contractor shall maintain at all times strict discipline among his employees, and he agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which he was employed.

8.3 Furnishing of Labor, Materials, etc. Utility Contractor shall provide and pay for all labor, materials and equipment, including tools, construction equipment and machinery, utilities, including water, transportation, and all other facilities and work necessary for the proper completion of work on the project in accordance with this Agreement and Task Authorization.

8.4 Payment of Taxes: Procurement of Licenses and Permits. Utility Contractor shall secure all licenses and permits necessary for proper completion of the work, paying the fees thereof. Utility Contractor warrants that it (and subcontractors or tradesmen, if authorized in the Task Authorization) hold or will secure all trade or professional licenses required by law for the Utility Contractor to undertake the Work required by the Task Authorization.

8.5 Guarantee. The Utility Contractor hereby guarantees the Work to the full extent provided in the Task Authorization and any applicable Plans, Specifications, General Conditions, Special Conditions and other contract documents. The Utility Contractor shall remove, replace and/or repair at its own expense and at the convenience of the City any faulty, defective or improper Work, materials or equipment discovered within one (1) year from the date of the acceptance of the project as a whole by the City or for such longer period as may be provided in the applicable Task Authorization, Plans, Specifications, General Conditions, Special Conditions or other contract documents. Without limiting the generality of the foregoing, the Utility Contractor warrants to the City, that all materials and equipment furnished under this Agreement and Task Authorizations will be of first class quality and new, unless otherwise required or permitted by the applicable Task Authorization, that the Work performed pursuant to this Agreement will be free from defects and that the Work will strictly conform with the requirements of the Task Authorization. Work not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered defective. All warranties contained in this Agreement and in the Task Authorization shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law. Furthermore, Utility Contractor will provide written guarantee for work and materials for a minimum of one (1) calendar year after acceptance by City unless a longer time period is

required by a Task Authorization. The one (1) period is not a limitation upon manufacturer warranties or Utility Contractor's payment and performance Bond(s).

8.6 Preparation/Sufficiency of Site. The Utility Contractor shall, among other things, and as applicable: (i) visit and thoroughly inspect the Project Sites and any structure(s) or other man-made features to be modified and become familiar with local conditions under which the Project will be constructed and operated; (ii) familiarize itself with any provided survey, including the location of all existing buildings, utilities, conditions, streets, equipment, components, and other attributes having or likely to have an impact on the Project; (iii) familiarize itself with the City's layout and design requirements, conceptual design objectives, and budget for the Projects; (iv) familiarize itself with pertinent Project dates, including the Project Schedule; (v) review and analyze all Project geotechnical, hazardous substances, structural, chemical, electrical, mechanical, and construction materials tests, investigations, and recommendations; and (vi) gather any other information necessary for a thorough understanding of the Project. If the Project involve modifications to any existing structure(s) or other man-made feature(s) on the Project Site, the Utility Contractor shall also review all as-built and record drawings, plans, and specifications of which the Utility Contractor has been informed by the City, and shall thoroughly inspect the existing structure(s) and man-made feature(s) to identify existing deficiencies and ascertain the specific locations of pertinent structural components. Claims by the Utility Contractor resulting from its failure to familiarize itself with the Project Sites or pertinent documents shall be deemed waived.

8.7 Safety. Utility 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 Utility 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, Utility Contractor shall be responsible for providing the types of insurance and limits of liability as set forth below.

A. Professional Liability: If professional services are rendered under any Task Authorization, proof of professional liability insurance shall be provided to the City for the minimum amount of $1,000,000 as the combined single limit for each occurrence.

B. The Utility Contractor shall maintain comprehensive general liability insurance in the minimum amount of $2,000,000 as the combined single limit for each occurrence to protect the Utility Contractor from claims of property damages which may arise from any Services performed under this Agreement whether such Services are performed by the Utility Contractor or by anyone directly employed by or contracting with the Utility Contractor.

C. The Utility Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $50,000 property damage as the combined single limit for each occurrence to protect the Utility 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 Utility Contractor or by anyone directly or indirectly employed by the Utility Contractor.

D. Utility 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.

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 30-day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **With the exception of any required professional insurance policy hereunder, the City shall be an additional named insured on all stipulated insurance policies as its interest may appear, from time to time.**

10.3 Independent Associates and Consultants. All independent associates and consultants employed by Utility 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 Utility 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 Utility Contractor represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Authorization, shall be consistent with recognized and sound construction practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered.

12.2 Utility 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 Utility Contractor guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademarks infringement. Notwithstanding

any other provision of this Agreement, Utility Contractor shall indemnify, hold harmless, and defend City, its officers, directors, attorneys, 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, Utility 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, Utility 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 Utility 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 City or the Utility 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 Utility 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 CITY'S CUSTODIAN OF PUBLIC RECORDS/CITY CLERK AT (321) 433-8484, 65 STONE STREET, COCOA, FLORIDA 32922.

Utility Contractor is required to and agrees to comply with public records laws. Utility Contractor shall keep and maintain all public records required by City to perform the services as agreed to herein. Utility 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. Utility 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, Utility Contractor shall transfer to City, at no cost, all public records in possession of the Utility Contractor, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Utility 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 Utility 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 City, upon request from the City Clerk, in a format that is compatible with the information technology systems of 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 Utility Contractor of the request and the Utility Contractor shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Utility Contractor does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Utility Contractor acknowledges that if the Utility Contractor does not provide the public records to the City within a reasonable time, the Utility Contractor may be subject to penalties under Section 119.10, Florida Statutes. The Utility Contractor acknowledges that if a civil action is filed against the Utility Contractor to compel production of public records relating to this Agreement, the court may assess and award against Utility 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 Utility Contractor, be open and freely exhibited to the City for the purpose of examination, audit or otherwise. Failure by Utility 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 Utility 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 Utility Contractor failure to comply with this Section, the City shall collect from Utility Contractor prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Utility 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 Utility Contractor 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 Utility Contractor and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein 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 adoption by the Utility 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 Utility Contractor.

14.3 The Utility Contractor acknowledges that the City is a Florida Municipal Corporation and subject to the Florida Public Records Law. Utility Contractor agrees that to the extent any document produced by Utility Contractor under this Agreement constitutes a Public Record, Utility Contractor shall comply with the Florida Public Records Law.

15.0 ASSIGNMENT

15.1 Utility Contractor shall not assign or subcontract this Agreement, any Task Authorization hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

15.2 If upon receiving written approval from City, any part of this Agreement is subcontracted by Utility Contractor, Utility 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 Utility Contractor who shall take immediate steps to remedy the situation.

15.4 If any part of this Agreement is subcontracted by Utility Contractor, prior to the commencement of any Work by the subcontractor, Utility 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, Utility Contractor shall be considered an independent contractor and not an employee of the City.

17.0 TERMINATION; DEFAULT BY UTILITY CONTRACTOR 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, at any time with or without cause. Without limitation, the following shall be considered cause for terminating this Agreement and shall constitute a default hereunder:

17.2 Utility Contractor defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Utility Contractor shall have such time as is reasonably necessary to remedy the default, provided the Utility Contractor promptly takes and diligently pursues such actions as are necessary.

17.3 Utility Contractor is adjudicated bankrupt or makes any assignment for the benefit of creditors or Utility Contractor becomes insolvent, or is unable or unwilling to pay its debts; or

17.4 Utility Contractor has acted negligently, as defined by general and applicable law, in performing the Work hereunder; or

17.5 Utility Contractor has committed any act of fraud upon the City; or

17.6 Utility Contractor has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

17.7 Utility 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.

17.8 Utility Contractor fails to comply with any condition or provision of this Agreement including any Task Authorization.

17.9 Notwithstanding the aforementioned, in the event of a default by Utility 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. 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. Additionally, in the event of such termination upon default and breach of this Agreement, the City may take possession of the Project Site and of all materials, tools, and appliances thereon and finish the work by whatever method the City may deem expedient. Any completed services performed by Utility Contractor under this Agreement shall, at the option of the City, become the City's property and Utility Contractor shall be entitled to receive equitable compensation for any Work completed to the satisfaction of the City. The Utility 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, and the City may withhold any payments to Utility Contractor for the purpose of setoff until such time as the amount of damages due to the City from Utility Contractor can be determined.

18.0 FORCE MAJEURE

18.1 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; plague; pandemic; flood; windstorm; explosion; riot; ware; 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 (60) days, either party may terminate this Agreement.

19.0 GOVERNING LAW & VENUE

19.1 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.

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

20.0 HEADINGS

20.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

21.0 SEVERABILITY

21.1 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.

22.0 WAIVER AND ELECTION OF REMEDIES

22.1 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.

22.2 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.

23.0 THIRD PARTY RIGHTS

23.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Utility Contractor.

24.0 PROHIBITION AGAINST CONTINGENT FEES

24.1 Utility Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Utility 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 Utility Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

25.0 ENTIRE AGREEMENT

25.1 This Agreement, including any Task Authorizations and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Utility Contractor with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded. The terms and conditions of this Agreement shall be deemed automatically incorporated into any Task Authorization approved and executed hereunder regardless if the Task Authorization references this Agreement.

26.0 NO JOINT VENTURE

26.1 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.

27.0 ATTORNEY'S FEES

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

28.0 COUNTERPARTS

28.1 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.

29.0 AGREEMENT INTERPRETATION; DRAFTING

29.1 At its discretion, during the course of the work, should any errors, ambiguities or discrepancies be found in the Agreement or specifications, the City at its sole discretion will interpret the intent of the Agreement and work descriptions and the Utility Contractor hereby agrees to abide by the City's interpretation and agrees to carry out the work in accordance with the decision of the City. When the material, article or equipment is designated by a brand name and more than one brand name is listed, it will be understood that the work is based on one brand name only. The Utility Contractor will be responsible for all coordination necessary to accommodate the material, article or equipment being provided without additional cost to the City. A substitute material, article or equipment is allowed if it is reasonably equivalent to the brand name specified. The City has full discretion to decide whether a substitute is reasonably equivalent. Utility Contractor must notify the City prior to use of the substitute for a specified brand name and allow the City to make a determination before Utility Contractor uses the substitute.

29.2 City and Utility 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 in a court of competent jurisdiction, except as provided in Section 29.1.

30.0 NON-DISCRIMINATION

30.1 Utility Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

31.0 PUBLIC ENTITY CRIMES

31.1 As provided in §287.132 and §287.133, *Florida Statutes*, by entering into this Contract or performing any work in furtherance hereof, the Utility Contractor certifies that it, its affiliates, suppliers, subcontractors and Contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by §287.133(3)(1), *Florida Statutes*.

32.0 CODE REQUIREMENTS

32.1 The Utility Contractor and its subcontractors on any project must be familiar with all applicable Federal, State, County, City and Local Laws, Regulations or Codes and be governed accordingly as they will apply to the project and the actions or operations of those engaged in the work or concerning materials used. Utility Contractor shall ask for and receive any required inspections.

33.0 TESTING

33.1 The Utility Contractor shall be responsible for all tests and testing required by this Contract, unless otherwise specified. All testing shall be done in the presence of a representative of the City. The City reserves the right to test all materials, products, installations and equipment.

33.2 All pipelines will be placed in satisfactory operating condition by the Utility Contractor prior to final payment, and the Utility Contractor shall furnish a letter addressed to the City advising that the completed Work has been installed in accordance with the plans and specifications of this Contract and that all items are in proper operating condition.

34.0 CITY'S RIGHT TO STOP WORK

34.1 If the Utility Contractor persistently fails or refuses to perform the Work in accordance with the contract documents, the City shall have the right, but not an obligation, to order the Utility Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the City orders that the Work be resumed. In such event, the Utility Contractor shall immediately obey such order. A stop work directive provided under this paragraph shall not entitle the Utility Contractor to an extension of the completion date.

35.0 CITY'S RIGHT TO PERFORM WORK

35.1 If the Utility Contractor's Work is stopped by City, or if the Utility Contractor persistently fails or refuses to perform the Work in accordance with the contract documents, and the Utility Contractor fails within three (3) working days of such stoppage, failure, or refusal, to provide adequate assurance to the City that the cause of such stoppage, failure, or refusal will be

eliminated or corrected, then the City may, without prejudice to any other rights or remedies the City may have against Utility Contractor, proceed to carry out the subject Work. In such a situation, an appropriate change order shall be issued deducting from the contract price the cost of correcting the subject deficiencies, plus compensation for the City's Consultant's additional services and expenses necessitated thereby, if any. If the unpaid portion of the contract price is insufficient to cover the amount due the City, the Utility Contractor shall pay the difference to the City.

36.0 EMERGENCIES

36.1 All emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Utility Contractor, without special instruction or authorization from the City or the City's authorized representative, is obligated to immediately act to prevent threatened damage, injury, or loss. The Utility Contractor shall give the City's authorized representative(s) written documentation within three (3) days from the inception of said emergency if the Utility Contractor believes that any significant changes in the Work or variations from the contract documents have been caused thereby. If the City's authorized representative determines that a change in the contract documents is required because of action taken by the Utility Contractor in response to such an emergency, a change order will be issued to document the consequences of such action.

37.0 WARRANTY / GUARANTEE

Unless otherwise required by the specifications, the Utility Contractor shall furnish a one (1) year warranty on all equipment, furnishings, and installation provided hereunder against defect in material and/or workmanship. The warranty shall become effective on the Date of Substantial Completion and acceptance by the City or as otherwise required by law. Should any defect in materials or workmanship, excepting ordinary wear and tear, be discovered during the above-stated warranty period, the Utility Contractor, upon written notice from the City, shall immediately repair or replace same at no cost to the City. The Utility Contractor will not be liable under the above warranty for any defects or damages resulting from unforeseeable causes beyond the control, and without fault or negligence, of the Utility Contractor, such as misuse or neglect by the City, acts of God, fires, floods and hurricanes.

38.0 WAIVER OF JURY TRIAL

38.1 The City and Utility Contractor hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the construction of the work, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

39.0 BARRICADES

39.1 The Utility Contractor shall provide all barricades and/or protective safety devices and shall take all necessary precautions to protect all personnel and property. The

Utility Contractor shall remove said barricades and/or safety devices from City property at the completion of the project.

40.0 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

40.1 By the submission of its Bid, Bidder certifies that all material, equipment, etc. contained in its bid meets all Occupational Safety and Health Act (OSHA) requirements. Bidder further certifies that if it is the successful Bidder, and any of the material, equipment, etc. delivered is subsequently found to be deficient of any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the Bidder. Furthermore, in compliance with Florida law, any item delivered from a Task assigned under this Agreement must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must include the following information:

A. The chemical name and common name of the toxic substance

B. The hazards or other risks in the use of the toxic substances including:

1. The potential for fire, explosion, corrosion and reactivity
2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance
3. The primary routes of entry and symptoms of over-exposure

C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over-exposure

D. The emergency procedure for spills, fire, disposal and first aid

E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information

41.0 STORAGE, REMOVAL AND DISPOSAL OF SOLID WASTE/CONSTRUCTION DEBRIS

41.1 The Utility Contractor must comply with all applicable City Codes and solid waste franchise agreements regarding the storage, removal, and disposal of solid waste and construction debris. Prior to performing any Services required hereunder, the Utility Contractor shall contact the City's Utilities Department for information relative to complying with this section.

42.0 MATERIALS, INSTALLATION AND PERFORMANCE

42.1 The Utility Contractor shall be responsible for the provision, installation and performance of all equipment, materials, services, etc. offered in their Bid. The Utility Contractor is in no way relieved of the responsibility for the performance of all equipment furnished or of assuring the timely delivery of materials, equipment, etc. even though it is not of their own manufacture. Unless otherwise specified, material storage shall be on site and within the defined area of the Work and within the Utility Contractor's area of responsibility.

43.0 SET UP AND CONNECTIONS

43.1 All equipment is to be set up, connected to utilities, checked and demonstrated at no charge to the City. The Utility Contractor shall be responsible for all transportation, off-loading, handling, storage and installation of any City-furnished Utility Contractor-installed material and equipment.

44.0 SAFETY AND PROTECTION OF PROPERTY

44.1 The Utility Contractor shall take all reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to, its employees on the Work and all other persons who may be affected thereby; the Work and materials and equipment to be incorporated therein; and all other property at the site or adjacent thereto including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Utility Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss, and shall give all notices required by same. This requirement includes, but is not limited to, the United Sates Occupational Safety and Health Act and the Florida Trench Safety Act, *Florida Statute* §553.60.

45.0 TAXES

45.1 The Utility Contractor shall pay all applicable sales, consumer-use, and other similar taxes required by law. The Utility Contractor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.

46.1 ENTIRETY OF CONTRACT

46.1 The City and the Utility Contractor agree that this Contract sets forth the entire Contract between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 3.0 – Changes in the Scope of Work.

47.0 NOTICE

For Utility Contractor
Atlantic Development of Cocoa, Inc.

2185 West King Street
Cocoa, Florida 32926
Attention: _____
Phone: 321-639-8788

For City:

City of Cocoa/ Utilities Department
Attention: Utilities Director
351 Shearer Blvd.
Cocoa, Florida 32922
(321) 433-8710

47.1 Either party may change the notice address by providing the other party written notice of the change.

48.0 SOVEREIGN IMMUNITY

48.1 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 two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph shall survive termination of this Agreement.

49.0 CORPORATE REPRESENTATIONS BY UTILITY CONTRACTOR

49.1 Utility Contractor hereby represents and warrants to the City the following:

A. Utility 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 Utility Contractor has the power, authority, and legal right to execute and deliver this Agreement on behalf of Utility Contractor.

50.0 INDEMNIFICATION.

50.1 For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Utility Contractor shall indemnify, hold harmless and defend the City, its officers, agents, officials, representatives, employees, and/or

attorneys against any and all liability, loss, cost, damages, expenses, claim or actions, of whatever type, including but not limited to attorney's fees and suit costs, for 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 Utility Contractor, its agent(s), vendors, contractors, subcontractor(s), representatives, servants or employees in the execution, performance or non-performance or failure to adequately perform Utility Contractor's obligations pursuant to this Agreement and any and all Task Authorizations hereunder.

50.2 The indemnification provided above shall obligate the indemnifying party to defend at its own expense or to provide for such defense, at the sole 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, its officers, agents, officials, representatives, employees, and/or attorneys which may result from the services under this Agreement whether the services be performed by the indemnifying party or anyone directly or indirectly employed or hired by them. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included with this indemnification provided herein, as long as said fees are reasonable. This paragraph shall survive termination of this Agreement.

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

PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE CONTRACTOR MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

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: _____
Stockton Whitten, City Manager

ATTEST:

Carie Shealy, City Clerk

SEAL
FLORIDA

UTILITY CONTRACTOR:

Atlantic Development of Cocoa, Inc.:

By: _____
Print Name/Title: GLENN S. GRIGNON
VICE PRESIDENT

EXHIBIT "A"

SCOPE OF SERVICES
UTILITY GENERAL CONSTRUCTION CONTRACTOR
AGREEMENT

The Scope of Services to be provided by the Utility Contractor shall include all phases of underground utility services. The Utility Contractor has already been pre-qualified by City to perform the following:

- Install new water, sewer, and/or reclaim pressure pipe, gravity main, manholes, valves, fire hydrants, service lines, air release valves, and other associated infrastructure and appurtenances.
- Repair and/or replace water, sewer, and/or reclaim pressure pipe, gravity main, manholes, valves, fire hydrants, service lines, air release valves, and other associated infrastructure and appurtenances.
- Repair and/or replace or installation of new piping and associated appurtenances located at the water and wastewater plants and the wellfield
- Perform line stops / install insert valves on various size pipe to include large diameter transmission mains
- The projects will consist of various size pipe consisting of various materials: i.e.: metal, plastic, Asbestos Cement Pipe, and reinforced concrete.
- All work on the City of Cocoa Utility system shall meet the requirements of the City of Cocoa Utilities Technical Provisions and Standard Details
- The Contractor shall include a Critical Path Method Schedule for each project. The requirements will be detailed in the specifications for each project.
- Work shall include any associated restoration, maintenance of traffic, erosion control, clearing and grubbing, or other similar ancillary work to complete the project
- Restoration of FDOT, Brevard County, City of Cocoa, or other local jurisdiction roads (to included driveways, curbing, and sidewalk), storm water systems, and/or other utilities affected by the utility work. The restoration shall be per the governing authority's specifications and requirements
- Contractor shall meet all safety requirements as required by all governing State law, municipal ordinances, OSHA Standards, and as may be necessary to protect life, property, or the work.

Quotes will first be obtained from Utility Contractor prior to commencement of any planned project. The City shall retain the right to refuse any quote for just cause.

For each project Utility Contractor will supply the following:

A. Labor, equipment and material (unless material is supplied by City by mutual agreement)

B. Traffic control: On-site personnel must be certified in FDOT Maintenance of Traffic Level III Work Zone Training.

C. Supervision: On-site personnel in charge must be OSHA Certified Competent Person

D. De-watering

E. As-built drawings: When project is completed

EXHIBIT "B"

FORM

PUBLIC CONSTRUCTION BOND

In compliance with Section 255.05, Florida Statutes

BOND NO.:	
Contractor Name:	
Contractor Address:	
Contractor Phone No.:	
Surety Company:	
Surety Agent:	
Owner Name:	City of Cocoa
Owner Address:	65 Stone Street
	Cocoa, Florida 32922
Owner Phone No.	(321) 433-8710
Owner Fax No.	
Owner Email:	
Contract Date:	
Contract Amount:	$
Bond Amount:	$
Contract No. (if applicable):	
Description of Work:	
Project Address:	
Legal Description:	

Bid Number:	

BY THIS BOND, We,_____., a _____as Principal, and _____ a _____ Corporation as Surety, are hereby bound to the **CITY OF COCOA**, a Florida municipal corporation , herein called Owner, in the sum of **$**_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

a. Performs the _____Agreement dated _____, 20____, ("Agreement") between Principal and Owner for construction of the _____as specified in the Agreement, the Agreement being made a part of this bond by reference, at the times and in the manner prescribed in this Agreement; and

b. Promptly makes payments to all claimants, as defined in section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Agreement; and

c. Pays Owner all losses, damages, including delay damages, expenses, and costs that Owner sustains because of a default by Principal under the Agreement; and

d. Performs the guarantee of all work and materials furnished under the Agreement for the time specified in the Agreement and by law including all warranties and guarantees specified in the Agreement, then this bond is to be void; otherwise it remains in full force and effect.

e. In any action against this performance bond, the Owner is entitled to attorney's fees under sections 627.428 and 627.756, Florida Statutes, and Danis Industries Corp. v. Ground Improvement Techniques, 645 So.2d 420 (Fla. 1994) and McCarthy Bros. Co. v. Tilbury Construction, Inc., 849 So.2d 7 (Fla. 1st DCA 2003), including appellate attorney's fees.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, the said Principal and Surety have assigned and sealed this instrument this _____ day of _____ 2020.

CONTRACTOR AS PRINCIPAL

_____., a _____:

_____

(Corporate Seal)

Signature_____

Title_____

SURETY

Company:

_____

(Corporate Seal)

Signature_____

Title_____

Approved as to Form:

_____

Cocoa City Attorney

~ TRACK SHEET ~

Continuing Services Agreement Contract

Commodity/Service:	**UTILITY GENERAL CONSTRUCTION SERVICES**	**TERM: Agreement shall terminate on the (3rd) anniversary of the effective date. With the option to renew (2) two additional two (2) year terms.** ***RFQ-20-18-COC Approved by City Council on 10/27/20, Item XI.4 (Authorized City Manager to Negotiate and Execute Contract)***
Vendor/Contractor:	Danus Utilities - V # 1324 Atlantic Development - V# 5580 Southern Underground Ind. - V # NEW	
Department Name:	Utilities	*Balances Verified By: Diane Kozlak*
Department Requestor:	Jack Walsh	*Date Verified: 04/11/2022*
Quote/Bid/Proposal No:	**RFQ-20-18-COC**	**RENEWALS LEFT - 2**
Total # of Task Orders Issued for this Contract:	**5**	**Expires: 11/08 & 09/2023**

DANUS TERM OF AGREEMENT;

11/10/20 to 11/09/23, CM Approved 10/27/20, Item IX.4
1st Renewal: 11/10/23 to 11/09/25
2nd Renewal: 11/10/25 to 11/09/27

ATLANTIC DEVELOPMENT TERM OF AGREEMENT;

11/09/20 to 11/08/23, CM Approved 10/27/20, Item IX.4
1st Renewal: 11/10/23 to 11/09/25
2nd Renewal: 11/10/25 to 11/09/27

SOUTHERN UNDERGROUND INDUSTRIES TERM OF AGREEMENT;

11/09/20 to 11/08/23, CM Approved 10/27/20, Item IX.4
1st Renewal: 11/10/23 to 11/09/25
2nd Renewal: 11/10/25 to 11/09/27

PO AMOUNT CURRENTLY ENCUMBERED:	**$**	**2,068,423.50**
PO AMOUNT CURRENTLY PAID:	**$**	**1,600,438.98**
TOTAL:	**$**	**3,668,862.48**

DANUS UTILITIES

153,503.04 79,596.96

TASK NO:	TASK DETAILS	PROJECT #	ENCUMBERED	PAID
2021-01	**UT-PO#2020-77555-42151 date 12/18/2020 $ 233,100.00** City Council Approved 12/08/20 , ID # 20-817, Item VIII.1 SR528 Force Main Relocation Task Order # requested by Katie 11/20/20	WS21FM	153,503.04	79,596.96

ATLANTIC DEVELOPMENT OF COCOA

1,914,920.46 1,520,842.02

TASK NO:	TASK DETAILS	PROJECT #	ENCUMBERED	PAID
2021-02	**UT-PO#2021-77816-42485** date 03/03/21 $ 212,592.96 Approved by City Council 02/23/21, V.3 N. Courtenay 24" Gate Valve Replacement Task Order # requested by Melinda 02/08/21	WS11VR	0.00	212,592.96

TASK NO:	TASK DETAILS	PROJECT #	ENCUMBERED	PAID
	$212,592.96 plus 10% Contingency $21,260 = $233,852.96			
2022-03	**UT-PO#2022-78969-43818- date 12/01/2021 $ 3,207,834.31** Approved by City Council on 10/26/21 MY from FY22 through FY23	WS16MM	1,914,920.46	1,308,249.06
	Pluckebaum Rd & Manor WM and FM Improvements Project Task Order # requested by Peter Davis 09/17/21			
2022-03.1	Add verbiage to TO - to specify The City of Cocoa's portion from Part A ite	WS16MM		
2022-03.2	The City of Rockledge has requested that force main being constructed at Clearlake Road be upsized from 6" to 8". Both Rockledge and Jacobs concur with this proposal. This modification pertains only to the City of Rockledge's portion of the project at a cost of **$15,335.21.**	WS16MM		
2022-04	**UT-PO#2022-XXXX-XXXX- date 0/0/00 $16,605.50** within CM Signing Authority Pavement Repair on FiskeBlvd TO # provided to Melinda 04/01/2022			
2022-05	**UT-PO#2022-XXXX-XXXX- date 0/0/00 $502,547.50** Requires Council Approval Cocoa Water Plant Road Culvert Replacement TO # provided to Peter 04/11/2022			
SOUTHERN UNDERGROUND IND.			0.00	0.00

TASK NO:	TASK DETAILS	PROJECT #	ENCUMBERED	PAID

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Baldwin Krystyn Sherman Partners LLC 1115 Bartow Road Lakeland FL 33801 License#: L002281	**CONTACT NAME:** Angel McGhee **PHONE (A/C, No, Ext):** 863-686-2113 **FAX (A/C, No):** 863-682-6292 **E-MAIL ADDRESS:** angel.mcghee@bks-partners.com
INSURED ATLADEV-01 Atlantic Development of Cocoa, Inc. 2185 W. King Street Cocoa FL 32926	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** The Continental Insurance Co / 35289 **INSURER B :** Continental Casualty Company / 20443 **INSURER C :** Markel American Insurance Comp / 28932 **INSURER D :** ICW Group **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 270225845 **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 X LOC OTHER:	Y	Y	6076576360	4/23/2022	4/23/2023	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 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY X PIP	Y	Y	BUA6076576391	4/23/2022	4/23/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
A	X **UMBRELLA LIAB** OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			CUE6076576388	4/23/2022	4/23/2023	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000 $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WFL 5065234 00	4/18/2022	4/18/2023	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
C	Rented or Leased Equipment			MKLM3IM0051194	4/23/2022	4/23/2023	$400,000 Limit	1% 1K Min Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Cocoa is included as additional insured in respects to general liability and auto liability as required by written contract. Waiver of subrogation applies to additional insured for general liability, auto liability and workers' compensation.

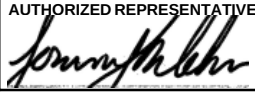
CERTIFICATE HOLDER

City of Cocoa
351 Shearer Blvd
Cocoa FL 32922
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2022; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2021, and ending on September 30, 2022, at a Regular meeting held on September 28, 2021; and

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

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

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

SECTION 1. The 2021-2022 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 22nd day of February, 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2022 - 22-074-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: Utilities/4020 | DATE PREPARED: 04/12/22

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 603,057)	421-4010-536.39-00		CONTINGENCY	$ 772,029	$ 1,163,099	$ 560,042	$ 1,163,099
$ 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
($ 603,057)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 603,057	421-4020-536.63-00	WS22DC	Infrastructure	$ 250,000	$ 410,000	$ 1,013,057	$ 410,000
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 603,057	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the cost of Task Order 2022-05 with Atlantic Development of Cocoa, Inc. for the Cocoa Water Plant Road Culvert Replacement Project (WS22DC) which involves: the replacement of three (3) drainage culverts on Cocoa Water Plant Road that have failed or are currently failing and the installation of pipe end sections; the regrading of the roadway embankment surrounding the pipe entrances and exits and the installation of recycled concrete aggregate for stabilization. The construction budget is $502,547.50 and allows for a 20% contingency in the amount of $100,509.50 set aside for possible change orders, for a total of $603,507 for the project. Agenda File ID #22-207.

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) | *DATE APPROVED:* 04/26/22 | *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.

4/12/22	Peter Davis — Digitally signed by Peter Davis Date: 2022.04.12 13:30:26 -04'00'	4/13/22	Colleen Campbell — Digitally signed by Colleen Campbell Date: 2022.04.13 09:51:29 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
4/12/22	Katherine Ennis — Digitally signed by Katherine Ennis Date: 2022.04.12 13:32:33 -04'00'	4/20/22	Lora Howell — Digitally signed by Lora Howell Date: 2022.04.20 10:28:37 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	22-238	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	4/18/2022			**In control:**	City Council
On agenda:	4/26/2022			**Final action:**	
Title:	Approve the modifications to the City of Cocoa Memorial Tree Planting Policy and Agreement. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City of Cocoa Memorial Tree Planting Policy and Agreement - Proposed.pdf City of Cocoa Memorial Tree Planting Policy and Agreement Existing.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 18, 2022
Agenda Date: April 26, 2022
Prepared By: Bryant Smith III, P.E., CFM - Public Works Director / City Engineer
Through: Bryant Smith III, P.E., CFM - Public Works Director / City Engineer
Requested Action:
Approve the modifications to the City of Cocoa Memorial Tree Planting Policy and Agreement.

BACKGROUND:

In 2006 the City Council adopted a City of Cocoa Memorial Tree Planting Policy and Agreement through the Leisure Services Division. At the time of this policy, the Leisure Services Division was contained within the Public Works Department. Later, this division was removed from Public Works and placed within the City Manager's Office Department. This policy intended to establish guidelines and policy related to the types of trees being planted and to ensure there was no negative impact on the maintenance workload of staff. Since the Public Works Department's Beautification Division is responsible for the landscape maintenance, including the planting, locating, and maintaining of trees within the City, this policy needs to be updated to reflect the previous change of Leisure Services moving from Public Works to the City Manager Office Department. The policy, among other minor edits, is also being updated to remove the requirement for Redevelopment Agency approval. No other tree plantings around the City require Council or Board approvals.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

June 13, 2006 the City Council approved the City of cocoa Memorial Tree Planting Policy and Agreement.

RECOMMENDED MOTION:

Approve the modifications to the City of Cocoa Memorial Tree Planting Policy and Agreement.

CITY OF COCOA
MEMORIAL TREE PLANTING POLICY
As approved by the Cocoa City Council on TBD

The following conditions must be agreed to by persons desiring to place a memorial tree within one of the City of Cocoa's parks and prior to the City Manager authorizing such a planting:

1. Request for memorial tree plantings shall be provided in writing, illustrated, and signed by the applicant/donor and received by Public Works Department no later than 60 calendar days prior to the anticipated planting and/or dedication.

2. Only those species of trees approved by the Public Works Department will be planted. The approved tree shall be a minimum of 8 feet in height and 4" diameter breast height.

3. Memorial trees will be planted only in a location approved by the Public Works Department. Current and future open space availability, utility locations, site suitability, topography, drainage, characteristics of grass and shrubs, tree compatibility, and future maintenance needs shall be considered.

4. The donor of the memorial tree will be responsible for the proper installation of the tree and all expenses associated with the planting. This includes but is not limited to, the cost of the tree, transportation of the tree to the planting site, planting of the tree (with City supervision), tree marker (must adhere to City's guidelines provided under item 6 below), and irrigation materials if required.

5. The donor shall warranty tree health for a two-year period subsequent to the planting. The City shall provide routine trimming, maintenance, irrigation water (where necessary), and bedding maintenance to a standard level of service commensurate to all other City-owned trees. Should the tree die during the initial two-year period, the City shall not be liable for its replacement or cost reimbursement to the donor.

6. In order to provide a consistent and uniform design throughout the City, only 4"x 8" embossed brass plate markers with welded stems, which will be anchored down with cement, shall be permitted. A printed proof of the marker must be approved by Public Works Department prior to production and installation.

7. There will be a maximum of five markers allowed in any given City park. When the maximum has been reached, the donor must select another City park site to donate a tree and marker. The City Manager reserves the right to modify the number of markers per park site.

MEMORIAL TREE PLANTING AGREEMENT

This Agreement, entered into this _____ day of_____ 20 ____ by, and between the **CITY OF COCOA, FLORIDA,** a Florida Municipal Corporation, whose address is 65 Stone Street, Cocoa, Florida 32922, and _____ whose address is _____
_____

The Donor of the Memorial Tree to be placed in_____ Park acknowledges and agrees to the following conditions:

1. Request for memorial tree plantings shall be provided in writing, illustrated, and signed by the applicant/donor and received by Public Works Department no later than 60 calendar days prior to the anticipated planting and/or dedication.

2. Only those species of trees approved by the Public Works Department will be planted. The approved tree shall be a minimum of 8 feet in height.

3. Memorial trees will be planted only in a location approved by the Public Works Department. Current and future open space availability, utility locations, site suitability, topography, drainage, characteristics of grass and shrubs, tree compatibility, and future maintenance needs shall be considered.

4. The donor of the memorial tree will be responsible for the proper installation of the tree and all expenses associated with the planting. This includes but is not limited to, the cost of the tree, transportation of the tree to the planting site, planting of the tree (with City supervision), tree marker (must adhere to City's guidelines provided under item 6 below), and irrigation materials if required.

5. The donor shall warranty tree health for a two-year period subsequent to the planting. The City shall provide routine trimming, maintenance, irrigation water (where necessary), and bedding maintenance to a standard level of service commensurate to all other City-owned trees. Should the tree die during the initial two-year period, the City shall not be liable for its replacement or cost reimbursement to the donor.

6. In order to provide a consistent and uniform design throughout the City, only 4"x 8" embossed brass plate markers with welded stems, which will be anchored down with cement, shall be permitted. A printed proof of the marker must be approved by Public Works Department prior to production and installation.

7. There will be a maximum of five markers allowed in any given City park. When the maximum has been reached, the donor must select another City park site to donate a tree and marker. The City Manager reserves the right to modify the number of markers per park site.

Donor:

_____
(Sign)

_____
(Print)

Date: _____

City of Cocoa

_____
Stockton Whitten, City Manager

Serving the Community

City of Cocoa, Florida

OFFICE OF THE CITY CLERK
603 Brevard Avenue, Cocoa, Florida 32922
PHONE (321) 639-7555 FAX (321) 637-7203
WEB SITE www.cocoafl.org

JOAN CLARK, CMC
City Clerk
E-mail: jclark@cocoafl.org

CITY COUNCIL AGENDA ITEM

MEMO DATE: **May 23, 2006**
AGENDA DATE: **June 13, 2006**
PREPARED BY: **Joan Clark, CMC, City Clerk**

REQUESTED ACTION: **Approve the City of Cocoa *Memorial Tree Planting* Policy and Agreement.**

BACKGROUND:

In response to several requests from residents to plant a memorial tree in City owned and operated parks, a policy has been developed that will be implemented through the Leisure Services Division.

Staff supports the concept and practice of allowing for such plantings within guidelines that ensure the compatibility of the type of trees planted within the parks system and that ensure that there is no negative impact upon the maintenance work load of the Leisure Services Division.

The following conditions must be agreed to by persons desiring to place a memorial tree within one of the City's parks and prior to the Leisure Services Manager authorizing such a planting:

1. Request for memorial tree plantings shall be provided in writing, illustrated, and signed by the applicant/donor and received by Leisure Services no later than 60 calendar days prior to the anticipated planting and/or dedication.
2. Only those species of tress approved by the Leisure Services Division will be planted. The approved tree shall be a minimum of 8 feet in height.
3. Memorial trees will be planted only in a location approved by the Leisure Services Division. Current and future open space availability, utility locations, site suitability, topography, drainage, characteristics of grass and shrubs, tree compatibility and future maintenance needs shall be considered.
4. The donor of the memorial tree will be responsible for the proper installation of the tree and expenses associated with the planting. This includes, at donor's cost, the tree, transportation of the tree to the planting site, planting of the tree (with

City supervision), tree marker (must adhere to City's guidelines provided under item 6 below), and irrigation materials if required.

5. The donor shall warranty tree health for a two-year period subsequent to the planting. The City shall provide routine trimming, maintenance, irrigation water (where necessary), and bedding maintenance to a standard level of service commensurate to all other City owned trees. Should the tree die during the initial two-year period, the City shall not be liable for its replacement or cost reimbursement to the donor.
6. In order to provide a consistent and uniform design throughout the City, only 4" x 8" embossed brass plate markers with welded stems, which will be anchored down with cement, shall be permitted. A printed proof of the marker must be approved by Leisure Services prior to production and installation.
7. There will be a maximum of five markers allowed in any given City park. When the maximum has been reached, the donor must select another City park site to donate a tree and marker. The City reserves the right to modify the number of markers per park site.
8. Written requests for tree plantings within a Redevelopment Area (RDA) shall be submitted to the Redevelopment Agency with a written recommendation from Leisure Services. Memorial tree planting approvals or denials, including modifications, shall become final upon review of the Redevelopment Agency or the City Manager.

BUDGETARY IMPACT:

None.

PREVIOUS ACTION:

None.

REVIEWED BY:

Reviewed by the City Manager: for Wendy Kirkmann
Ric Holt

Reviewed by the City Attorney: 6/6/06
Anthony Garganese

Reviewed by the Leisure Services Manager:
Chris Wilsman

RECOMMENDED MOTION:

Approve the City of Cocoa Memorial Tree Planting Policy and Agreement.

CITY OF COCOA
MEMORIAL TREE PLANTING POLICY
As approved by the Cocoa City Council on June 13, 2006

The following conditions must be agreed to by persons desiring to place a memorial tree within one of the City's parks and prior to the Leisure Services Manager authorizing such a planting:

1. Request for memorial tree plantings shall be provided in writing, illustrated, and signed by the applicant/donor and received by Leisure Services no later than 60 calendar days prior to the anticipated planting and/or dedication.
2. Only those species of tress approved by the Leisure Services Division will be planted. The approved tree shall be a minimum of 8 feet in height.
3. Memorial trees will be planted only in a location approved by the Leisure Services Division. Current and future open space availability, utility locations, site suitability, topography, drainage, characteristics of grass and shrubs, tree compatibility and future maintenance needs shall be considered.
4. The donor of the memorial tree will be responsible for the proper installation of the tree and expenses associated with the planting. This includes, at donor's cost, the tree, transportation of the tree to the planting site, planting of the tree (with City supervision), tree marker (must adhere to City's guidelines provided under item 6 below), and irrigation materials if required.
5. The donor shall warranty tree health for a two-year period subsequent to the planting. The City shall provide routine trimming, maintenance, irrigation water (where necessary), and bedding maintenance to a standard level of service commensurate to all other City owned trees. Should the tree die during the initial two-year period, the City shall not be liable for its replacement or cost reimbursement to the donor.
6. In order to provide a consistent and uniform design throughout the City, only 4" x 8" embossed brass plate markers with welded stems, which will be anchored down with cement, shall be permitted. A printed proof of the marker must be approved by Leisure Services prior to production and installation.
7. There will be a maximum of five markers allowed in any given City park. When the maximum has been reached, the donor must select another City park site to donate a tree and marker. The City reserves the right to modify the number of markers per park site.
8. Written requests for tree plantings within a Redevelopment Area (RDA) shall be submitted to the Redevelopment Agency with a written recommendation from Leisure Services. Memorial tree planting approvals or denials, including modifications, shall become final upon review of the Redevelopment Agency or the City Manager.

CITY OF COCOA
MEMORIAL TREE PLANTING AGREEMENT

This Agreement, entered into this _____ day of _____, by and between the **CITY OF COCOA, FLORIDA,** a Florida Municipal Corporation, whose address is 603 Brevard Avenue, Cocoa, Florida 32922, and _____, whose address is _____ _____.

The Donor of the Memorial Tree to be placed in _____ Park acknowledges and agrees to the following conditions:

1. Requests for memorial tree plantings shall be provided in writing, illustrated, and signed by the applicant/donor and received by Leisure Services no later than 60 calendar days prior to the anticipated planting and/or dedication.

2. Only those species of tress approved by the Leisure Services Division will be planted. The approved tree shall be a minimum of 8 feet in height.

3. Memorial trees will be planted only in a location approved by the Leisure Services Division. Current and future open space availability, utility locations, site suitability, topography, drainage, characteristics of grass and shrubs, tree compatibility and future maintenance needs shall be considered.

4. The donor of the memorial tree will be responsible for the proper installation of the tree and expenses associated with the planting. This includes, at donor's cost, the tree, transportation of the tree to the planting site, planting of the tree (with City supervision), tree marker (must adhere to City's guidelines provided under item 6 below), and irrigation materials if required.

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6. In order to provide a consistent and uniform design throughout the City, only 4" x 8" embossed brass plate markers with welded stems, which will be anchored down with cement, shall be permitted. A printed proof of the marker must be approved by Leisure Services prior to production and installation.

7. There will be a maximum of five markers allowed in any given City park. When the maximum has been reached, the donor must select another City park site to donate a tree and marker. The City reserves the right to modify the number of markers per park site.

8. Written requests for tree plantings within a Redevelopment Area (RDA) shall be submitted to the Redevelopment Agency with a written recommendation from Leisure Services. Memorial tree planting approvals or denials, including modifications, shall become final upon review of the Redevelopment Agency or the City Manager.

DONOR:

_____

Date:_____

CITY OF COCOA:

_____
Chris Wilsman, Leisure Services Manager

_____
Ric Holt, City Manager

Legislation Details (With Text)

File #:	22-246	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	4/21/2022			**In control:**	City Council
On agenda:	4/26/2022			**Final action:**	
Title:	Staff is seeking direction related to the Gilmore Community Park and Carl Anderson Park Restroom Facilities. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Bid_Tabulation_Sheet_B-22-05-COC.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 21, 2022
Agenda Date: April 26, 2022
Prepared By: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Staff is seeking direction related to the Gilmore Community Park and Carl Anderson Park Restroom Facilities.

BACKGROUND:

As part of the Fiscal Year 2022 budget process, the City Council allocated a total of $165,000 ($82,500 each) for a restroom facility at the Gilmore Community Park and Carl E. Anderson Park. The proposed facility at each of these locations is a single stall, unisex restroom and the design fees totaled $7,884.

- The construction invitation to bid was broadcast through VendorLink on January 25, 2022.
- A total of 29 companies downloaded the plans.
- Nine firms attended the mandatory pre-bid meeting that was held on February 8, 2022.
- Five bids were received with base bid prices ranging from $227,000 to $474,482.49. A bid tabulation has been attached for reference.

The remaining allocated funding for both parks, after the design fees, is $157,116. Without any project contingency, a shortfall of $69,884 is immediately present. Due to market uncertainty and other unforeseen circumstances that may arise during construction, a 20% contingency is suggested. This would also include the cost of water and sewer impact fees. The projected total needed based on a 20% contingency being applied to the lowest bid is $272,400. This creates a final shortfall of

$115,284.

Since this amount is beyond the original allocation, staff is requesting direction from the Council on how to proceed. A few options are provided below:

1. Place a hold on both projects until the market stabilizes. This will require a future rebid, but the project drawings will still be sufficient.

2. Eliminate one restroom and allocate both restrooms' funding to one project. This is a substantial change to the original scope and the potential awardee would need to confirm their acceptance of this change prior to awarding the contract. The next lowest bidder, if the lowest bidder rejects, would create another funding deficit.

3. Fund the shortfall of $115,284 through the State and Local Fiscal Recovery Funds Program (fka ARPA). This will require modifications to the project documents to include various federal terms and conditions. This will require the project to be rebid.

As part of the invitation to bid, the firm is required to hold its bid for 90 days after the bid opening. The bids will expire on May 23, 2022.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

The budgetary impact is TBD pending council action.

PREVIOUS ACTION:

At the April 26, 2021, Budget Workshop City Council approved allocating $82,500 to the Carl E. Anderson restroom facility project.

At the August 24, 2021, Council Meeting City Council approved allocating $82,500 to the Gilmore Community Park restroom facility project.

RECOMMENDED MOTION:

Staff is recommending the City Council select one of the three options provided related to the restroom facilities at Carl Anderson and Gilmore Community Parks.

CITY OF COCOA

TABULATION SHEET

ITB B-22-05-COC: Construction of Public Restrooms at
Carl Anderson Park and Gilmore Community Park

Bid Opening: Feb. 22, 2022 @ 3PM

VENDOR	Base Bid	Alternate Bid (Metal Roof)
Rush Construction 6285 Riverfront Center Blvd Titusville, FL 32780	$360,779.00	$364,991.00
MGM Contracting Inc 1121 Peachtree Street Cocoa, FL 32922	$227,000.00	$235,000.00
Morton Construction Company 2825 Richmond Ave Sandord, FL 32773	$474,482.49	$485,482.49
Doug Wilson Enterprises 340 Manor Drive Merritt Island, FL 32952	$352,886.00	$354,086.00
Jobear Contracting Inc. 1950 Danr Dr. NE Palm Bay, FL 32905	$480,695.00	N/A

Legislation Details (With Text)

File #:	22-193	**Version:**	1	**Name:**	March, 2022 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	4/1/2022			**In control:**	City Council
On agenda:	4/26/2022			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2021 to 3/31/2022. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthly Report to City Council 10.01.21 thru 3.31.22.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	April 1, 2022
Agenda Date:	April 26, 2022
Prepared By:	Christine Savage, Junior Buyer & Contract Specialist
Through:	Rebecca Bowman, MBA, CGFO, CGFM, Finance Director

Requested Action:
Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2021 to 3/31/2022**.**

BACKGROUND:

The following reports for the period October 01, 2021, through March 31, 2022, provide a summary of all the purchases $35,000 and over up to $50,000.

1. Purchases approved by the City Manager or designee.

2. Purchases approved by the CRA Board.

3. Purchases approved by the City Council.

These reports are date/time driven and any differences between the summary and detailed information is a timing issue.

RECOMMENDED MOTION:

None. Information only.

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Purchase Order Approvals 10-01-21 thru 3-31-22

$35,000 to $50,000 Recap Sheet

Total Purchase Orders Issued = 27

City Manager = 19

City of Cocoa CRA Board = 0

City Council = 8

Purchase Order Approvals 10-01-21 thru 3-31-22
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
78613	10/14/2021	LisaCullen Tax Collector	$ 36,960.00	10/14/2021	Stockton Whitten
78617	10/14/2021	Five9 Inc	$ 36,060.00	10/14/2021	Stockton Whitten
78625	10/14/2021	MCCI, LLC	$ 36,775.15	10/14/2021	Stockton Whitten
78641	10/14/2021	Brev City Emergency Management	$ 41,580.00	10/14/2021	Stockton Whitten
78678	10/14/2021	Trane US	$ 43,696.00	10/14/2021	Stockton Whitten
78805	10/28/2021	Polydyne Inc	$ 42,000.00	10/26/2021	Stockton Whitten
78812	10/28/2021	Hach Company	$ 35,594.20	10/27/2021	Stockton Whitten
78818	10/28/2021	Insource Software Solutions	$ 36,135.98	10/27/2021	Stockton Whitten
78887	11/12/2021	BlueAlly Technology Solutions	$ 42,843.12	11/10/2021	Stockton Whitten
78888	11/12/2021	DRMP, Inc	$ 38,460.00	11/10/2021	Stockton Whitten
79073	12/17/2021	Allied Universal Security Service	$ 39,839.20	12/16/2021	Stockton Whitten
79201	1/25/2022	Miracle Recreation Equipment	$ 37,896.02	1/25/2022	Stockton Whitten
79202	1/25/2022	Core & Main	$ 35,943.70	1/25/2022	Stockton Whitten
79240	2/8/2022	Goodson Paving Inc	$ 49,153.65	2/8/2022	Stockton Whitten
79303	2/25/2022	Community Services Council	$ 45,000.00	2/24/2022	Stockton Whitten
79305	2/25/2022	Ferguson Enterprises	$ 42,596.10	2/24/2022	Stockton Whitten
79434	3/31/2022	Alta Construction Equipment	$ 42,366.00	3/31/2022	Stockton Whitten
79435	3/31/2022	DMD Consultants, Inc	$ 49,980.00	3/31/2022	Stockton Whitten
79436	3/31/2022	Stantec Consulting Services	$ 42,045.34	3/31/2022	Stockton Whitten

19 **Purchase Order Approved by City Manager**

Prepared by Purchasing 4/1/2022

Purchase Order Approvals 10-01-21 thru 3-31-22
$35,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom

0 Purchase Order Approved by CRA

Prepared by Purchasing 4/1/2022

Purchase Order Approvals 10-01-21 thru 3-31-22
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
78806	10/28/2021	Glover Oil Company	$ 41,012.00	10/13/2020	City Council
78807	10/28/2021	Glover Oil Company	$ 35,250.00	10/13/2020	City Council
79026	12/10/2021	Allied Universal Security Service	$ 49,794.40	9/23/2020	City Council
79066	12/17/2021	Alan Jay Chevrolet Buick GMC	$ 45,228.00	11/9/2021	City Council
79068	12/17/2021	Alan Jay Chevrolet Buick GMC	$ 49,130.00	11/9/2021	City Council
79071	12/17/2021	Alan Jay Chevrolet Buick GMC	$ 36,544.00	11/9/2021	City Council
79153	1/13/2022	Alan Jay Chevrolet Buick GMC	$ 44,176.00	11/9/2021	City Council
79200	1/25/2022	Underwater Solutions Inc	$ 45,150.00	1/11/2022	City Council
79304	2/25/2022	Family Promise of Brevard	$ 40,090.40	7/13/2021	City Council

8 Purchase Order Approved by City Council

Prepared by Purchasing 4/1/2022

FORTINET

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FY 2021 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 3/31/2022

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1105 - ECONOMIC DEVELOPMENT					
03/31/22	001-1105-559.40-00	(278)	FUND CERT TRAIN CLASS FEBRUARY CLEANUP		2306
	001-1105-559.55-00	278			
1	Budget Amendments/Transfers		Division 1105 Total	$0	
1190 - LEISURE SERVICES					
03/31/22	001-1190-574.52-00	(1)	FUND JE ADDING SALES TAX FEBRUARY CLEANUP		2306
	001-1190-574.49-00	1			
1	Budget Amendments/Transfers		Division 1190 Total	$0	
1203 - INFORMATION TECHNOLOGY					
03/31/22	001-1203-516.56-15	(2,566)	FUND MCS CONTRACT TO YE FEBRUARY CLEANUP		2306
	001-1203-516.41-00	2,566			
1	Budget Amendments/Transfers		Division 1203 Total	$0	
2201 - FIRE OPERATIONS					
03/31/22	001-2201-522.64-00	2,592	FIRE BURNER TRAILER ASSET RESO # 2022-016		2305
	001-2201-522.55-00	(2,592)	FUND FIRE BURNER TRAILER RESO # 2022-016		2305
2	Budget Amendments/Transfers		Division 2201 Total	$0	
3510 - STREET MANAGEMENT					
03/31/22	001-3510-541.46-00	(2,984)	FUND ANNUAL S FISKE PAVE FEBRUARY CLEANUP		2306
	001-3510-541.63-00	2,984			
1	Budget Amendments/Transfers		Division 3510 Total	$0	
3580 - CAPITAL PROJECTS MNGMT					
03/31/22	001-3580-519.62-00	(3,600)	FUND IMPACT WINDOWS VARR FEBRUARY CLEANUP		2306
	001-3580-519.46-02	3,600			
1	Budget Amendments/Transfers		Division 3580 Total	$0	
7	Total Budget Amendments/Transfers		**GENERAL FUND**	**$0**	
3240 - HOUSING GRANTS					
03/22/22	104-3240-554.83-00	(240,508)	TO ALLOC FTHB TO COR ACCT RESO # 2022-023		2234
	104-3240-554.83-23	240,508			
1	Budget Amendments/Transfers		Division 3240 Total	$0	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1 Total Budget Amendments/Transfers			**BREVARD COUNTY HOME**	**$0**	
4010 - WATER ADMINISTRATION					
03/31/22	421-4010-536.25-00	10,000	FUND UC CLAIMS 1 FRAUD FEBRUARY CLEANUP		2306
1 Budget Amendments/Transfers			Division 4010 Total	$10,000	
4020 - DYAL PLANT					
03/22/22	421-4020-536.46-00	(76,518)	TO FUND INST TECH VEHICLE RESO # 2022-026		2237
	421-4020-536.64-00	76,518			
1 Budget Amendments/Transfers			Division 4020 Total	$0	
4025 - WATER FIELD OPERATIONS					
03/17/22	421-4025-536.64-00	(62,989)	PRJ TRX FROM EXCAVATOR		2086
	421-4025-536.64-00	62,989	PRJ TRX TO 2 EQUIP TRAILR		2086
03/31/22	421-4025-536.64-00	(62,989)	FROM EXCAVATOR PURCHASE 3/11/22 CM APPROVAL		2304
	421-4025-536.64-00	62,989	FUND 2 TRAILER REPLACEMTS 3/11/22 CM APPROVAL		2304
4 Budget Amendments/Transfers			Division 4025 Total	$0	
4055 - ENGINEERING					
03/31/22	421-4055-536.12-00	(10,000)	FUND UC CLAIMS 1 FRAUD FEBRUARY CLEANUP		2306
1 Budget Amendments/Transfers			Division 4055 Total	($10,000)	
4125 - SEWER FIELD OPERATIONS					
03/31/22	421-4125-536.46-00	(6,222)	FUND 2 TOUGHBOOK REPL FEBRUARY CLEANUP		2306
	421-4125-536.56-15	6,222			
1 Budget Amendments/Transfers			Division 4125 Total	$0	
8 Total Budget Amendments/Transfers			**WATER/SEWER FUND**	**$0**	

16 Transfers & Amendments between 3/1/2022 and 3/31/2022

FY 2021 TOTAL TRANSFERS & AMENDMENTS **0**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

FY 2021 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 3/31/2022

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
Budget Amendments/Transfers			Division Total		
Total Budget Amendments/Transfers					

Transfers & Amendments between 3/1/2022 and 3/31/2022

FY 2021 TOTAL TRANSFERS & AMENDMENTS

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 2022 - Budget Tracking Worksheets\FY 2022 REVENUE Budget Tracking Worksheet.imr ran by Database User ID: cocockc

Page 1

Date: 4/15/2022

Legislation Details (With Text)

File #:	22-235	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	4/15/2022			**In control:**	City Council
On agenda:	4/26/2022			**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 Classification Report March 2022.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 15, 2022
Agenda Date: April 26, 2022
Prepared By: Colleen Campbell, MBA, Senior Budget Analyst
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 2022 (FY22) provide information for the three major funds: General Fund, Water/Sewer Fund, and the Storm Water Fund. This March 2022 (FY22) 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 2022 Budget by Classification Report - Summary Listing

3/31/2022

Target for March 2022 is 50%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	$ 11,201,437		$ 8,387,483	$ 2,813,954	75%
OTHER PERMITS AND FEES	$ 4,659,809		$ 3,358,074	$ 1,301,735	72%
INTERGOVERNMENTAL	$ 3,206,206		$ 1,017,759	$ 2,188,447	32%
CHARGES FOR SERVICES	$ 13,614,745		$ 6,825,491	$ 6,789,254	50%
FINES AND FORFEITURES	$ 14,000		$ 13,971	$ 29	100%
MISCELLANEOUS	$ 666,258		$ 517,900	$ 148,358	78%
OTHER SOURCES (NON-REVENUE)	$ 18,936,615		$ 4,056,419	$ 14,880,196	21%
REVENUE TOTALS	**$ 52,299,070**		**$ 24,177,097**	**$ 28,121,973**	**46%**
EXPENSE					
SALARIES AND BENEFITS	$ 26,423,580	$ 2,042	$ 11,055,272	$ 15,366,266	42%
OPERATING EXPENDITURES	$ 15,889,312	$ 3,090,518	$ 4,648,678	$ 8,150,116	49%
CAPITAL OUTLAY	$ 7,059,594	$ 2,588,852	$ 1,173,656	$ 3,297,086	53%
GRANTS, AIDS AND OTHER	$ 2,926,584	$ -	$ 1,980,287	$ 946,297	68%
EXPENSE TOTALS	**$ 52,299,070**	**$ 5,681,412**	**$ 18,857,893**	**$ 27,759,765**	**47%**
REVENUE TOTALS	**$ 52,299,070**	**$ -**	**$ 24,177,097**	**$ 28,121,973**	**46%**
EXPENSE TOTALS	**$ 52,299,070**	**$ 5,681,412**	**$ 18,857,893**	**$ 27,759,765**	**47%**
	$ -	**$ (5,681,412)**	**$ 5,319,204**	**$ 362,208**	

*Unaudited

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310	TAXES								
311	AD VALOREM								
10 00	CURRENT TAXES	115,429	138,351.10	120	7,187,639	6,792,397.62	95	7,649,355	856,957.38
20 00	DELINQUENT TAXES	0	53.42		0	1,533.45-		15,000	16,533.45
25 00	PENALTIES RE: TAXES	0	474.69		0	3,584.87		5,000	1,415.13
30 00	TAX CERTIFICATES	0	.00		0	.00		200,000	200,000.00
311 **	AD VALOREM	115,429	138,879.21	120	7,187,639	6,794,449.04	95	7,869,355	1,074,905.96
312	SALES USE AND FUEL TAXES								
41 00	LOCAL OPTION GAS TAX 6 CT	50,000	48,595.17	97	300,000	253,061.70	84	600,000	346,938.30
312 **	SALES USE AND FUEL TAXES	50,000	48,595.17	97	300,000	253,061.70	84	600,000	346,938.30
314	UTILITY SERVICE TAX								
10 00	ELECTRICITY	125,000	147,081.52	118	750,000	709,191.84	95	1,500,000	790,808.16
30 00	WATER-COCOA	30,423	33,612.88	111	182,538	213,188.28	117	365,082	151,893.72
40 00	GAS	4,166	5,057.86	121	24,996	26,364.30	106	50,000	23,635.70
80 00	PROPANE	1,666	2,503.42	150	9,996	12,020.09	120	20,000	7,979.91
314 **	UTILITY SERVICE TAX	161,255	188,255.68	117	967,530	960,764.51	99	1,935,082	974,317.49
315	COMMUNICATION SERVICE TAX								
00 00	COMMUNICATION SERVICE TAX	54,166	54,843.75	101	324,996	339,554.25	105	650,000	310,445.75
315 **	COMMUNICATION SERVICE TAX	54,166	54,843.75	101	324,996	339,554.25	105	650,000	310,445.75
316	LOCAL BUSINESS TAX								
00 00	LOCAL BUSINESS TAX	942	3,324.35	353	141,348	39,653.97	28	147,000	107,346.03
316 **	LOCAL BUSINESS TAX	942	3,324.35	353	141,348	39,653.97	28	147,000	107,346.03
310 ***	TAXES	381,792	433,898.16		8,921,513	8,387,483.47		11,201,437	2,813,953.53
320	OTHER PERMITS & FEES								
322	BUILDING PERMITS								
00 00	BUILDING PERMITS	0	150.00		0	150.00		0	150.00-
10 00	TRAINING SURCHARGE	0	.00		0	1,278.25		0	1,278.25-
322 **	BUILDING PERMITS	0	150.00		0	1,428.25		0	1,428.25-
323	FRANCHISE FEES								
10 00	ELECTRICITY	100,000	117,390.67	117	600,000	449,142.73	75	1,200,000	750,857.27
40 00	GAS	6,250	7,924.14	127	37,500	41,730.44	111	75,000	33,269.56
70 00	SOLID WASTE	23,116	23,783.92	103	138,696	140,583.86	101	277,402	136,818.14
323 **	FRANCHISE FEES	129,366	149,098.73	115	776,196	631,457.03	81	1,552,402	920,944.97
325	SPECIAL ASSESSMENT								

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
22	01	FIRE ASSESSMENT	0	108,229.68		2,901,407	2,695,070.67	93	2,901,407	206,336.33
22	02	F ASSMNT DELINQ TAXES	0	16.17		0	1,426.15		2,000	573.85
22	03	F ASSMNT PENALTIES	0	8.49		0	1,183.63		2,000	816.37
22	04	F ASSMNT TAX CERTS	0	.00		0	.00		150,000	150,000.00
22	*	FIRE PROTECTION	0	108,254.34		2,901,407	2,697,680.45	93	3,055,407	357,726.55
325	**	SPECIAL ASSESSMENT	0	108,254.34		2,901,407	2,697,680.45	93	3,055,407	357,726.55
329		OTHER PERMITS & FEES								
25	00	PLANNING AND ZONING	3,500	437.98	13	21,000	21,688.64	103	42,000	20,311.36
35	00	FIRE INSPECTIONS	833	1,300.00	156	4,998	5,820.00	116	10,000	4,180.00
329	**	OTHER PERMITS & FEES	4,333	1,737.98	40	25,998	27,508.64	106	52,000	24,491.36
320	***	OTHER PERMITS & FEES	133,699	259,241.05		3,703,601	3,358,074.37		4,659,809	1,301,734.63
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
20	01	RES OFFCR - CTY CONTRACT	0	.00		93,000	93,000.00	100	186,000	93,000.00
20	15	VOCA-2021-COCOA PD	9,602	8,357.51	87	61,299	39,123.73	64	118,921	79,797.27
20	19	JAG 2020-DJ-BX-0410	0	16,617.00-		0	16,617.00-		0	16,617.00
20	21	BPV 2020 96472	1,135	993.71-	88	3,405	585.50-	17	10,219	10,804.50
20	22	JAG 21-GG-01363	1,545	.00		4,635	.00		13,902	13,902.00
20	23	BULLET PROOF VEST 2021	1,155	.00		5,775	.00		12,705	12,705.00
20	*	PUBLIC SAFETY	13,437	9,253.20-	69	168,114	114,921.23	68	341,747	226,825.77
39	12	USDA/FOREST SVC 26866	0	2,050.00-		0	2,050.00-		0	2,050.00
39	*	OTHER PHYSCAL ENVIRONMENT	0	2,050.00-		0	2,050.00-		0	2,050.00
50	01	FEMA DISASTER RELIEF	0	23,220.00-		0	.00		0	.00
70	02	AFRICAN AM CIVIL RIGHTS	2,500	.00		15,000	.00		30,000	30,000.00
331	**	FEDERAL GRANTS	15,937	34,523.20-	217	183,114	112,871.23	62	371,747	258,875.77
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	01	STATE DISASTER REIMBURSE	0	1,290.00-		0	.00		0	.00
50	*	ECONOMIC ENVIRONMENT	0	1,290.00-		0	.00		0	.00
334	**	STATE GRANT	0	1,290.00-		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
335	STATE SHARED REVENUES								
12 00	STATE REVENUE SHARING	46,083	47,796.67	104	276,498	286,780.05	104	553,000	266,219.95
12 20	8TH CNT MUNICIPAL GAS TAX	11,666	12,859.01	110	69,996	77,154.06	110	140,000	62,845.94
12 *	STATE REVENUE SHARING	57,749	60,655.68	105	346,494	363,934.11	105	693,000	329,065.89
14 00	MOBILE HOME LICENSES	2,000	837.75	42	12,000	17,843.79	149	24,000	6,156.21
15 00	ALCOHOLIC BEVERAGE	416	.00		2,496	1,171.16	47	5,000	3,828.84
18 00	LOCAL GOVERNMENT 1/2 CENT	101,666	107,006.53	105	609,996	550,991.94	90	1,220,000	669,008.06
21 00	FIREFIGHTER SUPPLEMENTAL	0	3,930.00		7,500	3,930.00	52	15,000	11,070.00
29 21	POL PEN STATE CONTR	0	.00		0	.00		185,915	185,915.00
29 22	FIRE PEN STATE CONTR	0	.00		0	.00		112,427	112,427.00
29 *	OTHER PUBLIC SAFETY	0	.00		0	.00		298,342	298,342.00
41 00	FUEL TAX REFUNDS	2,083	7,630.86	366	12,498	7,630.86	61	25,000	17,369.14
335 **	STATE SHARED REVENUES	163,914	180,060.82	110	990,984	945,501.86	95	2,280,342	1,334,840.14
337	GRANTS FROM LOCAL UNITS								
30 17	FIND BV-CO-20-147 DREDGIN	1,027	20,755.85-	2021	3,081	20,755.85-	674	9,245	30,000.85
30 18	FIND BV-CO-20-146 BT RAMP	571	19,858.30-	3478	1,713	19,858.30-	1159	5,142	25,000.30
30 19	FIND BV-CO-21-152 DRG PII	22,584	.00		67,752	.00		203,255	203,255.00
30 20	FIND BV-CO-21-151 BT PII	34,497	.00		103,491	.00		310,475	310,475.00
30 *	PHYSICAL ENVIRONMENT	58,679	40,614.15-	69	176,037	40,614.15-	23	528,117	568,731.15
60 *	HUMAN SERVICES	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	58,679	40,614.15-	69	176,037	40,614.15-	23	528,117	568,731.15
330 ***	INTERGOVERNMENTAL REVENUE	238,530	103,633.47		1,350,135	1,017,758.94		3,206,206	2,188,447.06
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
30 00	ADMINISTRATIVE FEES	580,580	580,580.00	100	3,483,480	3,483,480.00	100	6,966,971	3,483,491.00
31 00	ADMIN FEES STORMWATER	15,758	15,758.00	100	94,548	94,548.00	100	189,096	94,548.00
40 00	CERTIFY/COPY/SEARCH	9,166	12,055.45	132	54,996	61,002.81	111	110,000	48,997.19
90 12	PASSPORT EXECUTION FEES	166	175.00	105	996	1,505.00	151	2,000	495.00
341 **	GENERAL GOVERNMENT	605,670	608,568.45	101	3,634,020	3,640,535.81	100	7,268,067	3,627,531.19
342	PUBLIC SAFETY								
10 00	POLICE SERVICES	1,250	.00		7,500	.00		15,000	15,000.00
90 00	OTHER PUBLIC SAFETY	83	.00		498	.00		1,000	1,000.00
90 01	FALSE ALARM FEES	708	280.00	40	4,248	5,400.00	127	8,500	3,100.00
90 *	OTHER PUBLIC SAFETY	791	280.00	35	4,746	5,400.00	114	9,500	4,100.00
342 **	PUBLIC SAFETY	2,041	280.00	14	12,246	5,400.00	44	24,500	19,100.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	42,916	90,829.62	212	257,496	269,411.05	105	515,000	245,588.95
37 11	ROCKLEDGE	25,000	25,703.28	103	150,000	153,189.01	102	300,000	146,810.99
37 12	SUN LAKE	333	344.40	103	1,998	1,998.18	100	4,000	2,001.82
37 13	CLNY PK-M.I.UTIL CO.	166	169.20	102	996	1,009.08	101	2,000	990.92
37 16	COCOA BEACH	9,833	9,870.12	100	58,998	58,786.16	100	118,000	59,213.84
37 17	CAPE CANAVERAL	8,083	8,106.33	100	48,498	48,221.73	99	97,000	48,778.27
37 18	TITUSVILLE	366	370.80	101	2,196	2,207.10	101	4,400	2,192.90
37 *	WATER BILLING SERVICES	86,697	135,393.75	156	520,182	534,822.31	103	1,040,400	505,577.69
39 01	SERVICE CHARGES	41,666	50,561.90	121	249,996	270,877.72	108	500,000	229,122.28
39 03	ADMIN CHARGES	33,416	42,480.00	127	200,496	279,730.00	140	401,000	121,270.00
39 04	PENALTIES	65,804	45,926.99	70	394,824	358,373.43	91	789,650	431,276.57
39 05	NSF CHECKS	2,250	2,921.76	130	13,500	18,185.41	135	27,000	8,814.59
39 13	HIGH CONSUMP CHGS	0	340.00		0	2,300.00		0	2,300.00-
39 *	WATER OTHER INCOME	143,136	142,230.65	99	858,816	929,466.56	108	1,717,650	788,183.44
41 10	SOLID WASTE	197,804	211,317.98	107	1,186,824	1,217,218.93	103	2,373,648	1,156,429.07
41 20	RECYCLING REVENUE	31,424	31,918.91	102	188,544	190,274.02	101	377,088	186,813.98
41 30	GREEN WASTE	35,025	35,566.17	102	210,150	211,967.05	101	420,300	208,332.95
41 *	GARBAGE COLLECTION	264,253	278,803.06	106	1,585,518	1,619,460.00	102	3,171,036	1,551,576.00
45 *	GARBAGE-OTHER REVENUE	0	.00		0	.00		0	.00
90 01	FDOT MEDIAN MAINT	16,703	.00		33,406	31,265.00	94	62,530	31,265.00
90 03	FDOT MNT SIGNAL/HWY LIGHT	53,532	.00		107,064	.00		234,262	234,262.00
90 *	OTHER PHYSICAL ENVIRON	70,235	.00		140,470	31,265.00	22	296,792	265,527.00
343 **	PHYSICAL ENVIRONMENT	564,321	556,427.46	99	3,104,986	3,115,013.87	100	6,225,878	3,110,864.13
347	CULTURE/RECREATION								
20 10	GAZEBO-PAVILLION RENTAL	0	208.00		0	759.00		0	759.00-
39 10	PORCHER HOUSE - REVENUES	2,500	3,441.30	138	15,000	15,232.81	102	30,000	14,767.19
39 11	TENANT MAINTENANCE FEES	108	195.12	181	648	682.92	105	1,300	617.08
39 20	COCOA CIVIC CENTER	2,083	2,646.74	127	12,498	17,936.94	144	25,000	7,063.06
39 30	RIVERFRONT PARK	1,666	1,585.00	95	9,996	6,515.65	65	20,000	13,484.35
39 *	OTHER CULTURAL SERVICES	6,357	7,868.16	124	38,142	40,368.32	106	76,300	35,931.68
40 05	SPECIAL EVENT PERMITS	1,250	8,150.00	652	7,500	18,100.00	241	15,000	3,100.00-
50 10	EVENT FEES	416	.00		2,496	1,119.69	45	5,000	3,880.31
50 50	MISC FURNISHINGS	0	1,407.00		0	4,194.70		0	4,194.70-
50 *	SPECIAL REC FACILITIES	416	1,407.00	338	2,496	5,314.39	213	5,000	314.39-
347 **	CULTURE/RECREATION	8,023	17,633.16	220	48,138	64,541.71	134	96,300	31,758.29
340 ***	CHARGES FOR SERVICES	1,180,055	1,182,909.07		6,799,390	6,825,491.39		13,614,745	6,789,253.61

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
350		FINES AND FORFEITURES								
351		JUDGMENTS AND FINES								
90	00	OTHER	1,166	549.73	47	6,996	13,971.45	200	14,000	28.55
351	**	JUDGMENTS AND FINES	1,166	549.73	47	6,996	13,971.45	200	14,000	28.55
350	***	FINES AND FORFEITURES	1,166	549.73		6,996	13,971.45		14,000	28.55
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
10	00	INTEREST	5,000	11,732.43	235	30,000	72,477.14	242	60,000	12,477.14-
10	02	INVESTMENT INTEREST	11,666	20.79		69,996	15,903.59	23	140,000	124,096.41
10	10	SBA	66	128.03	194	396	393.38	99	800	406.62
10	11	INTEREST/CBOS	208	107.22	52	1,248	541.64	43	2,500	1,958.36
10	*	INTEREST	16,940	11,988.47	71	101,640	89,315.75	88	203,300	113,984.25
30	00	NET INC/DEC FMV INVESTMNT	0	183.93-		0	136,484.35-		0	136,484.35
40	00	GAIN/(LOSS) SALE INVEST	0	.17-		0	78.77		0	78.77-
40	*	GAIN/(LOSS) SALE INVEST	0	.17-		0	78.77		0	78.77-
361	**	INTEREST & OTHER EARNINGS	16,940	11,804.37	70	101,640	47,089.83-	46	203,300	250,389.83
362		RENT AND ROYALTIES								
00	00	RENT AND ROYALTIES	9,951	3,791.66	38	95,777	94,009.30	98	156,583	62,573.70
39	10	PORCHER HOUSE	0	1,290.86		0	1,290.86		0	1,290.86-
39	20	CIVIC CENTER	0	660.00		0	660.00		0	660.00-
39	*	RENTALS AND LEASES	0	1,950.86		0	1,950.86		0	1,950.86-
362	**	RENT AND ROYALTIES	9,951	5,742.52	58	95,777	95,960.16	100	156,583	60,622.84
364		DISPOSITION FIXED ASSETS								
10	00	GAIN/(LOSS)	0	.00		0	24,408.62		0	24,408.62-
364	**	DISPOSITION FIXED ASSETS	0	.00		0	24,408.62		0	24,408.62-
365		SALE SURPLUS MTRLS &SCRAP								
00	00	SALE SURPLUS MTRLS &SCRAP	0	.00		0	639.52		0	639.52-
365	**	SALE SURPLUS MTRLS &SCRAP	0	.00		0	639.52		0	639.52-
366		CONTRIBUTIONS & DONATIONS								
00	00	CONTRIBUTIONS & DONATIONS	0	1,000.00-		0	67,591.00		65,300	2,291.00-
10	*	DONATIONS-PRIVATE SOURCES	0	.00		0	.00		0	.00
366	**	CONTRIBUTIONS & DONATIONS	0	1,000.00-		0	67,591.00		65,300	2,291.00-

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
368		PENSION CONTRIBUTIONS								
368	**	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
369		OTHER MISC REVENUES								
90	00	OTHER MISC REVENUES	4,166	137,809.95	3308	24,996	192,890.85	772	50,000	142,890.85-
90	02	POLICE SECURITY SERVICES	3,008	17,509.75	582	18,048	65,839.14	365	36,100	29,739.14-
90	03	CODE ENF ABATE/DEMO REV	7,631	7,840.14	103	45,786	66,639.81	146	91,575	24,935.19
90	04	MISC. POLICE REVENUES	125	23.74	19	750	2,548.83	340	1,500	1,048.83-
90	05	INVESTIGATIVE COSTS REIM	4,533	1,557.47	34	27,198	22,787.00	84	54,400	31,613.00
90	09	PROPERTY REGISTRATION	625	200.00	32	3,750	1,700.00	45	7,500	5,800.00
90	*	OTHER MISC REVENUES	20,088	164,941.05	821	120,528	352,405.63	292	241,075	111,330.63-
96	00	INSURANCE REFUND/PROCEEDS	0	13,699.89		0	23,984.89		0	23,984.89-
369	**	OTHER MISC REVENUES	20,088	178,640.94	889	120,528	376,390.52	312	241,075	135,315.52-
360	***	MISCELLANEOUS REVENUES	46,979	195,187.83		317,945	517,899.99		666,258	148,358.01
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	10	TRF FROM COCOA CRA (110)	116,865	12,500.00	11	701,190	75,000.00	11	1,402,380	1,327,380.00
91	21	TRF FROM W/S FUND (421)	0	418,716.13-		0	418,716.13-		0	418,716.13
91	30	TRF FROM CAP PROJ (301)	86,535	.00		259,605	.00		778,819	778,819.00
91	*	TRANSFER FROM	203,400	406,216.13-	200	960,795	343,716.13-	36	2,181,199	2,524,915.13
381	**	INTERFUND TRANSFER	203,400	406,216.13-	200	960,795	343,716.13-	36	2,181,199	2,524,915.13
382		CONTRIBUTIONS ENTERPRISE								
40	00	CONTRIBUTIONS	603,112	603,112.92	100	3,618,672	3,618,677.52	100	7,237,355	3,618,677.48
40	01	6% PILOFF	130,242	130,243.00	100	781,452	781,458.00	100	1,562,914	781,456.00
40	*	CONTRIBUTIONS	733,354	733,355.92	100	4,400,124	4,400,135.52	100	8,800,269	4,400,133.48
382	**	CONTRIBUTIONS ENTERPRISE	733,354	733,355.92	100	4,400,124	4,400,135.52	100	8,800,269	4,400,133.48
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								

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	ESTIMATED	CURRENT ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
99 11		RESTR. CASH CARRY FORWARD	300	.00		1,800	.00		3,600	3,600.00
99 50		FUND BAL-APPROP. RESERVES	627,536	.00		3,288,423	.00		7,951,547	7,951,547.00
99	*	BALANCE FORWARD	627,836	.00		3,290,223	.00		7,955,147	7,955,147.00
389	**	NON OPERATING SOURCES	627,836	.00		3,290,223	.00		7,955,147	7,955,147.00
380	***	OTHER SOURCES(NON-REV)	1,564,590	327,139.79		8,651,142	4,056,419.39		18,936,615	14,880,195.61
FUND TOTAL		GENERAL FUND	3,546,811	2,502,559.10		29,750,722	24,177,099.00		52,299,070	28,121,971.00
GRAND TOTAL			3,546,811	2,502,559.10		29,750,722	24,177,099.00		52,299,070	28,121,971.00

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	87540	48145.98	55	525240	310276.78	59	.00	1050527	740250.22	30
11 **	EXECUTIVE SALARIES	87540	48145.98	55	525240	310276.78	59	.00	1050527	740250.22	30
12-00	REGULAR SALARIES & WAGES	1132988	949382.77	84	6802843	5649366.65	83	.00	13600887	7951520.35	42
12-06	SALARIES/CONTRACTUAL	2083	.00	0	12498	336.00	3	.00	25000	24664.00	1
12-07	EMS 1ST RESPONDER	0	.00	0	0	.00	0	.00	0	.00	0
12-09	SALARIES & WAGES CONTRA	0	.00	0	0	.00	0	.00	0	.00	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	5768	68343.40	1185	34608	132533.53	383	.00	69218	63315.53-	192
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	1140839	1017726.17	89	6849949	5782236.18	84	.00	13695105	7912868.82	42
13-00	OTHER SALARIES & WAGES	62090	65663.34	106	372540	397492.75	107	.00	745135	347642.25	53
13 **	OTHER SALARIES & WAGES	62090	65663.34	106	372540	397492.75	107	.00	745135	347642.25	53
14-00	OVERTIME	37839	46791.66	124	227034	272634.18	120	.00	454171	181536.82	60
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14-20	JAG COVID 2020-VD-BX-1270	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	37839	46791.66	124	227034	272634.18	120	.00	454171	181536.82	60
15-00	SPECIAL PAY	30707	31679.64	103	184242	180969.03	98	.00	368502	187532.97	49
15 **	SPECIAL PAY	30707	31679.64	103	184242	180969.03	98	.00	368502	187532.97	49
20-00	CLOTHING/SHOE ALLOWANCE	1996	3000.00	150	11976	7687.21	64	.00	23965	16277.79	32
20 **	CLOTHING/SHOE ALLOWANCE	1996	3000.00	150	11976	7687.21	64	.00	23965	16277.79	32
21-00	FICA TAXES	99276	89599.83	90	595656	520501.28	87	.00	1191443	670941.72	44
21 **	FICA TAXES	99276	89599.83	90	595656	520501.28	87	.00	1191443	670941.72	44
22-00	RETIREMENT CONTRIBUTIONS	84161	74211.46	88	504966	442027.72	88	.00	1010044	568016.28	44
22-01	FIREFIGHTERS	184289	175952.92	96	1105734	992567.02	90	.00	2211478	1218910.98	45
22-02	STATE CONTRIBUTIONS	20582	.00	0	174812	.00	0	.00	298342	298342.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
22-03	NON FRS RETIREMENT CONT	1968	2416.83	123	11808	14579.01	124	.00	23618	9038.99	62
22 **	RETIREMENT CONTRIBUTIONS	291000	252581.21	87	1797320	1449173.75	81	.00	3543482	2094308.25	41
23-00	INSURANCES	5890	5960.86	101	35340	40230.56	114	.00	70775	30544.44	57
23-02	MEDICARE PART B	32096	30277.80	94	192576	184056.05	96	2041.20	385160	199062.75	48
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	277587	226832.76	82	1665522	1227570.40	74	.00	3331151	2103580.60	37
23-05	HEALTH GF RETIREES 50%	3687	3276.96	89	22122	20071.38	91	.00	44241	24169.62	45
23-06	HEALTH GF RETIREES 100%	25396	22114.58	87	152376	134325.96	88	.00	304761	170435.04	44
23-07	DENTAL INSURANCE	14449	12122.27	84	86694	66575.90	77	.00	173467	106891.10	38
23-08	VISION INSURANCE	2791	2281.69	82	16746	12598.60	75	.00	33594	20995.40	38
23-09	LONG TERM DISABILITY	4019	3974.84	99	24114	21179.12	88	.00	48321	27141.88	44
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	365915	306841.76	84	2195490	1706607.97	78	2041.20	4391470	2682820.83	39
24-00	WORKER'S COMPENSATION	58362	57703.74	99	350172	330381.55	94	.00	700495	370113.45	47
24 **	WORKER'S COMPENSATION	58362	57703.74	99	350172	330381.55	94	.00	700495	370113.45	47
25-00	UNEMPLOYMENT COMPENSATION	833	2200.00	264	4998	2200.00	44	.00	10000	7800.00	22
25 **	UNEMPLOYMENT COMPENSATION	833	2200.00	264	4998	2200.00	44	.00	10000	7800.00	22
27-00	BENEFIT OFFSET	20770	17780.00	86	124660	95110.87	76	.00	249285	154174.13	38
27 **	BENEFIT OFFSET	20770	17780.00	86	124660	95110.87	76	.00	249285	154174.13	38
31-00	PROFESSIONAL SERVICES	39362	53489.30	136	200189	138437.43	69	246353.09	450323	65532.48	85
31-01	LEGAL EXPENSES	33337	30706.90	92	200022	159423.42	80	239549.58	487473	88500.00	82
31-02	MEDICAL SERVICES	4013	1316.50	33	24078	7309.26	30	34498.24	48160	6352.50	87
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	0	13905.00	0	13461	13905.00	103	.00	13905	.00	100

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
31-06	EDA-04-69-07348 GRANT	0	.00	0	0	.00	0	.00	0	.00	0
31-11	USDA MANAGE FOREST GRANT	0	.00	0	0	.00	0	.00	0	.00	0
31-13	FIND BV-C0-20-146 BT RAMP	1143	.00	0	3429	.00	0	.00	10284	10284.00	0
31-14	FIND BV-CO-20-147 DREDGIN	2054	.00	0	6162	.00	0	.00	18490	18490.00	0
31-15	FIND BV-CO-21-152 DRG PII	2500	.00	0	15000	.00	0	.00	30000	30000.00	0
31-16	FIND BV-CO-21-151 BT PII	0	.00	0	0	.00	0	.00	0	.00	0
31-33	EMPLOYEE HEALTH CENTER	17321	21996.94	127	103926	71261.39	69	136591.61	207853	.00	100
31 **	PROFESSIONAL SERVICES	99730	121414.64	122	566267	390336.50	69	656992.52	1266488	219158.98	83
32-00	ACCOUNTING & AUDITING	6166	53000.00	860	36996	69000.00	187	5000.00	74000	.00	100
32 **	ACCOUNTING & AUDITING	6166	53000.00	860	36996	69000.00	187	5000.00	74000	.00	100
34-00	CONTRACT SERVICES	94151	107809.03	115	602309	425880.00	71	460614.86	1150560	264065.14	77
34-02	FDEP-RESILIENCY4190120	0	.00	0	0	.00	0	.00	0	.00	0
34-03	CUSTOMER SERVICE CONTRACT	231642	240357.61	104	1389852	951316.83	68	.00	2779713	1828396.17	34
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	35034	28082.65	80	210204	168495.90	80	230838.60	450000	50665.50	89
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	360827	376249.29	104	2202365	1545692.73	70	691453.46	4380273	2143126.81	51
39-00	CONTINGENCY	9387	.00	0	86010	.00	0	.00	142346	142346.00	0
39-01	EMS RESTRICTED	0	.00	0	0	.00	0	.00	0	.00	0
39-10	RESERVE CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	4447	.00	0	17788	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	13834	.00	0	103798	.00	0	.00	142346	142346.00	0
40-00	TRAVEL & PER DIEM	9062	5130.85	57	54572	11315.92	21	.00	106668	95352.08	11
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
40-22	JAG-21-GG-01363	772	.00	0	2316	.00	0	.00	6951	6951.00	0
40 **	TRAVEL & PER DIEM	9834	5130.85	52	56888	11315.92	20	.00	113619	102303.08	10
41-00	COMMUNICATION	14574	22546.65	155	89555	72932.42	81	94013.40	181257	14311.18	92
41 **	COMMUNICATION	14574	22546.65	155	89555	72932.42	81	94013.40	181257	14311.18	92
42-00	POSTAGE & FREIGHT	37059	63032.35	170	225392	177130.32	79	224308.13	451546	50107.55	89
42 **	POSTAGE & FREIGHT	37059	63032.35	170	225392	177130.32	79	224308.13	451546	50107.55	89
43-00	ELECTRIC/WATER/SEWER	67960	79094.80	116	408478	258197.44	63	477215.84	811102	75688.72	91
43 **	ELECTRIC/WATER/SEWER	67960	79094.80	116	408478	258197.44	63	477215.84	811102	75688.72	91
44-00	RENTALS AND LEASES	12028	14543.84	121	71693	50021.56	70	95047.72	143889	1180.28-	101
44 **	RENTALS AND LEASES	12028	14543.84	121	71693	50021.56	70	95047.72	143889	1180.28-	101
45-00	INSURANCE	43565	.00	0	261436	138817.88	53	.00	522872	384054.12	27
45 **	INSURANCE	43565	.00	0	261436	138817.88	53	.00	522872	384054.12	27
46-00	REPAIRS & MAINTENANCE	49159	54868.12	112	457289	269109.22	59	169323.09	848579	410146.69	52
46-02	REPAIR/MAINT BUILDING	31654	18663.72	59	177323	108051.56	61	43844.87	367538	215641.57	41
46-03	REPAIR/MAINT-VEHICLES	13398	17468.88	130	220714	113205.25	51	4097.82	336698	219394.93	35
46-05	HYDRANT FEES	20016	20062.85	100	120096	120377.10	100	.00	240198	119820.90	50
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	114227	111063.57	97	975422	610743.13	63	217265.78	1793013	965004.09	46
47-00	PRINTING & BINDING	12591	19950.52	159	83274	59484.55	71	86465.83	172317	26366.62	85
47 **	PRINTING & BINDING	12591	19950.52	159	83274	59484.55	71	86465.83	172317	26366.62	85
48-00	PROMOTIONAL ACTIVITIES	4568	2624.01	57	45408	25685.56	57	2110.00	72850	45054.44	38
48-11	BUSINESS ASSIST. PROGRAM	0	.00	0	0	.00	0	.00	0	.00	0
48 **	PROMOTIONAL ACTIVITIES	4568	2624.01	57	45408	25685.56	57	2110.00	72850	45054.44	38
49-00	OTHER CHARGES & OBLIG.	13294	4388.10	33	79405	34146.28	43	144917.68	229274	50210.04	78
49-02	ADVERTISING	211	.00	0	1023	.00	0	.00	2300	2300.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-05	BROWNFIELDS REDEV PROG	0	.00	0	0	.00	0	.00	0	.00	0
49-06	BROWNFIELD PROG CITY COST	416	.00	0	2496	2000.00	80	.00	5000	3000.00	40
49-07	BAD DEBT EXPENSE	0	4310.89-	0	0	34030.63-	0	.00	0	34030.63	0
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-21	PD INVESTIGATIVE FUNDS	1110	.00	0	8328	14990.00	180	.00	15000	10.00	100
49 **	OTHER CHARGES & OBLIG.	15031	77.21	1	91252	17105.65	19	144917.68	251574	89550.67	64
51-00	OFFICE SUPPLIES	3740	1944.73	52	22440	10135.82	45	.00	43560	33424.18	23
51 **	OFFICE SUPPLIES	3740	1944.73	52	22440	10135.82	45	.00	43560	33424.18	23
52-00	OPERATING SUPPLIES	70031	43303.12	62	376508	479219.71	127	96314.57	868499	292964.72	66
52-02	UNIFORMS	7126	1861.64	26	42756	16725.39	39	37144.39	78474	24604.22	69
52-05	EMS 1st RESP-CONSUM SUPP	3863	2492.23	65	23178	22577.81	97	13014.55	46357	10764.64	77
52-07	JANITORIAL SUPPLIES	3398	3727.42	110	20495	14605.94	71	.00	41844	27238.06	35
52-10	HEATING FUEL	285	.00	0	1710	1282.17	75	2144.83	3427	.00	100
52-11	JAG GRANT	0	.00	0	0	.00	0	.00	0	.00	0
52-12	BULLETPROOF VEST GRANT	129-	.00	0	770	.00	0	.00	0	.00	0
52-13	VOCA GRANT	0	.00	0	0	.00	0	.00	0	.00	0
52-14	JAG 2020-DJ-BX-0410	0	.00	0	0	.00	0	.00	0	.00	0
52-22	BULLET PROOF V 2020	2271	1176.00	52	6813	10618.04	156	9289.96	20438	530.00	97
52-23	BULLET PROOF VEST 2021	2310	.00	0	11550	.00	0	25410.00	25410	.00	100
52-30	FUEL, OIL, & LUBRICANTS	25207	2136.81	9	149247	98928.98	66	.00	332460	233531.02	30
52-33	EMPLOYEE HEALTH CENTER	8379	6922.28	83	50274	28665.01	57	71882.99	100548	.00	100
52 **	OPERATING SUPPLIES	122741	61619.50	50	683301	672623.05	98	255201.29	1517457	589632.66	61
53-00	ROAD MATERIALS/SUPPLIES	3181	3240.56	102	19086	9539.94	50	4499.00	38175	24136.06	37

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
53 **	ROAD MATERIALS/SUPPLIES	3181	3240.56	102	19086	9539.94	50	4499.00	38175	24136.06	37
54-00	MEMBERSHIP/PUBLICATIONS	4174	1380.86	33	35348	42398.83	120	605.00	60894	17890.17	71
54 **	MEMBERSHIP/PUBLICATIONS	4174	1380.86	33	35348	42398.83	120	605.00	60894	17890.17	71
55-00	TRAINING	12115	4841.36	40	75575	40210.56	53	450.00	142664	102003.44	29
55-01	EDA PROGRAM	833	.00	0	4998	584.68	12	.00	10000	9415.32	6
55-22	JAG 21-GG-01363	772	.00	0	2316	.00	0	.00	6951	6951.00	0
55 **	TRAINING	13720	4841.36	35	82889	40795.24	49	450.00	159615	118369.76	26
56-15	IT-RELATED OPERATING EXP	324320	49812.36	15	1720911	446721.32	26	134972.73	3692465	3110770.95	16
56-16	EMS DATA COLLECTION-BEMO	0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS	324320	49812.36	15	1720911	446721.32	26	134972.73	3692465	3110770.95	16
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0
58-98	EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
58-99	OTHER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
58 **	WORK ORDER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	32877	.00	0	155010	327271.60	211	.00	352272	25000.40	93
61 **	LAND	32877	.00	0	155010	327271.60	211	.00	352272	25000.40	93
62-00	BUILDINGS	102220	8006.75	8	522712	74219.10	14	64289.85	1161036	1022527.05	12
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	102220	8006.75	8	522712	74219.10	14	64289.85	1161036	1022527.05	12
63-00	INFRASTRUCTURE	152552	226239.69	148	763531	476602.29	62	530252.85	2430450	1423594.86	41
63-04	FDOT LAP 2020-SIDEWALKS	0	.00	0	0	.00	0	.00	0	.00	0
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63-13	FIND BV-CO-20-146 BT RAMP	0	1536.70	0	0	3828.10	0	5448.30	0	9276.40-	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
63-14	FIND BV-CO-20-147 DREDGIN	0	1279.00	0	0	3120.30	0	5116.00	0	8236.30-	0
63-15	FIND BV-CO-21-152 DRGPII	22584	.00	0	67752	.00	0	203255.00	203255	.00	100
63-16	FIND BV-CO-21-151 BT PII	44447	.00	0	133341	.00	0	310442.00	400025	89583.00	78
63 **	INFRASTRUCTURE	219583	229055.39	104	964624	483550.69	50	1054514.15	3033730	1495665.16	51
64-00	MACHINERY AND EQUIPMENT	199917	61559.00	31	1129138	252895.06	22	1470047.50	2474468	751525.44	70
64-01	BC EMS GRANT 2020 AWARD	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	3463	18500.20	534	17315	35719.31	206	.00	38088	2368.69	94
64-16	FIREHOUSE SUBS-EXTRAC EQ	0	.00	0	0	.00	0	.00	0	.00	0
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	203380	80059.20	39	1146453	288614.37	25	1470047.50	2512556	753894.13	70
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	0	.00	0	1139796	1085744.00	95	.00	1139796	54052.00	95
81 **	AIDS TO GOVT AGENCY	0	.00	0	1139796	1085744.00	95	.00	1139796	54052.00	95
82-01	ECON DEV INCENTIVE CONTR	1666	.00	0	9996	20000.00	200	.00	20000	.00	100
82 **	AID PRIVATE ORGANIZATION	1666	.00	0	9996	20000.00	200	.00	20000	.00	100
83-00	OTHER GRANTS & AIDS	208	.00	0	1248	.00	0	.00	2500	2500.00	0
83-01	MISC GRANTS/DONATIONS	1266	.00	0	7596	.00	0	.00	15200	15200.00	0
83-10	CARES CRF #107-2020	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
83 **	OTHER GRANTS & AIDS	1474	.00	0	8844	.00	0	.00	17700	17700.00	0
91-03	TO CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	TO HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-07	TO BLDG PERM(107)	0	.00	0	0	.00	0	.00	0	.00	0
91-08	TO SEC 108 LOAN (108)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	TO COCOA CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	TO DIAMOND SQ (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	TO US 1 CRA (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TO GF DEBT SVC (201)	145757	145757.09	100	874542	874542.54	100	.00	1749088	874545.46	50
91-21	TO WATER SEWER (421)	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	0	.00	0	0	.00	0	.00	0	.00	0
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-32	TO RVRFRNT/LWP (302)	0	.00	0	0	.00	0	.00	0	.00	0
91-33	TO FISKE CAP PROJ (303)	0	.00	0	0	.00	0	.00	0	.00	0
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	145757	145757.09	100	874542	874542.54	100	.00	1749088	874545.46	50
FUND 001	TOTAL *********										
	GENERAL FUND	4187994	3394158.86	81	25843453	18857891.71	73	5681411.08	52299070	27759767.21	47
GRAND	TOTAL *********										
		4187994	3394158.86	81	25843453	18857891.71	73	5681411.08	52299070	27759767.21	47

FY 2022 Budget by Classification Report - Summary Listing

3/31/2022

Target for March 2022 is 50%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 69,083,674		$ 33,547,398	$ 35,536,276	49%
INTERGOVERNMENTAL/GRANTS	$ -		$ -	$ -	0%
MISCELLANEOUS	$ 214,444		$ (260,585)	$ 475,029	-122%
OTHER SOURCES (*NON-REVENUE)	$ 15,568,847		$ -	$ 15,568,847	0%
REVENUE TOTALS	**$ 84,866,965**	**-**	**$ 33,286,813**	**$ 51,580,152**	**39%**
EXPENSE					
SALARIES AND BENEFITS	$ 19,738,153	$ -	$ 7,584,355	$ 12,153,798	38%
OPERATING EXPENDITURES	$ 32,217,574	$ 7,515,325	$ 10,013,367	$ 14,688,882	54%
CAPITAL OUTLAY	$ 9,253,395	$ 1,329,555	$ 724,303	$ 7,199,537	22%
GRANTS, AIDS AND OTHER	$ 23,657,843	$ -	$ 13,879,529	$ 9,778,314	59%
EXPENSE TOTALS	**$ 84,866,965**	**$ 8,844,880**	**$ 32,201,554**	**$ 43,820,531**	48%
REVENUE TOTALS	**$ 84,866,965**	**$ -**	**$ 33,286,813**	**$ 51,580,152**	**39%**
EXPENSE TOTALS	**$ 84,866,965**	**$ 8,844,880**	**$ 32,201,554**	**$ 43,820,531**	**48%**
**	**$ -**	**$ (8,844,880)**	**$ 1,085,259**	**$ 7,759,621**	

*Includes adjustment in investments fair market value

**Unaudited

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320		OTHER PERMITS & FEES								
324		IMPACT FEES								
03	*	IMPACT FEES - RETAIL BLDG	0	.00		0	.00		0	.00
324	**	IMPACT FEES	0	.00		0	.00		0	.00
320	***	OTHER PERMITS & FEES	0	.00		0	.00		0	.00
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
334		STATE GRANT								
334	**	STATE GRANT	0	.00		0	.00		0	.00
337		GRANTS FROM LOCAL UNITS								
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
31	00	WATER SALES	4,832,138	4,600,251.56	95	28,992,828	27,621,272.07	95	57,985,663	30,364,390.93
33	00	WATER CONNECTION FEE	44,592	92,774.00	208	267,552	453,745.60	170	535,105	81,359.40
36	00	WATER HYDRANT FEES	314,823	319,057.44	101	1,888,938	1,899,030.61	101	3,777,881	1,878,850.39
39	06	HYDRANT RESID FLOW TEST	133	600.00	451	798	5,280.00	662	1,600	3,680.00-
39	07	BACKFLOW DEVICE TEST	12,083	21,067.91-	174	72,498	77,059.74	106	145,000	67,940.26
39	08	JUMPER METERS	58	.00		348	720.00	207	700	20.00-
39	09	PLAN REVIEW/CONST INSPECT	1,000	3,980.00	398	6,000	19,720.00	329	12,000	7,720.00-
39	10	BACKFLOW PRV/RLCT TEMP	41	215.42	525	246	1,152.52	469	500	652.52-
39	*	WATER OTHER INCOME	13,315	16,272.49-	122	79,890	103,932.26	130	159,800	55,867.74
51	00	SEWER SALES	518,281	539,332.22	104	3,109,686	3,275,416.29	105	6,219,374	2,943,957.71
51	*	SEWER SALES	518,281	539,332.22	104	3,109,686	3,275,416.29	105	6,219,374	2,943,957.71
53	02	SEWER CONN INDIAN HILLS	0	.00		0	5,926.76		0	5,926.76-
59	01	GREASE TRAP PERMITS	516	755.06	146	3,096	4,214.45	136	6,200	1,985.55
60	00	REUSE WATER SALES	32,720	29,595.60	91	196,320	181,214.90	92	392,651	211,436.10
60	01	REUSE WATER INSTALLATION	583	311.00	53	3,498	2,645.13	76	7,000	4,354.87
60	*	REUSE WATER SALES	33,303	29,906.60	90	199,818	183,860.03	92	399,651	215,790.97

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
343	**	PHYSICAL ENVIRONMENT	5,756,968	5,565,804.39	97	34,541,808	33,547,398.07	97	69,083,674	35,536,275.93
340	***	CHARGES FOR SERVICES	5,756,968	5,565,804.39		34,541,808	33,547,398.07		69,083,674	35,536,275.93
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
10	00	INTEREST	0	8,232.40		0	45,303.44		0	45,303.44-
10	02	INVESTMENT INTEREST	10,747	3,376.91	31	64,482	65,284.05	101	128,964	63,679.95
10	*	INTEREST	10,747	11,609.31	108	64,482	110,587.49	172	128,964	18,376.51
30	00	NET INC/DEC FMV INVESTMNT	0	29,873.99-		0	573,951.07-		0	573,951.07
40	00	GAIN/(LOSS) SALE INVEST	0	27.66-		0	167.53-		0	167.53
40	*	GAIN/(LOSS) SALE INVEST	0	27.66-		0	167.53-		0	167.53
361	**	INTEREST & OTHER EARNINGS	10,747	18,292.34-	170	64,482	463,531.11-	719	128,964	592,495.11
362		RENT AND ROYALTIES								
00	00	RENT AND ROYALTIES	108	.00		648	.00		1,300	1,300.00
362	**	RENT AND ROYALTIES	108	.00		648	.00		1,300	1,300.00
364		DISPOSITION FIXED ASSETS								
10	00	GAIN/(LOSS)	829	.00		4,974	18,672.92	375	9,950	8,722.92-
364	**	DISPOSITION FIXED ASSETS	829	.00		4,974	18,672.92	375	9,950	8,722.92-
365		SALE SURPLUS MTRLS &SCRAP								
00	00	SALE SURPLUS MTRLS &SCRAP	250	1,951.45	781	1,500	9,559.15	637	3,000	6,559.15-
365	**	SALE SURPLUS MTRLS &SCRAP	250	1,951.45	781	1,500	9,559.15	637	3,000	6,559.15-
369		OTHER MISC REVENUES								
90	00	OTHER MISC REVENUES	4,064	137,120.62	3374	24,384	151,805.57	623	48,778	103,027.57-
90	*	OTHER MISC REVENUES	4,064	137,120.62	3374	24,384	151,805.57	623	48,778	103,027.57-
96	00	INSURANCE REFUND/PROCEEDS	2,495	.00		7,485	22,908.43	306	22,452	456.43-
369	**	OTHER MISC REVENUES	6,559	137,120.62	2091	31,869	174,714.00	548	71,230	103,484.00-
360	***	MISCELLANEOUS REVENUES	18,493	120,779.73		103,473	260,585.04-		214,444	475,029.04
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	24	RENEW & REPLACE (424)	107,608	.00		430,432	.00		1,076,077	1,076,077.00

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
91	*	TRANSFER FROM	107,608	.00		430,432	.00		1,076,077	1,076,077.00
381	**	INTERFUND TRANSFER	107,608	.00		430,432	.00		1,076,077	1,076,077.00
383		INSTLMT PURCH/CAP LEASE								
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
83	*	CONTRIBUTION VIERA	0	.00		0	.00		0	.00
99	50	FUND BAL-APPROP. RESERVES	1,332,507	.00		6,497,723	.00		14,492,770	14,492,770.00
99	*	BALANCE FORWARD	1,332,507	.00		6,497,723	.00		14,492,770	14,492,770.00
389	**	NON OPERATING SOURCES	1,332,507	.00		6,497,723	.00		14,492,770	14,492,770.00
380	***	OTHER SOURCES(NON-REV)	1,440,115	.00		6,928,155	.00		15,568,847	15,568,847.00
FUND TOTAL		WATER/SEWER FUND	7,215,576	5,686,584.12		41,573,436	33,286,813.03		84,866,965	51,580,151.97
GRAND TOTAL			7,215,576	5,686,584.12		41,573,436	33,286,813.03		84,866,965	51,580,151.97

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	13479	10544.08	78	80874	66947.17	83	.00	161758	94810.83	41
11 **	EXECUTIVE SALARIES	13479	10544.08	78	80874	66947.17	83	.00	161758	94810.83	41
12-00	REGULAR SALARIES & WAGES	987337	728936.97	74	5931166	4298086.98	73	.00	11855226	7557139.02	36
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	14462.36	0	0	36090.13	0	.00	0	36090.13-	0
12 **	REGULAR SALARIES & WAGES	987337	743399.33	75	5931166	4334177.11	73	.00	11855226	7521048.89	37
13-00	OTHER SALARIES & WAGES	49754	31862.95	64	298524	207307.81	69	.00	597082	389774.19	35
13 **	OTHER SALARIES & WAGES	49754	31862.95	64	298524	207307.81	69	.00	597082	389774.19	35
14-00	OVERTIME	54329	62736.31	116	325994	392095.99	120	.00	652002	259906.01	60
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	54329	62736.31	116	325994	392095.99	120	.00	652002	259906.01	60
15-00	SPECIAL PAY	1433	175.00	12	8598	1050.00	12	.00	17200	16150.00	6
15 **	SPECIAL PAY	1433	175.00	12	8598	1050.00	12	.00	17200	16150.00	6
20-00	CLOTHING/SHOE ALLOWANCE	1804	240.00	13	10824	18452.09	171	.00	21665	3212.91	85
20 **	CLOTHING/SHOE ALLOWANCE	1804	240.00	13	10824	18452.09	171	.00	21665	3212.91	85
21-00	FICA TAXES	70083	62210.84	89	420498	376933.78	90	.00	841032	464098.22	45
21 **	FICA TAXES	70083	62210.84	89	420498	376933.78	90	.00	841032	464098.22	45
22-00	RETIREMENT CONTRIBUTIONS	118770	98498.24	83	712620	766956.81	108	.00	1425261	658304.19	54
22-01	GASB 68 PENS EXP	0	.00	0	0	.00	0	.00	0	.00	0
22-03	NON FRS RETIREMENT CONT	0	381.54	0	0	5911.70	0	.00	0	5911.70-	0
22 **	RETIREMENT CONTRIBUTIONS	118770	98879.78	83	712620	772868.51	109	.00	1425261	652392.49	54
23-00	INSURANCES	4340	4383.28	101	26040	25774.93	99	.00	52100	26325.07	50
23-02	RETIREES OTHER INSURANCES	11968	9865.80	82	71808	69582.47	97	.00	143620	74037.53	48
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	245581	168667.90	69	1473486	914060.53	62	.00	2947000	2032939.47	31

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-05	HEALTH RETIREES 50%	818	819.24	100	4908	4915.44	100	.00	9832	4916.56	50
23-06	HEALTH RETIREES 100%	5734	4096.20	71	34404	26215.68	76	.00	68817	42601.32	38
23-07	DENTAL INSURANCE	11828	8376.57	71	70968	46058.34	65	.00	141961	95902.66	32
23-08	VISION INSURANCE	2300	1605.12	70	13800	8831.38	64	.00	27632	18800.62	32
23-09	LONG TERM DISABILITY	3024	2863.54	95	18144	15618.07	86	.00	36300	20681.93	43
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	285593	200677.65	70	1713558	1111056.84	65	.00	3427262	2316205.16	32
24-00	WORKER'S COMPENSATION	45585	37900.38	83	273510	233175.54	85	.00	547065	313889.46	43
24 **	WORKER'S COMPENSATION	45585	37900.38	83	273510	233175.54	85	.00	547065	313889.46	43
25-00	UNEMPLOYMENT COMPENSATION	1845	6804.09	369	3925	6804.09	173	.00	15000	8195.91	45
25 **	UNEMPLOYMENT COMPENSATION	1845	6804.09	369	3925	6804.09	173	.00	15000	8195.91	45
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	14800	11300.00	76	88800	63485.80	72	.00	177600	114114.20	36
27 **	BENEFIT OFFSET	14800	11300.00	76	88800	63485.80	72	.00	177600	114114.20	36
31-00	PROFESSIONAL SERVICES	50750	13050.31	26	291013	66595.63	23	195299.21	595537	333642.16	44
31-01	LEGAL EXPENSES	39440	22052.43	56	232616	27061.43	12	59283.76	469258	382912.81	18
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	114872	94783.30	83	663865	494698.61	75	992383.78	1512658	25575.61	98
31-33	EMPLOYEE HEALTH CENTER	12459	15822.36	127	74754	51258.18	69	98250.82	149509	.00	100
31 **	PROFESSIONAL SERVICES	217521	145708.40	67	1262248	639613.85	51	1345217.57	2726962	742130.58	73
32-00	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
32 **	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
34-00	CONTRACT SERVICES	126043	27093.36	22	740637	122777.65	17	452588.08	1443442	868076.27	40
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	580580	580580.00	100	3483480	3483480.00	100	.00	6966971	3483491.00	50
34 **	CONTRACT SERVICES	706623	607673.36	86	4224117	3606257.65	85	452588.08	8410413	4351567.27	48
39-00	CONTINGENCY	111190	.00	0	495944	.00	0	.00	1163099	1163099.00	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	111190	.00	0	495944	.00	0	.00	1163099	1163099.00	0
40-00	TRAVEL AND PER DIEM	1268	324.18	26	7790	1244.84	16	.00	15438	14193.16	8
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL AND PER DIEM	1268	324.18	26	7790	1244.84	16	.00	15438	14193.16	8
41-00	COMMUNICATION	16432	21332.33	130	93493	91852.17	98	97101.75	192103	3149.08	98
41 **	COMMUNICATION	16432	21332.33	130	93493	91852.17	98	97101.75	192103	3149.08	98
42-00	FREIGHT & POSTAGE SERVICE	1476	178.92	12	8856	884.89	10	.00	17740	16855.11	5
42 **	FREIGHT & POSTAGE SERVICE	1476	178.92	12	8856	884.89	10	.00	17740	16855.11	5
43-00	ELECTRIC/WATER/SEWER	184746	156430.78	85	1108476	515334.75	47	1112087.53	2092180	464757.72	78
43 **	ELECTRIC/WATER/SEWER	184746	156430.78	85	1108476	515334.75	47	1112087.53	2092180	464757.72	78
44-00	RENTAL AND LEASES	3239	8325.00	257	19434	12040.74	62	3285.00	38900	23574.26	39
44 **	RENTAL AND LEASES	3239	8325.00	257	19434	12040.74	62	3285.00	38900	23574.26	39
45-00	INSURANCE	36650	.00	0	314439	150531.09	48	.00	537742	387210.91	28
45 **	INSURANCE	36650	.00	0	314439	150531.09	48	.00	537742	387210.91	28
46-00	REPAIRS & MAINTENANCE	674038	663749.23	99	4003490	2115827.91	53	1498450.23	7178998	3564719.86	50
46-02	REPAIR/MAINT BUILDING	34330	123044.92	358	169760	132589.32	78	122979.74	360837	105267.94	71
46-03	REPAIR/MAINT-VEHICLES	18957	8488.05	45	113742	63497.33	56	.00	234437	170939.67	27
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46 **	REPAIRS & MAINTENANCE	727325	795282.20	109	4286992	2311914.56	54	1621429.97	7774272	3840927.47	51
47-00	PRINTING & BINDING	615	.00	0	3690	362.00	10	90.00	7420	6968.00	6
47 **	PRINTING & BINDING	615	.00	0	3690	362.00	10	90.00	7420	6968.00	6
48-00	PROMOTIONAL ACTIVITIES	1666	339.18	20	9996	1039.18	10	4499.00	20000	14461.82	28
48 **	PROMOTIONAL ACTIVITIES	1666	339.18	20	9996	1039.18	10	4499.00	20000	14461.82	28
49-00	OTHER CHARGES & OBLIG.	3009	855.40	28	16091	21945.96	136	.00	41955	20009.04	52
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	4286.43-	0	0	30205.64-	0	.00	0	30205.64	0
49-08	CASH OVER & UNDER	0	101.00-	0	0	79.45-	0	.00	0	79.45	0
49-09	DOCUMENT RECORDING CHGS	250	160.00-	64-	1500	2060.00-	137-	.00	3000	5060.00	69-
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.	3259	3692.03-	113-	17591	10399.13-	59-	.00	44955	55354.13	23-
51-00	OFFICE SUPPLIES	1805	1059.59	59	10830	7002.70	65	5.95	21702	14693.35	32
51 **	OFFICE SUPPLIES	1805	1059.59	59	10830	7002.70	65	5.95	21702	14693.35	32
52-00	OPERATING SUPPLIES	42553	79820.65	188	263628	411872.57	156	118639.67	663031	132518.76	80
52-07	JANITORIAL SUPPLIES	769	1033.27	134	4614	3839.01	83	.00	9240	5400.99	42
52-09	CHEMICALS	374023	380502.59	102	2244138	1834781.73	82	2540698.89	4488258	112777.38	98
52-30	FUEL OIL & LUBRICANTS	33488	14051.21	42	200928	141815.32	71	55640.66	407491	210035.02	49
52-33	EMPLOYEE HEALTH CENTER	6027	4979.18	83	36162	20618.71	57	51705.29	72324	.00	100
52 **	OPERATING SUPPLIES	456860	480386.90	105	2749470	2412927.34	88	2766684.51	5640344	460732.15	92
53-00	ROAD MATERIALS/SUPPLIES	1943	1161.58	60	11658	18995.48	163	1004.52	30000	10000.00	67
53 **	ROAD MATERIALS/SUPPLIES	1943	1161.58	60	11658	18995.48	163	1004.52	30000	10000.00	67
54-00	MEMBERSHIP/PUBLICATIONS	3284	.00	0	19704	33006.50	168	.00	39445	6438.50	84
54 **	MEMBERSHIP/PUBLICATIONS	3284	.00	0	19704	33006.50	168	.00	39445	6438.50	84

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
55-00	TRAINING	6863	3130.33	46	40696	17292.54	43	13644.00	81894	50957.46	38
55-01	EDA PROGRAM	339	.00	0	1017	333.18	33	.00	3050	2716.82	11
55 **	TRAINING	7202	3130.33	44	41713	17625.72	42	13644.00	84944	53674.28	37
56-00	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	300627	37641.47	13	1544758	203132.78	13	97687.52	3359915	3059094.70	9
56 **	TECHNOLOGY SYSTEMS	300627	37641.47	13	1544758	203132.78	13	97687.52	3359915	3059094.70	9
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	557127	123835.63	22	2732224	166182.63	6	897334.03	7125133	6061616.34	15
63-06	FDEM H0477 LS#1	0	.00	0	0	.00	0	.00	0	.00	0
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	557127	123835.63	22	2732224	166182.63	6	897334.03	7125133	6061616.34	15
64-00	MACHINERY & EQUIPMENT	146342	20782.00	14	741966	426774.00	58	432221.05	1673312	814316.95	51
64-15	IT HARDWARE	38897	.00	0	221564	131346.61	59	.00	454950	323603.39	29
64 **	MACHINERY & EQUIPMENT	185239	20782.00	11	963530	558120.61	58	432221.05	2128262	1137920.34	47
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

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
71-20	SERIES 2020	0	.00	0	0	60020.00-	0	.00	0	60020.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	60020.00-	0	.00	0	60020.00	0
72-20	W/S SERIES 2020	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SERVICE COST	10	.00	0	40	2250.00	5625	.00	100	2150.00-2250	
73 **	OTHER DEBT SERVICE COST	10	.00	0	40	2250.00	5625	.00	100	2150.00-2250	
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
91-01	TRANSFER TO GEN FUND 001	603112	184396.79	31	3618672	3199961.39	88	.00	7237355	4037393.61	44
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-24	RENEWAL & REPLACE 424	166961	.00	0	6552203	6218281.00	95	.00	7553968	1335687.00	82
91-25	TO RESTRICTED ASSET 425	608525	622933.04	102	3651150	3737598.24	102	.00	7302306	3564707.76	51
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0
91-27	TO TCR/SJR PROJECT 427	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-42	IMPACT FEES FUND 422	0	.00	0	0	.00	0	.00	0	.00	0
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	1378598	807329.83	59	13822025	13155840.63	95	.00	22093629	8937788.37	60
95-01	6% ILO FRANCHISE FEE	130242	130243.00	100	781452	781458.00	100	.00	1562914	781456.00	50
95 **	NONOPERATING	130242	130243.00	100	781452	781458.00	100	.00	1562914	781456.00	50
FUND 421	TOTAL ********* WATER/SEWER FUND	6679859	4604203.06	69	44399961	32201553.71	73	8844880.48	84866965	43820530.81	48
GRAND	TOTAL *********										

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
		6679859	4604203.06	69	44399961	32201553.71	73	8844880.48	84866965	43820530.81	48

FY 2022 Budget by Classification Report - Summary Listing

3/31/2022

Target for March 2022 is 50%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
***STORMWATER ASSESSMENT**	$ 1,830,148		$ 1,693,150	$ 136,998	93%
CHARGES FOR SERVICES	$ -		$ (691)	$ 691	100%
INTERGOVERNMENTAL/GRANT	$ 13,054		$ 13,900	$ (846)	0%
MISCELLANEOUS	$ 400		$ 15,297	$ (14,897)	100%
OTHER SOURCES (NON-REVENUE)	$ 289,989		$ -	$ 289,989	0%
REVENUE TOTALS	**$ 2,133,591**	**-**	**$ 1,721,656**	**$ 411,935**	**81%**
EXPENSE					
SALARIES AND BENEFITS	$ 647,688	$ -	$ 201,914	$ 445,774	31%
OPERATING EXPENDITURES	$ 699,578	$ 92,352	$ 217,296	$ 389,930	44%
CAPITAL OUTLAY	$ 786,325	$ 220,926	$ 157,869	$ 407,530	48%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	
EXPENSE TOTALS	**$ 2,133,591**	**$ 313,278**	**$ 577,079**	**$ 1,243,234**	**42%**
REVENUE TOTALS	**$ 2,133,591**	**$ -**	**$ 1,721,656**	**$ 411,935**	**81%**
EXPENSE TOTALS	**$ 2,133,591**	**$ 313,278**	**$ 577,079**	**$ 1,243,234**	**42%**
	$ -	**$ (313,278)**	**$ 1,144,577**	**$ (831,299)**	

*Stormwater Assessment Revenues come in November-March

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	35209	24150.41	69	211254	150311.29	71	.00	422519	272207.71	36
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	.00	0	0	608.05	0	.00	0	608.05-	0
12 **	REGULAR SALARIES & WAGES	35209	24150.41	69	211254	150919.34	71	.00	422519	271599.66	36
13-00	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
13 **	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
14-00	OVERTIME	506	243.53	48	3036	3368.99	111	.00	6075	2706.01	56
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	506	243.53	48	3036	3368.99	111	.00	6075	2706.01	56
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	60	.00	0	360	720.00	200	.00	720	.00	100
20 **	CLOTHING/SHOE ALLOWANCE	60	.00	0	360	720.00	200	.00	720	.00	100
21-00	FICA TAXES	2328	1838.63	79	13968	11704.31	84	.00	27937	16232.69	42
21 **	FICA TAXES	2328	1838.63	79	13968	11704.31	84	.00	27937	16232.69	42
22-00	RETIREMENT CONTRIBUTIONS	3235	2639.45	82	19410	16688.69	86	.00	38830	22141.31	43
22-01	GASB68 PENS EXP	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	3235	2639.45	82	19410	16688.69	86	.00	38830	22141.31	43
23-00	INSURANCES	108	92.92	86	648	593.56	92	.00	1300	706.44	46
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	7666	4970.96	65	45996	30092.03	65	.00	92000	61907.97	33
23-07	DENTAL INSURANCE	275	195.64	71	1650	1231.92	75	.00	3300	2068.08	37
23-08	VISION INSURANCE	58	42.62	74	348	239.13	69	.00	700	460.87	34
23-09	LONG TERM DISABILITY	108	93.98	87	648	544.93	84	.00	1300	755.07	42
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	8215	5396.12	66	49290	32701.57	66	.00	98600	65898.43	33
24-00	WORKER'S COMPENSATION	4017	3467.57	86	24102	21726.45	90	.00	48207	26480.55	45
24 **	WORKER'S COMPENSATION	4017	3467.57	86	24102	21726.45	90	.00	48207	26480.55	45
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	2220.54	93	.00	4800	2579.46	46
27 **	BENEFIT OFFSET	400	400.00	100	2400	2220.54	93	.00	4800	2579.46	46
31-00	PROFESSIONAL SERVICES	10105	325.00	3	58820	28834.93	49	53438.24	119462	37188.83	69
31-01	LEGAL EXPENSES	41	.00	0	246	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	607	771.82	127	3642	2500.40	69	4793.60	7294	.00	100
31 **	PROFESSIONAL SERVICES	10753	1096.82	10	62708	31335.33	50	58231.84	127256	37688.83	70
34-00	CONTRACT SERVICES	4403	.00	0	20572	34976.56	170	.00	47000	12023.44	74
34-10	COST OF GENERAL FUND SVCS	15758	15758.00	100	94548	94548.00	100	.00	189096	94548.00	50
34 **	CONTRACT SERVICES	20161	15758.00	78	115120	129524.56	113	.00	236096	106571.44	55
39-00	CONTINGENCY	8168	.00	0	46094	.00	0	.00	83009	83009.00	0
39 **	CONTINGENCY	8168	.00	0	46094	.00	0	.00	83009	83009.00	0
40-00	TRAVEL & PER DIEM	237	.00	0	1422	27.79	2	.00	2850	2822.21	1
40 **	TRAVEL & PER DIEM	237	.00	0	1422	27.79	2	.00	2850	2822.21	1
41-00	COMMUNICATION	173	499.11	289	1038	1180.11	114	711.89	2076	184.00	91
41 **	COMMUNICATION	173	499.11	289	1038	1180.11	114	711.89	2076	184.00	91
42-00	POSTAGE & FREIGHT	41	.00	0	246	14.76	6	.00	500	485.24	3
42 **	POSTAGE & FREIGHT	41	.00	0	246	14.76	6	.00	500	485.24	3
43-00	ELECTRIC/WATER/SEWER	1250	1184.40	95	7500	5149.74	69	6182.90	15000	3667.36	76

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
43 **	ELECTRIC/WATER/SEWER	1250	1184.40	95	7500	5149.74	69	6182.90	15000	3667.36	76
44-00	RENTALS AND LEASES	2003	123.78	6	10223	123.78	1	19750.00	22250	2376.22	89
44 **	RENTALS AND LEASES	2003	123.78	6	10223	123.78	1	19750.00	22250	2376.22	89
45-00	INSURANCE	871	.00	0	5226	3167.77	61	.00	12228	9060.23	26
45 **	INSURANCE	871	.00	0	5226	3167.77	61	.00	12228	9060.23	26
46-00	REPAIRS & MAINTENANCE	7923	3881.28	49	41774	18528.60	44	.00	111522	92993.40	17
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	3498	5457.13	156	20988	16078.17	77	1467.00	41977	24431.83	42
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	11421	9338.41	82	62762	34606.77	55	1467.00	153499	117425.23	24
47-00	PRINTING & BINDING	41	.00	0	246	187.00	76	.00	500	313.00	37
47 **	PRINTING & BINDING	41	.00	0	246	187.00	76	.00	500	313.00	37
49-00	OTHER CHARGES & OBLIG.	22	.00	0	132	.00	0	.00	267	267.00	0
49-07	BAD DEBT EXPENSE	0	227.60-	0	0	1832.12-	0	.00	0	1832.12	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	22	227.60-	1035-	132	1832.12-	1388-	.00	267	2099.12	686-
51-00	OFFICE SUPPLIES	41	30.16	74	246	30.16	12	.00	500	469.84	6
51 **	OFFICE SUPPLIES	41	30.16	74	246	30.16	12	.00	500	469.84	6
52-00	OPERATING SUPPLIES	1088	1114.80	103	6028	2500.08	42	3026.31	12564	7037.61	44
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	479	.00	0	2874	7059.24	246	.00	19145	12085.76	37
52-33	EMPLOYEE HEALTH CENTER	294	242.91	83	1764	1005.78	57	2522.22	3528	.00	100
52 **	OPERATING SUPPLIES	1861	1357.71	73	10666	10565.10	99	5548.53	35237	19123.37	46
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

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
54-00	MEMBERSHIP/PUBLICATIONS	69	.00	0	393	815.00	207	.00	815	.00	100
54 **	MEMBERSHIP/PUBLICATIONS	69	.00	0	393	815.00	207	.00	815	.00	100
55-00	TRAINING	393	328.02	84	2379	1480.02	62	.00	4735	3254.98	31
55 **	TRAINING	393	328.02	84	2379	1480.02	62	.00	4735	3254.98	31
56-15	IT-RELATED OPERATING EXP	394	.00	0	394	920.00	234	460.00	2760	1380.00	50
56 **	TECHNOLOGY SYSTEMS	394	.00	0	394	920.00	234	460.00	2760	1380.00	50
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	49994	20882.14	42	289553	28686.74	10	178957.63	589523	381878.63	35
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	49994	20882.14	42	289553	28686.74	10	178957.63	589523	381878.63	35
64-00	MACHINERY & EQUIPMENT	16455	.00	0	86162	129181.97	150	41968.75	196802	25651.28	87
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	16455	.00	0	86162	129181.97	150	41968.75	196802	25651.28	87
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	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	TO WATER SEWER (421)	0	.00	0	0	.00	0	.00	0	.00	0
91-26	WS CPTL PROJ 2018B 426	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
FUND 423	TOTAL *********										
	STORMWATER UTILITY	178318	88506.66	50	1026330	615214.37	60	313278.54	2133591	1205098.09	44
GRAND	TOTAL *********										
		178318	88506.66	50	1026330	615214.37	60	313278.54	2133591	1205098.09	44

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320		OTHER PERMITS & FEES								
325		SPECIAL ASSESSMENT								
23	01	STRMWTR SPEC ASSMNT	144,179	50,672.38	35	865,074	1,693,150.07	196	1,730,148	36,997.93
23	04	TAX CERTIFICATES	8,333	.00		49,998	.00		100,000	100,000.00
23	*	STORMWATER	152,512	50,672.38	33	915,072	1,693,150.07	185	1,830,148	136,997.93
325	**	SPECIAL ASSESSMENT	152,512	50,672.38	33	915,072	1,693,150.07	185	1,830,148	136,997.93
320	***	OTHER PERMITS & FEES	152,512	50,672.38		915,072	1,693,150.07		1,830,148	136,997.93
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
338		SHARED REVENUE LOCAL UNIT								
10	02	CHURCH STREET BAFFLE BOX	0	.00		0	13,900.00		0	13,900.00-
10	05	SAVE OUR INDIAN RVR LAGN	1,450	.00		4,350	.00		13,054	13,054.00
10	*	SHARED REV - BREVARD CTY	1,450	.00		4,350	13,900.00	320	13,054	846.00-
338	**	SHARED REVENUE LOCAL UNIT	1,450	.00		4,350	13,900.00	320	13,054	846.00-
330	***	INTERGOVERNMENTAL REVENUE	1,450	.00		4,350	13,900.00		13,054	846.00-
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
91	00	STORMWATER FEES	0	59.53-		0	690.13-		0	690.13
91	*	STORMWATER FEES	0	59.53-		0	690.13-		0	690.13
343	**	PHYSICAL ENVIRONMENT	0	59.53-		0	690.13-		0	690.13
340	***	CHARGES FOR SERVICES	0	59.53-		0	690.13-		0	690.13
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
10	00	INTEREST	0	1,166.05		0	6,564.23		0	6,564.23-
10	02	INVESTMENT INTEREST	0	.00		0	551.35		0	551.35-
10	10	SBA	0	20.99		0	23.06		0	23.06-
10	*	INTEREST	0	1,187.04		0	7,138.64		0	7,138.64-
30	00	NET INC/DEC FMV INVESTMNT	0	.00		0	4,704.53-		0	4,704.53
40	*	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361	**	INTEREST & OTHER EARNINGS	0	1,187.04		0	2,434.11		0	2,434.11-

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	8,968.75		0	8,968.75-
364 **	DISPOSITION FIXED ASSETS	0	.00		0	8,968.75		0	8,968.75-
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	33	3,893.93	1800	198	3,893.93	1967	400	3,493.93-
369 **	OTHER MISC REVENUES	33	3,893.93	1800	198	3,893.93	1967	400	3,493.93-
360 ***	MISCELLANEOUS REVENUES	33	5,080.97		198	15,296.79		400	14,896.79-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
99 50	FUND BAL-APPROP. RESERVES	26,397	.00		131,610	.00		289,989	289,989.00
99 *	BALANCE FORWARD	26,397	.00		131,610	.00		289,989	289,989.00
389 **	NON OPERATING SOURCES	26,397	.00		131,610	.00		289,989	289,989.00
380 ***	OTHER SOURCES(NON-REV)	26,397	.00		131,610	.00		289,989	289,989.00
FUND TOTAL	STORMWATER UTILITY	180,392	55,693.82		1,051,230	1,721,656.73		2,133,591	411,934.27
GRAND TOTAL		180,392	55,693.82		1,051,230	1,721,656.73		2,133,591	411,934.27

Legislation Details (With Text)

File #:	22-236	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	4/15/2022			**In control:**	City Council
On agenda:	4/26/2022			**Final action:**	
Title:	In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Change Order Authorizations 03-31-22.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 15, 2022
Agenda Date: April 26,2022
Prepared By: Colleen Campbell, MBA, Senior Budget Analyst
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, 2022. 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.

FY2022 Change Orders - CM authorized to execute

applied to contingency | as of: 3/31/2022

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY21 Cum.	FY22 Cum.	FY2022 Expenditures	FY2021 Expenditures
GR2108	Fiske Blvd/Broadmoor Acres Drainage Improvement										
Op. Rev.		289,131.70	3/22/2022	2022-025							
Project Manager:		26,284.70	contingency and other costs authorized								
account #	303-3570-538.63-01	262,847.00	exp authorized before contingency				Cumulative		FY22 cum		
	424-4055-536.63-01										
	Tiera Inc.			FY2022	?		$ 262,847.00		$ 262,847.00		
	PO# ?										
		26,285									
GR2102	Lift Station #1 Replacement										
Op. Rev.		718,638.00	12/14/2021	2021-124							
Project Manager:		65,331.00	contingency and other costs authorized								
account #	424-4055-536.63-06	653,307.00	exp authorized before contingency				Cumulative		FY22 cum		
	Carr & Collier			FY2022	44236	653,307.00	$ 653,307.00		$ 653,307.00		
	PO # 079254										
		65,331									
N/A	Chemical Building Roof Replacement										
Op. Rev.		270,096.96	12/14/2021	2021-118							
Project Manager:		24,554.00	contingency and other costs authorized								
account #	421-4020-536.46-02	245,542.96	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum		
	Tech Systems, Inc			FY2022	44070	245,542.96	$ 245,542.96		$ 245,542.96	$ 245,542.96	
	PO# 079141										
		24,554									
WS18MI	PINEDA										
Op. Rev.		12,066,069.40	11/30/2021	21-112							
Project Manager:	City of Melbourne	1,096,915.40	contingency and other costs authorized								
account #	426-4055-536.63-00	10,969,154.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum		
	421-4055-536.63-00										
	City of Melbourne			FY2021	WIRE	10,969,154.00	$ 11,368,313.24	$ 10,969,154.00	$ 399,159.24	$ 485,192.24	$ 10,969,154.00
	WIRE			FY2022	WIRE	399,159.24					
		611,723		CO #2	WIRE	86,033.00					
PW08SP	Paving										
Op. Rev.		310,427.08	10/26/2021	2021-104							
Project Manager:		7,443.40	contingency and other costs authorized								
account #	001-3510-541.63-00	292,556.60	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum		
		17,870.48	exp increased with contingency Agenda 22-135								
	VA Paving			FY2022	43800	292,556.60	$ 292,556.60		$ 292,556.60		
	PO# 78906			CO #1	44237	17,870.48	$ 17,870.48		$ 17,870.48		
		-									
WS16MM	Marlin Manor										
Op. Rev.		3,528,617.74	10/26/2021	2021-102							
Project Manager:		320,783.43	contingency and other costs authorized								
account #	424-4055-536.63-00	3,207,834.31	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum		
	Atlantic Development			FY2022	43818	3,207,834.31	$ 3,207,834.31		$ 3,207,834.31	$ 1,308,249.06	
	PO# 78969			Rockledge CO #1	44069	15,335.21					
		284,692	**Cocoa**								
		20,756	**Rockledge**								
WS21OU	Ozone										
Op. Rev.		1,187,074.00	8/24/2021	2021-079							
Project Manager:		108,000.00	contingency and other costs authorized								
account #	424-4020-536.63-00	1,079,074.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum		
				FY2021	43248	1,079,074.00	$ 1,079,074.00		$ 1,079,074.00	$ 950,884.00	
	Vortex Services			CO #1	43248	(10.00)					
	PO#78445			CO #2	44000	99,587.30					
		8,413									
FL21FL	Fuel Tanks										
Op. Rev.		572,848.94	7/27/2021	2021-062							
Project Manager:	Tony Jones	27,373.00	contingency and other costs authorized				Cumulative	FY21 cum	FY22 cum		
account #	421-4010-536.63-00	545,475.94	exp authorized before contingency								
	423-3570-538.63-00 and 001-3540-519.63-00			FY2021	43106	65,280.62	$ 65,280.62		$ 65,280.62	$ 65,281.00	
				FY2021	43104	480,195.29	$ 480,195.29		$ 480,195.29	$ 147,729.31	$ 80,721.58
	JRS Enterprises East Coast	11,770	421-4010-536.63-00								
	PO #78317 and 78325	13,960	001-3540-519.63-00								
		1,643	423-3570-538.63-00								
		27,373									

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY21 Cum.	FY22 Cum.	FY2022 Expenditures	FY2021 Expenditures
WS21WS											
Op. Rev.		251,900.00	4/27/2021 and 7/27/21 (Additional Contingency)	2021-035 & 2021-065							
Project Manager:		53,950.00	contingency and other costs authorized								
account #	424-4020-536.63-00	197,950.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum		
	Vortex Services			FY2021	42724	197,950.00	$ 251,900.00		$ 251,900.00	$ 91,475.00	$ 106,475.00
	PO#78016			CO#1	43114	53,950.00					
		-									
WS21FM											
Op. Rev.		256,410.00	12/8/2020	2020-250							
Project Manager:		23,310.00	contingency and other costs authorized								
account #	421-4055-536.63-00	233,100.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum		
	Danus Utility			FY2021	42151	233,100.00	$ 233,100.00		$ 233,100.00	$ 79,596.96	
	Contractor PO# 77555										
		23,310									
WS1404											
Op. Rev.		2,616,301.00	11/10/2020	2020-229							
Project Manager:		237,845.00	contingency and other costs authorized								
account #	426-4055-536.63-00	2,378,456.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum		
	Integrated Fire and Security Solutions			FY2021	42305	2,378,456.00	$ 2,407,684.00	$ 2,378,456.00	$ 29,228.00	$ 1,352,875.47	$ 882,812.20
	Contractor PO# 77691			FY2022 CO # 2	43970	29,228.00					
				FY2022 CO # 3		124,901.00					
				FY2022 CO # 4		13,875.00					
				FY2022 CO # 5		17,550.00					
				FY2022 CO # 6	44125	10,091.00					
		42,200									
WS1222	BNR Process Improvements										
Op. Rev.		1,658,802.00	2/22/2022	2022-018							
Project Manager:		150,801.00	contingency and other costs authorized								
account #	424-4120-536.63-00	1,508,001.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum		
	E&D Contracting Services Vendor #10461			FY2022	44517	1,508,001.00	$ 1,508,001.00		$ 1,508,001.00		
	PO# 079480										
		150,801									
WS1001	Industrial Park Pump Station										
Op. Rev.		4,889,500.00	11/25/14, VIII.8	2014-138							
Project Manager Utilities		444,500.00	10% contingency authorized			63-00					
account #421-4055-536.63-00		4,445,000.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum		
	Brandes Design-Build. PO #67318/69608/71924		FY15 PO Issue	FY 2015	26451	4,445,000.00	4,445,000.00				
	Bid No. B-15-01-COC		*CO #1 for electric actuated butterfly valves*	FY 2015	27931	41,985.41	4,486,985.41				
			CO#2 for necessary modifications to electrical design	FY 2015	28332	14,574.50	4,501,559.91				
	Quentin Hampton P.O. #67460/69493		*PO **65207** FY15 Year-End PO Liquidation*			(1,542,102.38)	2,959,457.53				
			*FY16 PO Issue PO# **67318***	FY2016	29192	**1,542,102.38**	4,501,559.91				
	Mead & Hunt (formerly QLH) PO #70943/71880		*TO 2015-67 P.O. **67455** TO CH2M for Scada Programing*		29315	21,434.07	4,522,993.98				
			*PO# **67460** to QLH for SDC*		29381	53,001.11	4,575,995.09				
	CH2M Hill PO #67455/		*CO # 1 PO **67460** Additional Services Industrial Park*		29593	23,033.00	4,599,028.09				
			*CO#1 PO **67318***		29647	**53,686.38**	4,652,714.47				
	RM Packard $ Assoc. Inc. 73686		*CO#2 install electronic indicators PO **67318***		30007	**8,917.65**	4,661,632.12				
			*CO#2 additional inspection services PO# **67460***		30758	18,000.00	4,679,632.12				
			PO 67318 FY16 Year-End PO Liquidation			(806,347.80)	3,873,284.32				
			PO 67460 FY16 Year-End PO Liquidation			(26,064.34)	3,847,219.98				
			PO 67455 FY16 Year-End PO Liquidation			(12,619.15)	3,834,600.83				
			PO#69493 Quentin Hampton (reissue PO#67460)	FY 2017	31910	26,064.34	3,860,665.17				
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	806,347.80	4,667,012.97				
			PO#69493 QLH liquidated balance; reissue to Mead and Hunt		33725	(11,284.39)	4,655,728.58				
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	11,284.39	4,667,012.97				
							4,667,012.97				
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	(420,315.30)	4,246,697.67				
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	(9,984.39)	4,236,713.28				
			PO#71924 Brandes Design-Build (reissue PO#69608)	FY2018	34892	420,315.30	4,657,028.58				
					34893	9,984.39	$ 4,667,012.97				
			PO#73686	FY2019		1,000.00					
		209,868	^contingency balance-->								