City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, April 11, 2017

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 17-142 Approve the Agenda for the Regular meeting of April 11, 2017, as presented or with amendments.

Attachments: 04-11-17.pdf

MINUTES:

II.2(a) 17-145 Approve the Minutes of the Regular meeting of March 14, 2017, as written or with amendments.

Attachments: 03-14-17 Minutes.pdf

Exhibit A-Walmart Development Order.pdf

III. AWARDS AND PRESENTATIONS:

III.1 17-146 Proclamation recognizing the month of April, 2017 as "Florida Water Professionals Month". (Utilities Director)

Attachments: Florida Water Professionals Month Proclamation.pdf

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 17-131 Approve Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Lift Station Rehabilitation Services utilizing the City of Clermont Contract No. 2011-40 effective July 11, 2016 through July 11, 2017; To Authorize a Budgeted Expenditure for these Services not to Exceed $214,175. (Utilities Director)

Attachments:
- City of Clermont - Danus 3rd Renewal 6-2016.pdf
- City of Clermont Danus Contract.pdf
- RE Authorization Letter for City of Cocoa.msg
- Quote No. 012217-2R LS 2.pdf
- Quote No. 021317-1R LS 7.pdf
- Quote No. 021317-2R LS 37.pdf
- Quote No. 021317-3R LS 39.pdf
- Quote No. 021317-4R LS 41.pdf
- Quote No. 021317-5R LS 43.pdf
- Quote No. 021317-6R LS 49.pdf
- Quote No. 062316-3R LS 31.pdf
- Quote No. 062316-5R LS 47.pdf
- Budget Resolution 2017.docx
- BAF-UT Repairs & Maintenance (4-11-17) Agenda 17-131.pdf

V.2 17-132 Approve the First Two-Year Renewal Under Contract B-14-07-COC, with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services. (Utilities Director)

Attachments:
- B-14-07-COC Executed Agreement.pdf
- ACE Contract Part 1 of 3
- B-14-07-COC 2016 Contract Modifications.pdf

V.3 17-133 Approve a Budget Resolution adjusting the FY17 budget to transfer funds from the Police Department back to the Community Services Department. (Community Services Director)

Attachments:
- Resolution No. 2017-31
- BAF-CS- Police Code Enforcement (04-11-17)~ Agenda 17-133.pdf

V.4 17-141 Award Bid #B-17-06-COC, Riverfront Park Border Tile Paver Repairs (PW11RB), to C & D Construction, Inc. of Cocoa, FL, in the amount of $99,000, for the repair of the Riverfront Park ribbon curbing and concrete steps; Approve a resolution authorizing the City Manager to approve change orders not to exceed $2,000. (Public Works Director)

Attachments: B-17-06-COC Bid Tab
C&D Construction VE price
Riverfront Park Tile Pavers (Section 500 Agreement)
Resolution No. 2017-32

V.5 17-148 Approve Resolutions requesting the Florida Department of Transportation (FDOT) to convey two parcels of land adjacent to US #1 to the City of Cocoa to be used for “Public Purpose”. (Public Works Director)

Attachments: Resolution No. 2017-26 Authorizing Purchase FDOT 111 Part.pdf
Resolution No. 2017-27 Authorizing Purchase FDOT 119 Part.pdf

V.6 17-149 Authorize a Purchase Order to Vericon Construction Company for construction of SR520 Interim Safety Improvements (Project PW1505) as a Sole Source Purchase in the amount of $93,881; Approve a Resolution authorizing Change Orders in an amount not to exceed $5,000. (Public Works Director)

Attachments: 17-191 Estimate Control Log 3-20-17
Resolution No. 2017-38.docx
Sole Source Justification Form.pdf
Sole Source Resoltuion No. 2017-39.pdf

VI. PUBLIC HEARINGS:

VI.1 17-147 Ordinance No. 05-2017/ 2nd and Final Reading: Amending the Zoning Map designation of 5 parcels totaling 11.54 acres, more or less, from C-N (Neighborhood Commercial) to C-G (General Commercial) and 9 parcels totaling 15.32 acres, more or less, from C-R (Restricted Commercial) to C-G (General Commercial). (Community Services Director)

Attachments: 05-2017 Rezoning - Clearlake Michigan #1.pdf
Legal Descriptions (Exhibit A).pdf
Location Map.pdf
Property Owner Notification Letter.pdf
Abutter Letter.pdf

VII. COUNCIL BUSINESS:

VIII. CITY BUSINESS:

VIII.1 17-135 Authorize a Purchase Order to be issued to Maxwell Contracting Inc. in the amount of $80,945.00 for the construction of a sidewalk, ADA compliant curb ramps, gravity wall, curbing and pedestrian signal upgrades on Peachtree Street at U.S.1 as part of the East Peachtree Street Water Main Improvement Project (Utility Project No. WS1505) as it relates to the Peachtree Street Complete Streets concept. (Public Works Director)

Attachments:
- E Peachtree Quote-Public Works-Maxwell Contracting Inc.
- Resolution No. 2017-33
- BAF-PW-3510-PWO8PT (04-11-17)~ Agenda 17-135.pdf
- Task Order Form 2017-16 (signed).pdf
- Agenda of 10-11-16; File ID #16-443.pdf

VIII.2 17-143 Approve Task Order 2017-18 with Jobear Contracting, Inc. for the Schoolhouse Street Water Main Replacement, Project No. WS17SS; To Approve a Resolution Amending the Fiscal FY2017 Budget; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an amount not to exceed $22,995 (10% Contingency). (Utilities Director)

Attachments:
- TO-UT-JoBear Contracting, Inc. 2017-18 (3-28-18) $229,955
- T.O. 2017-18 Schoolhouse Street WM Replacement Proposal
- Resolution No. 2017-34
- BAF-UT-Project WS17SS (4-11-17)~Agenda 17-143.pdf
- Contingency Resolution No. 17-143.pdf

VIII.3 17-151 Approve a Resolution and contract by use of sole source with the ICMA Center for Public Safety Management to conduct an analysis of law enforcement services for the Cocoa Police Department; Approve a Resolution adjusting FY2017 Budget using General Fund Contingency; and Authorize the City Manager to execute the contract subject to the City Attorney and City Manager finalizing the terms and conditions of the contract with CPSM. (City Manager)

Attachments:
- Cocoa Police Study Proposal 7 MAR 17
- CPSM CONTRACT DOCUMENT CITY 31 JAN 17
- Sole Source with Memo.pdf
- Resolution No. 2017-36.docx
- BAF-GO-1600 Law Enforcement Analysis (4-11-17) Agenda 17-151.pdf
- Sole Source Resolution No. 2017-37 ICMA-CPSM.pdf

MULTI-YEAR CONTRACTS:

VIII.4 17-134 Authorize the City Manager to execute a Multi-Year Florida Department of Transportation Traffic Signal Maintenance and Operation Order Approval Number 70-C-22 which amends the Traffic Signal Maintenance and Compensation Agreement Contract Number ARX39 for the installation of traffic signal equipment at two locations on SR 524. (Public Works Director)

Attachments: Traffic Signal Maintenance & Operation Order Approval No. 70-C-22

FDOT Traffic Signals Exhibit A

IX. INFORMATIONAL AGENDA:

IX.1 17-144 Cocoa Police Department District Event Statistics for January and February, 2017. (Chief of Police)

Attachments: Jan 2017 Council Report by District

Frb 2017 Council Report by District

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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Legislation Details (With Text)

File #:	17-142	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	3/27/2017			**In control:**	City Council
On agenda:	4/11/2017			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of April 11, 2017, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	04-11-17.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 27, 2017
Agenda Date: April 11, 2017
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of April 11, 2017, as presented or with amendments

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of April 11, 2017, as presented or with amendments.

AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

DATE: April 11, 2017	**LOCATION:** City Council Chambers
TIME: 6:00 p.m.	65 Stone Street, Cocoa

I. OPENING MATTERS:

Call to Order
Invocation
Pledge of Allegiance
Roll Call

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of April 11, 2017 (17-142)
2. Minutes: (a) Regular Meeting of March 14, 2017 (17-145)

III. AWARDS AND PRESENTATIONS:

1. Proclamation recognizing the month of April, 2017 as "Florida Water Professionals Month". (17-146). (Utilities Director)

IV. DELEGATIONS:

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

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V. CONSENT AGENDA:

1. Approve Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Lift Station Rehabilitation Services utilizing the City of Clermont Contract No. 2011-40 effective July 11, 2016 through July 11, 2017; Authorize a Budgeted Expenditure for these Services not to Exceed $214,175. (17-131). (Utilities Director)

2. Approve the First Two-Year Renewal Under Contract B-14-07-COC, with Ace Flow Control, Longwood, Florida, to provide Cross Connection Control (CCC) Technical Field Services. (17-132). (Utilities Director)

3. Approve a Budget Resolution adjusting the FY17 budget to transfer funds from the Police Department back to the Community Services Department. (17-133). (Community Services Director)

4. Award Bid #B-17-06-COC, Riverfront Park Border Tile Paver Repairs (PW11RB), to C & D Construction, Inc. of Cocoa, FL, in the amount of $99,000, for the repair of the Riverfront Park ribbon curbing and concrete steps; Approve a resolution authorizing the City Manager to approve change orders not to exceed $2,000. (17-141). (Public Works Director)

5. Approve resolutions requesting the Florida Department of Transportation (FDOT) to convey two parcels of land adjacent to US #1 to the City of Cocoa to be used for “Public Purpose”. (17-148). (Public Works Director)

6. Authorize a Purchase Order to Vericon Construction Company for construction of SR520 Interim Safety Improvements (Project PW1505) as a Sole Source Purchase in the amount of $93,881; Approve a Resolution authorizing Change Orders in an amount not to exceed $5,000. (17-149). (Public Works Director)

VI. PUBLIC HEARINGS:

1. Ordinance No. 05-2017/ 2nd and Final Reading: Amending the Zoning Map designation of 5 parcels totaling 11.54 acres, more or less, from C-N (Neighborhood Commercial) to C-G (General Commercial) and 9 parcels totaling 15.32 acres, more or less, from C-R (Restricted Commercial) to C-G (General Commercial). (17-147). (Community Services Director)

VII. COUNCIL BUSINESS:

None.

VIII. CITY BUSINESS:

1. Authorize a Purchase Order to be issued to Maxwell Contracting Inc. in the amount of $80,945.00 for the construction of a sidewalk, ADA compliant curb ramps, gravity wall, curbing and pedestrian signal upgrades on Peachtree Street at U.S.1 as part of the East Peachtree Street Water Main Improvement Project (Utility Project No. WS1505) as it relates to the Peachtree Street Complete Streets concept. (17-135). (Public Works Director)

2. Approve Task Order 2017-18 with Jobear Contracting, Inc. for the Schoolhouse Street Water Main Replacement, Project No. WS17SS; To Approve a Resolution Amending the Fiscal FY2017 Budget; Approve a Resolution Authorizing the City Manager to Approve Change Orders in an amount not to exceed $22,995 (10% Contingency). (17-143). (Utilities Director)

3. Approve a Resolution and contract by use of sole source with the ICMA Center for Public Safety Management to conduct an analysis of law enforcement services for the Cocoa Police Department; Approve a Resolution adjusting FY2017 Budget using General Fund Contingency; and Authorize the City Manager to execute the contract subject to the City Attorney and City Manager finalizing the terms and conditions of the contract with CPSM. (17-151). (City Manager)

MULTI-YEAR CONTRACTS:

4. Authorize the City Manager to execute a Multi-Year Florida Department of Transportation Traffic Signal Maintenance and Operation Order Approval Number 70-C-22 which amends the Traffic Signal Maintenance and Compensation Agreement Contract Number ARX39 for the installation of traffic signal equipment at two locations on SR 524. (17-134). (Public Works Director)

IX. INFORMATIONAL AGENDA:

1. Cocoa Police Department District Event Statistics for January and February, 2017. (17-144). (Chief of Police)

X. REPORTS:

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

IX. ADJOURNMENT.

NOTICE TO THE PUBLIC:

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Legislation Details (With Text)

File #:	17-145	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	3/29/2017			**In control:**	City Council
On agenda:	4/11/2017			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of March 14, 2017, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	03-14-17 Minutes.pdf Exhibit A-Walmart Development Order.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 29, 2017
Agenda Date: April 11, 2017
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of March 14, 2017, 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 of the Regular meeting of March 14, 2017, as written or with amendments.

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

March 14, 2017

A Regular City Council meeting was held on Tuesday, March 14, 2017 in City Council Chambers, located in Cocoa City Hall, 65 Stone Street, Cocoa, Florida, as publicly noticed.

I. OPENING MATTERS:

Mayor Parrish called the meeting to order at 6:05 p.m.

Chief Prince provided the invocation and Deputy Mayor Boisvert led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Henry U. Parrish	Mayor
	Don Boisvert	Deputy Mayor
	Jeri Blanco	Councilwoman
	Brenda Warner	Councilwoman
	Clarence Whipple, Jr.	Councilman
	John Titkanich, Jr.	City Manager
	Matt Fuhrer	Assistant City Manager
	Carie Shealy	City Clerk
ABSENT:	Anthony Garganese	City Attorney (arrived at 6:10 p.m.)

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Steve Belden, Community Services Director; Gene Prince, Fire Chief; Mike Cantaloupe, Chief of Police; Teri Butler, Finance Director; Ed Wegerif, Public Works Director; Nancy Bunt, Deputy Community Services Director: and Jason McCuen, Helpdesk Support Tech.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of March 14, 2017 (17-109)
2. Minutes: (a) Regular Meeting of February 14, 2017 (17-110)
   (b) Mayor's Town Hall Meeting of February 21, 2017 (17-111)

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to approve the Agenda for the Regular meeting of March 14, 2017 as presented and the Minutes for the Regular meeting of February 14, 2017 and the Mayor's Town Hall meeting of February 21, 2017 as written.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. AWARDS AND PRESENTATIONS:

None.

IV. DELEGATIONS:

Lawrence Sinclair, 1052 Mitchell St., Cocoa, thanked Council for approving the drainage project in Broadmoor Acres. He provided a recap to Council about the mission and vision for Broadmoor Acres. He personally and publically thanked Bob and Connie Harvey for investing in the neighborhood. Thanks to them, two families are now homeowners and their payments were $300 less than what they were paying in rent. He spoke about future plans for vacant lots in the neighborhood and thanked Councilwoman Warner for her help in getting their 501(C)(3) paperwork filed.

Commissioner Bob Harvey, 29 Riverside Drive, Unit 601, Cocoa, spoke about his investment in Broadmoor Acres. He mentioned that he has seen the work that Mr. Sinclair had been doing for the past two years and there was nothing wrong with it. It was rejuvenating the area. He pointed out that they recently gave a man with children and two jobs home ownership and to see the pride that these residents have when moving into their own home was unspeakable. He believes that this was all happening due to the help from the City and if a three by three block can be turned around than the whole city could be turned around. He thanked Council and staff for their support.

Mayor Parrish agreed and thanked Commissioner Harvey.

Commissioner Harvey advised that if there were a few more folks willing to hold a mortgage or two it would help tremendously. We would be moving absentee landlords out and families in.

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Brad Whitmore, 351 Rockledge Drive, and representing HCVA, mentioned a recent customer who shopped at his wife's store. The customer mentioned that while they loved anchoring and visiting the village, it was very difficult to get out of the boat on the docks. Mr. Whitmore reminded Council that he approached them a few meetings ago with a quick fix, which would cost approximately $500. He would be willing to help with installation or find vendors. Additionally, it was about time for the spring migration of boaters. Many were excited to see the cleanup of Lee Wenner Park. In closing he spoke about a workshop he attended where they discussed many different grants that were available for waterfronts and he reminded all that Thursday, March 16th they would be taking the photo under the bridge. They will be meeting at the t-dock at 515 p.m.

Mayor Parrish asked Commissioner Bob Harvey if he could provide his version of a port update at an upcoming meeting.

V. CONSENT AGENDA:

1. Council Approve the City of Cocoa to accept the donation of four ballistic shields and a rifle scope from an anonymous benefactor for use by the members of the Police Department during day to day operations and special operations. (17-93). (Chief of Police)

2. Approve a resolution amending the 2017 Budget; Approve the use of Stormwater Contingency Funds and Approve entering into a co-operative purchase agreement with Everglades Farm Equipment utilizing Florida Sheriff Contract #FSA16-VEH14.0 for the purchase of a John Deere 5100M Cab / 4 WD/ 16 x 16 Tractor with an 18.5 Interstater Right and Left with Rear Mower Attachment CIP CP-SW-16-SM. (17-106). (Public Works Director)

3. Authorize the City Manager to amend the Street Light Agreement between the City of Cocoa and Florida Power and Light (FPL) to allow for the installation of a new street light at the intersection of Fiske Blvd and Barbara Jenkins Street. (17-107). (Public Works Director)

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. PUBLIC HEARINGS:

1. Public Hearing to obtain citizen input and comments on housing and community development needs; Approve recommendations on FY2017-2018 CDBG and HOME program funding; and provide notice to solicit public comment and notice of final public hearing scheduled for May 9, 2017. (17-62). (Community Services Director)

Ms. Bunt advised that this public hearing was for the FY2017-2018 funding and that it was anticipated that the City was receive $169,584 in Community Development Block Grant funds from the U.S. Department of Housing & Urban Development (HUD) as a direct entitlement. The City also anticipated receiving $72,045 in HOME Investment Partnership Program (HOME) funds from HUD as part of the Brevard County HOME Consortium. All grant proposals were reviewed at a staff review meeting and the hearing was being held in order to obtain citizen input about their wants and needs.

Mayor Parrish opened the hearing to the public.

Paula Schroeder, representing Aging Matters in Brevard acknowledged Cindy Flachmeier who was also in attendance. She thanked the City for their support and that this support provided them with the ability to provide meals to many of the elderly residents of Cocoa. She provided statistics on how many meals were served in 2016, pointing out that the total for Brevard County was 254,227. They have a very busy kitchen. They also provide meals for Seniors at Lunch, adult days cares, and other facilities. This is all possible by the hundreds of volunteers that help serve. There are over 300 seniors that get meals every single day.

Cathie Odom, Director of Business Operations with the Early Learning Coalition of Brevard, provided a background of services provided by the Early Learning Coalition. They serve families who were working, disabled, receiving cash assistance or who had been referred to them by Social Services. Families receive services because they are income eligible. The families' portion of what they pay was based on income and size. The ELC works with many agencies in order to provide stable child care. There are currently over 3,500 children served in the school program. 11% of those children reside in Cocoa. No funding would be used for salaries or other services.

Cindy Mitchell, Director at Salvation Army Domestic Violence Program thanked Council and staff for their support. She noted that this was one of 42 shelters in Florida for those in domestic violence situations. They come to the shelters in order to escape from dangerous abusers with or without children. These funds help to provide them with the essentials that they need during their stay. The request for $5,000 helps with food for the shelter for a year. Counseling and advocacy services are also offered so that they victims can walk out of a dangerous relationship and stay safe once they leave. Many tragic things can be avoided if they get the right help.

David Brubaker, President and CEO of the Central Brevard Sharing Center, in Cocoa, provided the mission of the Sharing Center. He advised that they were n place in order to help people on an emergency basis. He provided statistics, pointing out that over 48,000 meals were provided in the 2015/2016 year. Emergency groceries were provided to 11,000 individuals and they also provided services such as clothing, personal hygiene products, and daily meals. The Community Kitchen is open seven days a week and on Sunday they provide bagged lunches. Monday through Saturday hot meals were provided. 100% of the funds would be used to purchase food. He was excited to see all that was going on in Cocoa and the improvements being made to the City.

Marisol Lanza, 436 Satsuma Street, Cocoa, was concerned with squatters in her neighborhood. City Manager Titkanich advised that Delegations were heard at the beginning of the meeting but staff would get her information and someone would contact her.

Mayor Parrish closed the public portion of the hearing to the public.

Ms. Bunt provided staff recommendations, which were as follows and advised that staff requested that Council approve the recommendations. There would be a thirty (30) day public comment period noticed which will list the proposed projects along with the corresponding Action Plan. It would be advertised in Florida Today newspaper. The second and final public hearing would be on May 9, 2017.

CDBG Public Services – Maximum 15% allowed $25,437			
Name of Agency	**Description of services to be provided**	**Amount Requested**	**Amount Recommended**

Community Services Council of Brevard – Senior Nutrition Program.	Provide 13,990 well-balanced nutritional meals to 80 frail and nutritionally at risk seniors.	$10,000	$6,943*
Central Brevard Sharing Center	Provide daily nutritional meals to 1,048 low/mod income persons.	$10,000	$6,940*
Early Learning Coalition of Brevard, Inc.	Provide subsidized childcare services to 28 low/mod income eligible children.	$12,000	$6,554*
The Salvation Army North Central Brevard Corps	Provide daily nutritional meals and provide basic necessities to 23 residents of their domestic violence shelter.	$5,000	$5,000
Grandparents Raising Grandchildren	Provide Children's Services to 54 Senior Services to 88	$10,943	$0.00
CDBG Other/Public Improvements - $110,231			
Housing Rehabilitation	Rehabilitation of substandard housing	$90,231	$90,231
Community Services – Demolition/Clearance	Code enforcement initiated demolitions of 5-7 vacant, substandard units.	$20,000	$20,000
CDBG Administration - 20% - $33,916			
City Staff			$32,916*
Fair Housing			$1,000
Total CDBG Admin			$33,916
Total CDBG Allocation			***$169,584***
****Any increase or decrease in funding will be deducted from the award.***			

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Blanco to approve.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Ordinance 03-2017/2nd and Final Reading: Amending Appendix A, Zoning, Related to the Administrative Appeal Process for Adverse Decisions of Administrative Officials and Providing Amendments Related to Administrative Verification of Nonconforming Uses. (17-112). (Community Services Director)

Attorney Garganese read Ordinance No. 03-2017 into the record, by title only, as follows and advised that this was the second and final reading of the ordinance.

ORDINANCE NO. 03-2017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, OF THE CITY CODE; PROVIDING AMENDMENTS RELATED TO THE ADMINISTRATIVE APPEAL PROCESS FOR ADVERSE DECISIONS OF ADMINISTRATIVE OFFICIALS; PROVIDING AMENDMENTS RELATED TO ADMINISTRATIVE VERIFICATION OF NONCONFORMING USES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, INCORPORATION INTO THE CODE, AND AN EFFECTIVE DATE.

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

* **MOTION by Councilwoman Blanco; Seconded by Councilman Whipple, to approve Ordinance No. 03-2017 on second and final reading.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. COUNCIL BUSINESS:

1. Consideration of a Code Enforcement Lien Reduction request for the property located at 10 South Street, CE 12-061, current owner Jim Stripling. (17-101) (Community Services Director)

Mr. Belden presented the item advising that on April 19, 2012, the Code Enforcement Board held a public hearing and at that time they found the owner Debra A. Mauch in violation of the following. Section 6-1003(j), Stairs, Decks, Porches; Section 6-1003(b), Protective Treatment; Section 6-1003(f), Exterior Walls; and Section 6-1203(a-c), Plumbing Fixtures.

The Code Enforcement Board provided the owner sufficient time to correct the said violations. Therefore, consistent with the Code Board's Order a lien was recorded against the property effective March 18, 2012. The lien ran at $100 per day from March 18, 2012 until compliance was achieved by demolition of the structure on March 11, 2016. The lien is $145,400.00 and the current owner, Jim Stripling, was requesting that the lien be reduced to the cost incurred by the City.

Based on all of the factors considered, the Code Enforcement Board recommended that the lien be reduced to $1,000 and staff was recommending to follow the Code Enforcement's decision to reduce the lien to $1,000.

* **MOTION by Councilwoman Warner; Seconded by Councilman Whipple, to approve staff's recommendation and reduce the lien to $1,000.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

Councilwoman Warner thanked Mr. Stripling for paying off the demo lien so promptly.

VIII. CITY BUSINESS:

1. Approve a Development Agreement between North Brevard Charities Sharing Center (NBCSC) and the City to construct a replacement home; Approve a SHIP Replacement Housing Agreement with NBCSC, Stephenson and Edwina Peek and the City in the amount of $150,000; Approve the transfer of ownership of 434 Barbara Jenkins Street from the City of Cocoa to NBCSC; Direct the City Attorney's office to prepare any and all necessary documents and contracts with

the City, NBCSC and the Peek's; and Authorize the City Manager to execute any and all necessary documents and contracts on behalf of the City to implement the requested action. (17-103). (Community Services Director)

Ms. Bunt presented the item and advised that the SHIP program had a demolition reconstruction program and the Peek's were eligible for the program. She mentioned there were eight families on the list and the Peek's were the first family to receive assistance. She spoke in furtherance about the program and pointed out that appraisals of homes were rising the in the Diamond Square area.

* **MOTION by Councilman Whipple; Seconded by Councilwoman Blanco to approve the item.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve the City of Cocoa Development Order Related to the Brevard Crossings Regional Activity Center for the Cocoa Logistics and Business Center between the City of Cocoa and Wal-Mart Stores East, L.P. (17-105). (Community Services Director)

Mr. Belden provided a presentation[1] regarding the development order for the Cocoa Logistics and Business Center.

He provided a map which detailed the location of where the center would be located. He reiterated staff's requested action and provided a brief history of the project. He advised that in 2002, City Council approved the Brevard Crossings Development of Regional Impact (DRI) and issued a DRI Development Order pursuant to Sec. 380.06, F.S. Mr. Belden spoke in furtherance about other important dates in regards to the projects history.

A plan was provided of the originally approved plan which included a 1.1 million square foot regional shopping mall. It also included 610,000 square foot commercial out parcels, 3,300 seat cinema, and a 300 room hotel. A few years later the project took a downturn due to the economy and in 2010 the amended Brevard Crossings Development Order began and that would have been a mixture of uses throughout the property.

Walmart, as contract purchaser and successor to Brevard Crossings, submitted a request to amend and restate the October 26, 2010 City of Cocoa Development Order in furtherance of a proposed development project which will be named the Cocoa Logistics and Business Center.

[1] EXHIBIT A: City of Cocoa Development Order for the Cocoa Logistics and Business Center presentation

Mr. Belden provided the proposed changes to the development program and what it entailed. He compared the current uses to the proposed uses.

He noted that one of the biggest issues was the transportation impact that happens with these projects and advised that the current Development Order projected to generate 3,560 net new external pm peak hour trips per day (34,233 daily trips).

The proposed Development Order projects 638 net new external pm peak hour trips per day (6,287 daily trips). This corresponds to a reduction of nearly 3,000 pm peak hour trips per day and nearly 28,000 daily trips per day.

The Development Assurances were discussed which state the following:

- All work shall be in compliance with applicable environmental laws and permits.
- No work shall result in the harming, pursuit or harassment of wildlife species classified as endangered, threatened, or species of special concern.
- Mitigation of wetlands has been completed as prescribed in Environmental Resource Permits issued by the SJRWMD.
- Surface water management system shall be constructed, regularly inspected, and maintained in accordance with SJRWMD permit approvals.
- Phase 2 of the project shall be designed, constructed and operated utilizing low impact development strategies and techniques as set forth in the City's Comprehensive Plan.
- Stormwater facilities shall be designed to not increase the flood stage experienced by properties in the Cox Road drainage basin.
- The project shall be vested for 638 pm peak hour trips. Any increase above this number shall require an agreement between the developer, City, and FDOT to mitigate impacts to S.R. 524.
- Access road connection to Cox Road shall be constructed by the Developer. Signalized intersection requested by the Developer. Developer shall be responsible for costs.
- Only class 6 trucks and lower shall be permitted to utilize Cox Road.

Lastly, Mr. Belden discussed the project's consistency with the City of Cocoa Comprehensive Plan and reiterated staff's recommendation which was to approve the City of Cocoa Development Order for the Cocoa Logistics and Business Center.

City Manager Titkanich advised that Council was aware of the project's history and he had been through every one of the project meetings. This project has been through every state review, DRI and the adoption of the most current development order which is concurrent with the City's 2010 Comprehensive Plan. He believed that Mr. Belden summed it up well with what it will serve and its

impacts to transportation. He reminded them that they also have an Economic Development Incentive Agreement with Walmart.

He pointed out that representatives were in attendance and they both represented the applicant.

Mayor Parrish advised that he had received a few calls regarding the improvements of the road to four lanes. Many have lived there a long time and while some do not want change, others see the changes coming. He wanted staff and Council to make sure that the road was upgraded.

In response to his concerns, City Manager Titkanich commended both Walmart and FDOT. They looked at the safety of the area and compromised the need and impact to the S.R. 524 corridor. At this time, the number of trips that would be taken do not warrant the four lane improvement to S.R. 524, but improvements will be made to the current lanes.

Mr. Belden added that there was a study going on now regarding I-95 to Industry Road. He has attended all of the meetings and was making them aware of the City's concerns.

Mayor Parrish assured the representatives in attendance that the City was on board. He just wanted to assure citizens that the City was also concerned for their safety with these changes.

Mayor Parrish added that he had a complaint about the Flying J and wanted to make sure that crime would be under control with that project.

City Manager Titkanich added that if you look at the strategic plan, from the economic development standpoint, S.R. 524 was a growth corridor for the City. The corridor was changing and has been changing for the last fifteen years. The representatives were aware that they were getting a great deal and a great location.

Councilwoman Warner thanked Mr. Belden for providing the history of the property and its beginnings. She mentioned it was hard to believe that it had been that long since they originally voted on it. It the original project that was approved had been followed through with it would have had more impact than this one would have. The original was a regional mall so citizens should be thrilled about what was going in today versus the original project. The traffic impact for that would have been huge. She believed it would be a great fit and a great asset to the area and was excited about the jobs that it would bring.

Deputy Mayor Boisvert was excited that this was finally happening. He believed it was a great move on the City's behalf.

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

MULTI-YEAR CONTRACTS:

3. Approve the renewal of the multi-year Financial Advisory Agreement with Dunlap & Associates, Inc., for financial advisory services. (17-113). (Finance Director)

Ms. Butler presented the item and assured Council that there were no changes and that this was the first renewal.

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. INFORMATIONAL AGENDA:

None.

X. REPORTS:

Ms. Gemmati reminded Council that the Summer Youth Program application process had started and Career Source was collecting those from the schools or applications could be turned into the Human Resources Department.

Mr. Belden thanked Attorney Garganese and the City Manager for the work that they put into the Development Order approved tonight.

Chief Prince mentioned that on March 18, 2017 the Fire Department would be partnering with the Red Cross and Sunrise Village to install smoke detectors throughout the community.

Mr. Wegerif spoke about the neighborhood meeting for the Diamond Square Stormwater Facility. He advised that construction was underway. He had met with the school in order to arrange details with them. Work should be completed within 6-8 weeks. This project would support Wawa and Dollar General and there could be some partial road closures due to the project.

Assistant City Manager Fuhrer provided an update on Lee Wenner Park and stated that some of the lights were out. The County was working on getting them all turned back on.

He further spoke about a member of the Benchmark Consortium who presented at the directors meeting earlier in the day. He provided details on the information presented and that although it would be an undertaking by City staff, it would be a good management tool.

City Manager Titkanich spoke in detail about the legislative alerts received and bills on the radar. He spoke about HB 17, HB 13, and the Wireless Communications bill. He also provided updates on other bills such as the public records bill, HB 17-01 and HB 17-02. It was a very active legislative session and he was staying up to date with Jerry Sansom.

Councilwoman Warner felt that many do not understand what all goes on during this time and could not believe what the legislators believe was okay to do to people. It had not been like this for at least the last fifteen years. She has never seen such an attack on local control and she thanked the City Manager for keeping a close eye on things.

Mayor Parrish confirmed with staff that they would be briefed before attending a session in Tallahassee. The City Manager assured him they would be and that at 9 a.m. every Monday the Florida League of Cities has a legislative call which details what was anticipated to come up in the week ahead.

Councilman Whipple thanked Mr. Wegerif for the presentation at Emma Jewel Charter Academy regarding the retention pond; however, he was a little disappointed with the turnout. He advised that if there were any concerns with the project they needed to get with someone at City Hall.

Councilman Whipple mentioned his attendance at the annual Ethics Training hosted by Florida League of Cities that he and other Council members attended.

The information was well needed and it opened his eyes as to how they should conduct themselves.

He also attended the monthly Space Coast League of Cities meeting which was held at the Field of Dreams in West Melbourne. The facility was beautiful and very well constructed. It was a great dinner and meeting.

Councilman Whipple voiced concerns about the traffic at Washington and King Streets. He was aware that a sign was up which states to not block the intersection but believed that one needed to be put forward a little more westward. He believed the sign should come before the line and bus terminals information sign. The constituent was a board member and watches traffic in that area all day.

Furthermore, Councilman Whipple believes the traffic problem was only going to get worse due to a potential business being built soon in that area.

Councilwoman Blanco mentioned her attendance at the Police Department's awards banquet and was impressed with the awards handed out. She was blown away by the video about the rescue of the little girl that was shown. It was very touching and she thanked Chief Cantaloupe for the invitation.

Councilwoman Warner agreed with Councilman Whipple's comments about the Ethics class. They have to take it yearly and having different subjects each time was great. She thanked Florida League of Cities for the program they put together. She further concurred with Councilman Whipple on the traffic problem. It was a very frustrating problem.

In closing, she thanked Officer Hattaway for the Quail Ridge Community meeting. It was a timely event due to the fact that there had been a burglary that same day. She also thanked the officers who came out to help him including Officer Perrone. He puts in a lot of hours and it was greatly appreciated.

Deputy Mayor Boisvert attended the Institute for Elected Municipal Officials III and advised it was very well done. He also agreed with Councilman Whipple about the traffic problem at Washington and King Streets. Lastly, he mentioned his attendance at the Ethics training and the Police Department's Awards Banquet. He thought they were both nicely done.

Mayor Parrish thanked FPL for their meeting and compliments that were made in regards to the City. He spoke of his attendance at the Mosquito Beaters event which was great.

Mayor Parrish attended the Mayor's meeting hosted by the City of Rockledge and the subject of CRA's came up and mentioned that many feel that the bill was going to pass.

In response, City Manager Titkanich noted that it was a 9-6 vote and many of the members were past local government members who have a great understanding of CRA's. Comments were surprising and he was shocked at the lack of understanding. Further discussion was held on CRA's and possible provisions if the bill passes.

Mayor Parrish further noted that another issue was the amount of county taxes being paid and cities were not getting a lot from them. He advised that early numbers were coming out and what the County was burdening cities with was unfair taxation.

He mentioned the upcoming trip to Tallahassee and that they were going to make it count. They were going March 22-23rd for Legislative Actions Days.

Mayor Parrish further spoke about the Bright Line coming through Cocoa and that was exciting to see. He hosted a class reunion event at his Inn and advised that while many of those residents had moved away, they were humbled to be a part of Cocoa. He mentioned the growth of the City and as the budget process draws closer he wanted to introduce a capital projects plan in order to finish the town off and put the City at the next level.

City Manager Titkanich assured him that he would provide him with a budget calendar that included workshop dates and other important dates. He announced that the CAFR would be presented at the next City Council meeting.

IX. ADJOURNMENT.

*** MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Blanco, to adjourn the Regular meeting of March 14, 2017.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 7:55 p.m.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk



CITY OF COCOA DEVELOPMENT ORDER FOR THE

COCOA LOGISTICS AND BUSINESS CENTER

MARCH 14, 2017

EXHIBIT A: CITY OF COCOA DEVELOPMENT ORDER FOR THE COCOA LOGISTICS AND BUSINESS CENTER

LOCATION MAP

COCOA
FLORIDA



COCOA LOGISTICS AND BUSINESS CENTER

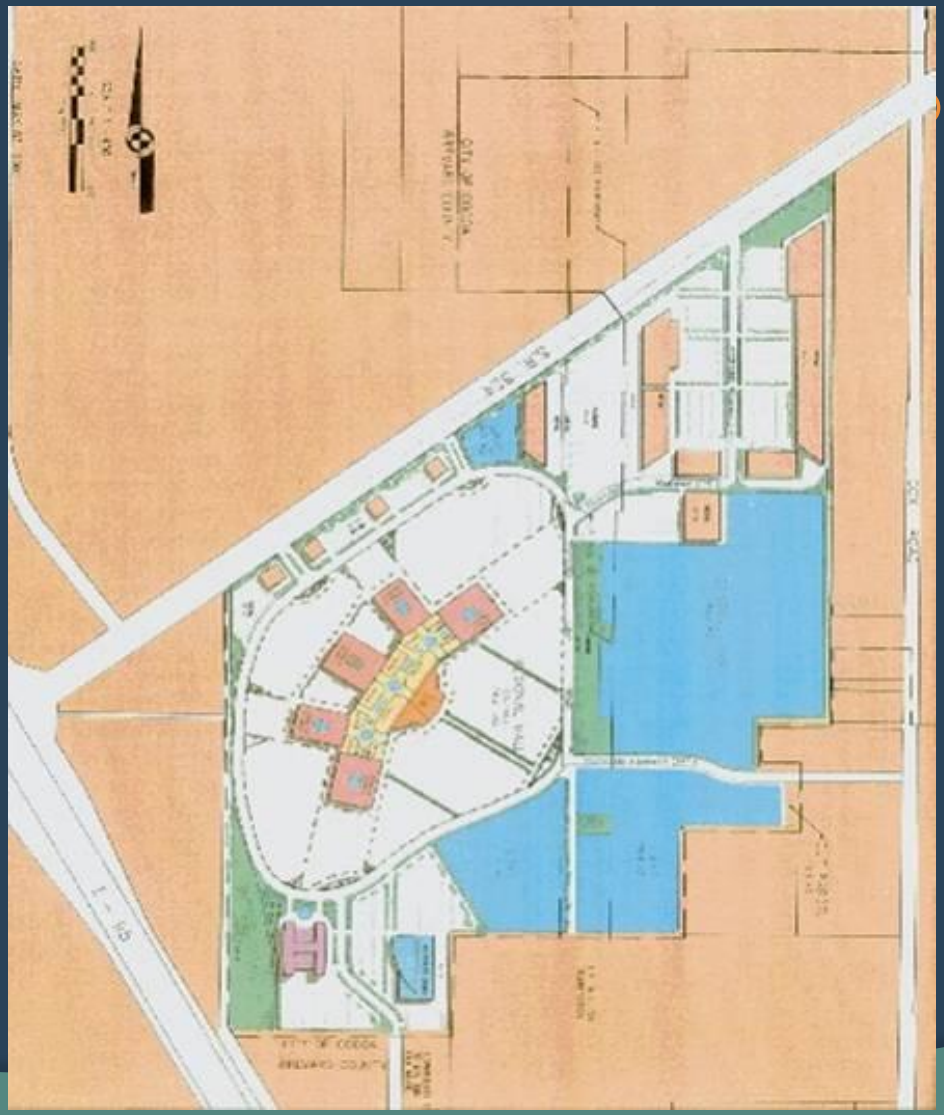
- *REQUESTED ACTION:* Approve the City of Cocoa Development Order Related to the Brevard Crossings Regional Activity Center For the Cocoa Logistics And Business Center

- *PROJECT HISTORY:*
  - March 12, 2002, City Council approved the Brevard Crossings Development of Regional Impact (DRI) and issued a DRI Development Order pursuant to Sec. 380.06, F.S.
  - Also on March 12, 2002, Brevard Crossings was designated as a Regional Activity Center in the City of Cocoa Comprehensive Plan.
  - On February 25, 2003, the First Amended Development Order was approved by City Council to incorporate the Brevard Crossings Transportation Mitigation Agreement into the Development Order.
  - On September 17, 2003, the Second Amended Development Order was approved by City Council to include 2.3 acres of additional land.
  - On April 10, 2007, the City adopted the Third Amended Development Order which extended the Project commencement date by two years to March 12, 2009.

COCOA LOGISTICS AND BUSINESS CENTER

- *PROJECT HISTORY continued:*
  - On October 26, 2010, the Cocoa of Coco approved the rescission of the Brevard Crossings DRI Development Order and approved the City of Cocoa Development Order for Brevard Crossings which set forth the rights and obligations governing the Project subsequent to the recession of the Brevard Crossings DRI Development Order

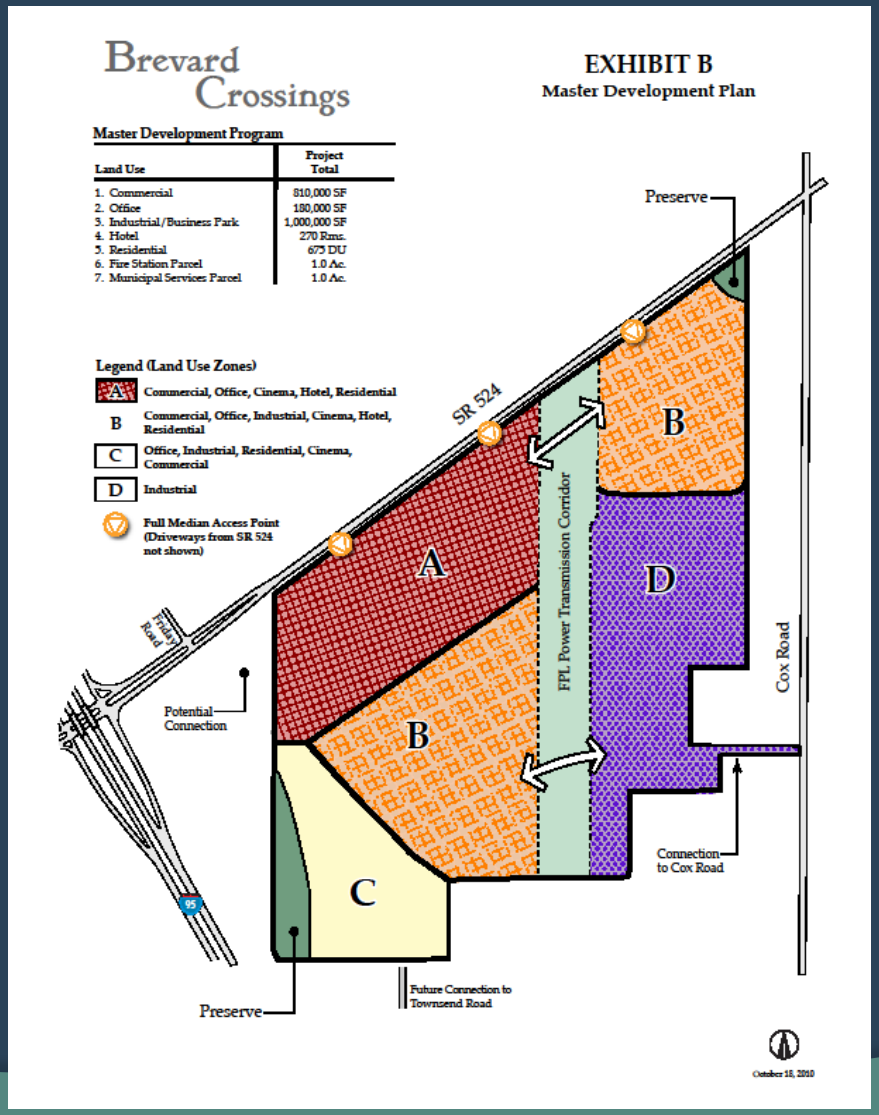
Originally Approved Development Order



Development Plan:

- 1.1 million s.f. Regional Shopping Mall
- 610,000 s.f. Commercial out parcels
- 3,300 seat Cinema
- 300 room Hotel

Amended Brevard Crossings Development Order



Development Plan:

- 810,000 sf commercial
- 180,000 sf office
- 1,000,000 sf industrial
- 675 multi family units
- 270 room hotel

COCOA LOGISTICS AND BUSINESS CENTER

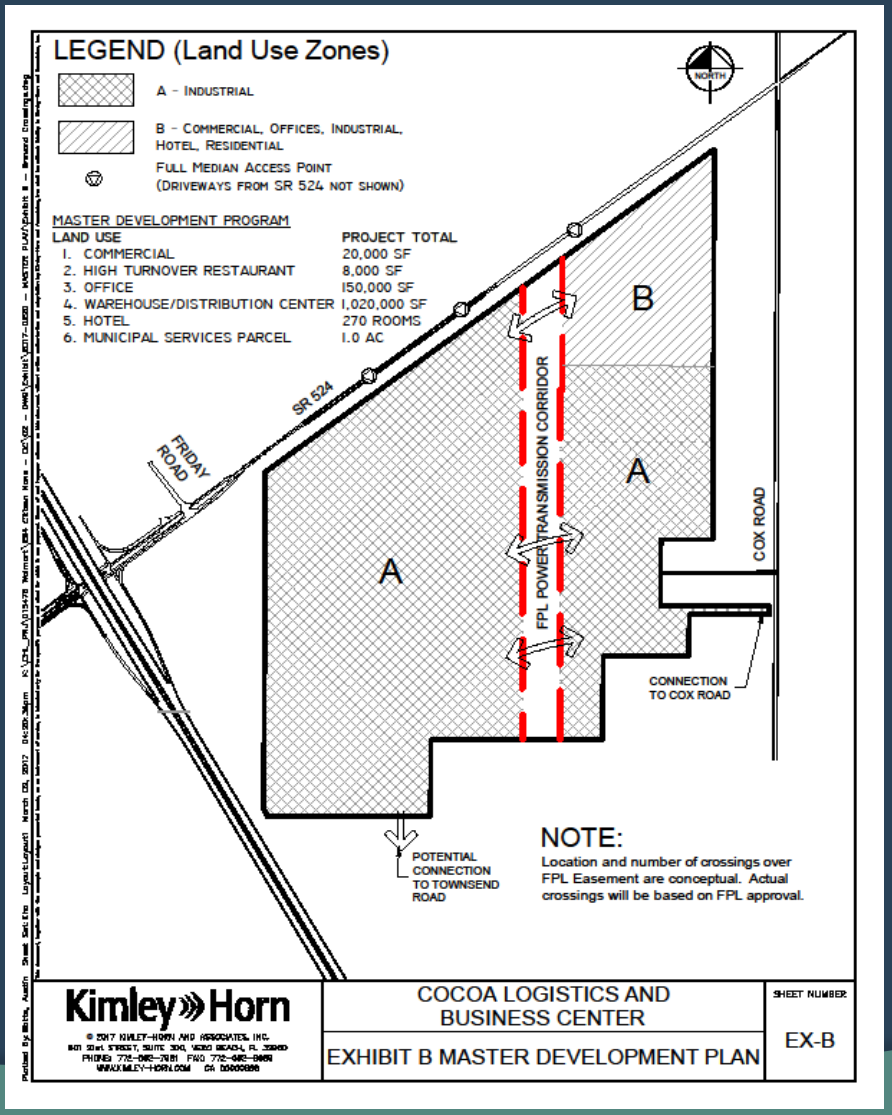
- ***Wal-Mart***
  - **Wal-Mart Stores East, LP, as contract purchaser and successor to Brevard Crossings, submitted a request to amend and restate the October 26, 2010 City of Cocoa Development Order in furtherance of a proposed development project which will be named the Cocoa Logistics and Business Center**

COCOA LOGISTICS AND BUSINESS CENTER

- *Proposed Changes to Development Program*

USE	Current	Proposed
Commercial	810,000 s.f.	28,000 s.f.
Office	180,000 s.f.	150,000 s.f.
Industrial	1,000,000 s.f.	1,020,000 s.f.
Residential	675 multi family units	-0-
Hotel	270 rooms	270 rooms
Restaurant	-0-	8,000 s.f.

COCOA LOGISTICS AND BUSINESS CENTER



Development Plan:

- 1,020,000 sf industrial
- 150,000 sf office
- 28,000 sf commercial
- 8,000 sf restaurant
- 270 room hotel

COCOA FLORIDA

COCOA LOGISTICS AND BUSINESS CENTER

- *Transportation Impacts*
  - Current Development Order projected to generate 3,560 net new external pm peak hour trips per day (34,233 daily trips).
  - The proposed Development Order projects 638 net new external pm peak hour trips per day (6,287 daily trips).
  - This corresponds to a reduction of nearly 3,000 pm peak hour trips per day and nearly 28,000 daily trips per day.

COCOA LOGISTICS AND BUSINESS CENTER

- *Development Assurances*
  - All work shall be in compliance with applicable environmental laws and permits
  - No work shall result in the harming, pursuit or harassment of wildlife species classified as endangered, threatened or species of special concern
  - Mitigation of wetlands has been completed as prescribed in Environmental Resource Permits issued by the SJRWMD.

COCOA LOGISTICS AND BUSINESS CENTER

- *Development Assurances continued*
  - Surface water management system shall be constructed, regularly inspected, and maintained in accordance with SJRWMD permit approvals.
  - Phase 2 of the project shall be designed, constructed and operated utilizing low impact development strategies and techniques as set forth in the City's Comprehensive Plan.

COCOA LOGISTICS AND BUSINESS CENTER

- *Development Assurances continued*
  - Stormwater facilities shall be designed to not increase the flood stage experienced by properties in the Cox Road drainage basin.
  - The project shall be vested for 638 pm peak hour trips. Any increase above this number shall require an agreement between the developer, City and FDOT to mitigate impacts to SR 524.
  - Access road connection to Cox Road shall be constructed by the Developer. Signalized intersection requested by the Developer. Developer shall be responsible for costs.
  - Only class 6 trucks and lower shall be permitted to utilize Cox Road.

COCOA LOGISTICS AND BUSINESS CENTER

- *Consistency with City of Cocoa Comprehensive Plan*
  - The Development Order is consistent with City's Comprehensive Plan Future Land Use Policy 1.1.2.7.N. Brevard Crossings Regional Activity Center
  - The Development Order shall consist of no more than the specifically described development program unless the approved trip conversion table is used to modify the development program.

COCOA LOGISTICS AND BUSINESS CENTER

- *STAFF RECOMMENDATION*

Approve the City of Cocoa Development Order For The Cocoa Logistics and Business Center

Legislation Details (With Text)

File #:	17-146	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	3/29/2017			**In control:**	City Council
On agenda:	4/11/2017			**Final action:**	
Title:	Proclamation recognizing the month of April, 2017 as "Florida Water Professionals Month". (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Florida Water Professionals Month Proclamation.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 29, 2017
Agenda Date: April 11, 2017
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Proclamation recognizing the month of April, 2017 as "Florida Water Professionals Month".

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

NA

RECOMMENDED MOTION:

Proclamation recognizing the month of April, 2017 as "Florida Water Professionals Month".

CITY OF COCOA FLORIDA

PROCLAMATION

WHEREAS, *The Florida Water and Pollution Control Operators Association, organized in 1941, is a non-profit trade organization that promotes the sustainability of Florida's water utility industry through workforce development, to protect the health of Florida's citizens, and to preserve the state's water resources; and*

WHEREAS, *this organization offers water and wastewater treatment plant operator and water distribution system operator training courses required for the state of Florida's operator licenses, eight voluntary certification programs, and continuing education programs for operator license renewal; and*

WHEREAS, *this organization, in recognizing the importance of the Florida Statutes and Administrative Code that regulate the water industry, acts as a liaison between the Florida Department of Environmental Protection and industry personnel; and*

WHEREAS, *the Florida Water and Pollution Control Operators Association recognizes all those who have played a significant part in operating and maintaining drinking water, wastewater, and stormwater systems in Florida by celebrating Florida Water Professionals Month, which applauds their constant efforts to protect our health and environment.*

NOW, THEREFORE, *I Henry U. Parrish, III, on behalf of the City Council of the City of Cocoa, do hereby proclaim April 2017 as:*

"Florida Water Professionals Month"

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 11th day of April, 2017.

Mayor

ATTEST:

City Clerk

Legislation Details (With Text)

File #:	17-131	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	3/21/2017			**In control:**	City Council
On agenda:	4/11/2017			**Final action:**	
Title:	Approve Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Lift Station Rehabilitation Services utilizing the City of Clermont Contract No. 2011-40 effective July 11, 2016 through July 11, 2017; To Authorize a Budgeted Expenditure for these Services not to Exceed $214,175. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City of Clermont - Danus 3rd Renewal 6-2016.pdf City of Clermont Danus Contract.pdf RE Authorization Letter for City of Cocoa.msg Quote No. 012217-2R LS 2.pdf Quote No. 021317-1R LS 7.pdf Quote No. 021317-2R LS 37.pdf Quote No. 021317-3R LS 39.pdf Quote No. 021317-4R LS 41.pdf Quote No. 021317-5R LS 43.pdf Quote No. 021317-6R LS 49.pdf Quote No. 062316-3R LS 31.pdf Quote No. 062316-5R LS 47.pdf Budget Resolution 2017.docx BAF-UT Repairs & Maintenance (4-11-17) Agenda 17-131.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 21, 2017
Agenda Date: April 11, 2017
Prepared By: Chris M. Collier, Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director

Requested Action:

To Approve Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Lift Station Rehabilitation Services utilizing the City of Clermont Contract No. 2011-40 effective July 11, 2016 through July 11, 2017; to approve a Budget Resolution and Expenditure for these Services not to exceed $214,175

BACKGROUND:

During a recent internal survey of lift station infrastructure, the Sewer Field Operations (SFO) staff identified several mechanical deficiencies to Lift Stations 2, 7, 31, 37, 39, 41, 43, 47, and 49. At this time, the deficiencies noted do not adversely affect lift station functionality, but contractor level repairs are required to ensure the continued efficient and safe operation of these lift station assets.

A budget transfer of $152,900 from Account No. 421-4125-536.63-00 (projects WS17MR and WS0904), Infrastructure, to Account No. 421-4125-536.46-00 (WS1409), Repairs and Maintenance account is necessary to fully fund the lift station rehabilitation services and ensure adequate funding to cover anticipated monthly repair and maintenance expenses for the remainder of FY17.

Staff is requesting the use of the City of Clermont Contract No. 2011-40 for Lift Station Rehabilitation Services. This contract has been reviewed by the City and has been determined to be applicable to the services required by Sewer Field Operations.

Staff recommends approval to use the City of Clermont contract with Danus Utilities, Inc. to perform Sanitary Sewer Manhole and Lift Station Rehabilitation Services, and to authorize a budgeted expenditure for these services not to exceed $214,175.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes, but insufficient
If not budgeted, is amendment/transfer attached?	Yes
FROM	
Amount Requested	($75,000) WS17MR
Amount Requested	($77,900) WS0904
Account Number	421-4125-536.63-00 Account Name Infrastructure
TO	
Amount Requested	$152,900 WS1409
Account Number	421-4125-536.46-00
Account Name	Repairs & Maint.

PREVIOUS ACTION:

On July 26, 2016, City Council approved participation in a cooperative purchase agreement with Danus Utilities, Inc. for sanitary sewer manhole and lift station rehabilitation services utilizing the City of Clermont Contract No. 2011-40 effective July 11, 2016 through July 11, 2017, Project WS1409.

RECOMMENDED MOTION:

To Approve Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Lift Station Rehabilitation Services utilizing the City of Clermont Contract No. 2011-40 effective July 11, 2016 through July 11, 2017; to approve a Budget Resolution and Expenditure for these Services not to exceed $214,175



FREDDY L. SUAREZ
Purchasing Director
Purchasing Department

352-241-7350
fsuarez@clermontfl.org

June 6, 2016

Dan J. Pardus, President
4133 Saddle Club DR
New Smyrna Bch, FL 32168

Re: 3rd and Final Contract Renewal Notice – 2011-40 / Sanitary Sewer Lift Station Rehabilitation

Dear Mr. Pardus:

The current awarded period on the above referenced contract is due to expire on July 11, 2016. There is a provision for an extension in this contract for up to additional (3) additional one (1) year term. It is the intent of the City to exercise the 3rd and final contract renewal option and extend the contract for an additional 1-year, ending in July 11, 2017.

Please check "yes" or "no" at the bottom of this letter, with your signature and date, as to whether you are interested or not extending the contract for an additional 1-year term. Your response should be received in the Purchasing Division no later than ten (10) business days by mail, fax or email from date of this letter. Failure to respond will be deemed as silent evidence that your firm is not interested in renewing this contract.

Please feel free to contact me if you have any questions.

I want to extend the current Contract No. 2011-40 / Sanitary Sewer Lift Station Rehabilitation, for an additional 1-year term at the same terms and conditions.

X Yes ____ No

Contractor Signature

Date 6/6/2016

DAN J Pardus
Printed Name of Signer

President
Title of Signer

Comments:

CONTRACTOR AGREEMENT
SANITARY SEWER LIFT STATION REHABILITATION

THIS AGREEMENT, made and entered into this 12TH day of July 2011, A.D., by and between the City of Clermont 685 West Montrose Street, Clermont, Florida (hereinafter referred to as "OWNER"), and DANUS UTILITIES, INC. 6214 Tortosie Creek Lane, Port Orange, FL 32128 (hereinafter referred to as "CONTRACTOR").

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth; mutually agree as follows:

ARTICLE I - SCOPE OF WORK

The CONTRACTOR shall furnish all labor, materials, equipment, machinery, tools, apparatus and transportation and perform all of the work described in the bid documents and specifications entitled:

RFB NO. 11-015 Sanitary Sewer Manhole and Lift Station Rehabilitation

as prepared by Owner and its agents shall do everything required by this Contract and the other Contract Documents contained in the specifications, which are a part of these Documents. The scope of work hereunder only applies to and includes the Lift Station Rehabilitation Services as provided in the Contract Documents.

ARTICLE II - THE CONTRACT SUM

The OWNER shall pay to the CONTRACTOR, for the faithful performance of the Contract as set forth in the contract documents and the Schedule of Values, attached hereto and incorporated herein as Exhibit "A", in lawful tender of the United States.

ARTICLE III – TERM, COMMENCEMENT AND COMPLETION OF WORK

1 This Agreement is to become effective upon execution by both parties, and shall remain in effect for a three years (3) year term, unless terminated as provided for herein. Additionally, the parties agree that the term may be extended upon mutual agreement for periods of one (1) year, but such option to extend may only be utilized three (3) times unless authorized by the City Council for additional extensions.

2 The term of any task authorization, as described in this Article shall be as set forth in such task authorization, and all of the terms and conditions of this Agreement shall survive until completion of all task authorizations.

3. It is expressly understood and acknowledged that nothing herein shall obligate or guarantee to CONTRACTOR any agreement or task authorization and CITY expressly reserves the right to exercise its option to issue any such agreements to any qualified firm or entity in accordance with all applicable laws, ordinances, policies and/or regulations.

4. The CITY shall make request of CONTRACTOR for the services contemplated herein by providing to CONTRACTOR, verbally or in writing, a general description of the task to be performed. The CONTRACTOR will prepare a performance and costs schedule based on the pricing and costs schedule attached hereto and incorporated herein as Exhibit "A" and provide the written performance and costs schedule as a "Task Authorization" to the CITY. The Task Authorization shall be in the form attached hereto and incorporated herein as Exhibit "B". If a site visit by CONTRACTOR is needed to generate the Task Authorization, CONTRACTOR shall request approval prior to visiting the site. The CITY will review the proposal, and if the description is mutually acceptable, the parties will enter into a written "task authorization". The CONTRACTOR shall furnish all labor, materials, equipment, machinery, tools, apparatus and transportation and perform all of the work described in each individual task authorization to be issued hereunder as prepared by CITY. All work shall be performed in accordance with any special conditions contained in the task authorization and the Contract Documents.

5. CONTRACTOR shall not be authorized to proceed until the CITY has issued a Notice to Proceed to the CONTRACTOR. Upon receipt of the signed Task Authorization and a Notice to Proceed from the CITY, the CONTRACTOR shall perform the services set forth in the task authorization.

6. The CONTRACTOR shall commence work within 10 calendar days after receipt of (i) Notice to proceed, and (ii) receipt of all permits required to perform the work, and the CONTRACTOR will substantially complete the same within the time period set forth in the Task Authorization. Substantial Completion as provided herein shall be the day the project or designated portion thereof is certified and accepted by the OWNER as sufficiently complete, in accordance with the Contract Documents.

7. The CONTRACTOR shall prosecute the work with faithfulness and diligence.

8. The CONTRACTOR further declares he has examined the sites of the work and that from personal knowledge and experience or that he has made sufficient investigations to fully satisfy himself that such sites are correct and suitable for the work and he assumes full responsibility therefore. The provisions of this Contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the CONTRACTOR, who understands the same and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or

situations shall this Contract be more strongly construed against the OWNER than against the CONTRACTOR and his Surety.

Any ambiguity or uncertainty in the Plans, Drawings or Specifications shall be interpreted and construed by the OWNERS Public Services Project Manager and his decision shall be final and binding upon all parties.

It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the work or material by the OWNER or by any agent or representative as in compliance with the terms of this Contract and/or of the Drawings, Plans and Specifications covering said work shall not operate as a waiver by the OWNER of strict compliance with the terms of this Contract and/or the Drawings and Specifications covering said work; and the OWNER may require the CONTRACTOR and/or his Surety to repair, replace, restore and/or make to comply strictly and in all things with this Contract and the Drawings and Specifications any and all of said work and/or materials which within a period of one year from and after the date of the passing, approval, and or acceptance of any such work or material, are found to be defective or to fail and in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to materials or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. The CONTRACTOR shall not be required to do normal maintenance work under the guarantee provisions. Failure on the part of the CONTRACTOR and/or his Surety, immediately after Notice to either, to repair or replace any such defective materials and workmanship shall entitle the OWNER, if it sees fit, to replace or repair the same and recover the reasonable cost of such replacement and/or repair from the CONTRACTOR and/or his Surety, who shall in any event be jointly and severally liable to the OWNER for all damages, loss and expense caused to the OWNER by reason of the CONTRACTOR'S breach of this Contract and/or his failure to comply strictly and in all things with this Contract and/or his failure to comply strictly and in all things with this Contract and with the Drawings and Specifications.

9. If required, As-built drawings and warranties acceptable to OWNER must be submitted to the OWNER before final payment will be made to the CONTRACTOR.

ARTICLE IV - LIQUIDATED DAMAGES

1. It is mutually agreed that time is of the essence in regard to this Contract. Therefore, notwithstanding any other provision contained in the Contract Documents, should the CONTRACTOR fail to complete the work within the specified time as set by the Notice to Proceed, or any authorized extension thereof, CONTRACTOR shall pay to OWNER the sum of TWO HUNDRED FIFTY DOLLARS ($250.00) per calendar day as fixed, agreed and liquidated damages for each calendar day elapsing beyond the specified time date; which

sum shall represent the damages sustained by the OWNER, and shall be considered not as a penalty, but in liquidation of damages sustained. Contractor shall pay the liquidated damages amount contained herein to Owner within fifteen (15) days of receipt of Owner's written demand for such payment.

2. For the purposes of this Article, the day of final acceptance of the work shall be considered a day of delay, and the scheduled day of completion of the work shall be considered a day schedule for protection.

ARTICLE V - PARTIAL AND FINAL PAYMENTS

In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the OWNER shall pay the CONTRACTOR as follows:

1. CONTRACTOR shall submit a progress payment request by the third (3rd) day of each calendar month for work performed during the preceding calendar month. Upon CONTRACTOR's signature accepting the PARTIAL PAYMENT AUTHORIZATION, the OWNER shall make a partial payment to the CONTRACTOR, within thirty (30) calendar days, on the basis of a duly certified and approved payment invoice by the OWNER for work performed during the preceding calendar month under the Contract. To insure proper performance of the Contract, the OWNER shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all work covered by the Contract.

2. Upon submission by the CONTRACTOR of evidence satisfactory to the OWNER that all payrolls, material bills and other costs incurred by the CONTRACTOR in connection with the construction of the work have been paid in full, and also, after all guarantees that may be required in the Specifications have been furnished and are found acceptable by the OWNER, final payment, including any retainage amount, on account of this Contract shall be made within thirty (30) calendar days after completion of all work by the CONTRACTOR covered by this Agreement and acceptance of such work by the OWNER.

ARTICLE VI - ADDITIONAL BONDS

It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bonds hereto attached for its faithful performance and payment of labor and materials, the OWNER shall deem the Surety or Sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance and payments of the work, the CONTRACTOR shall, at his expense, and within seven (7) days after receipt of Notice from the OWNER to do so, furnish additional bonds, in such form and amounts, and with such Sureties as shall be satisfactory to the OWNER. In such event, no further payment to the CONTRACTOR shall be deemed due under this Agreement until such new or additional

security for the faithful performance and for payment of labor and materials of the work shall be furnished in manner and form satisfactory to the OWNER.

ARTICLE VII – DISPUTE RESOLUTION - MEDIATION

1. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to voluntary arbitration or the institution of legal or equitable proceedings by either party.

2. The Owner and Contractor shall endeavor to resolve claims, disputes and other matters in question between them by mediation.

3. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

ARTICLE VIII – INSURANCE AND INDEMNIFICATION RIDER

1. Worker's Compensation Insurance - The Contractor shall take out and maintain during the life of this Agreement Worker's Compensation Insurance for all his employees connected with the work of this Project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the Project is not protected under the Worker's Compensation statute, the Contractor shall provide adequate insurance, satisfactory to the Owner, for the protection of employees not otherwise protected.

2. Contractor's Public Liability and Property Damage Insurance - The Contactor shall take out and maintain during the life of this Agreement Comprehensive General Liability and Comprehensive Automobile Liability Insurance as shall protect it from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by itself or by anyone directly or indirectly employed by it, and the amount of such insurance shall be minimum limits as follows:

(a) Contractor's Comprehensive General, $1,000,000 Each
($2,000,000 aggregate)
Liability Coverages, Bodily Injury Occurrence, & Property Damage Combined Single Limit
(b) Automobile Liability Coverages, $1,000,000 Each
Bodily Injury & Property Damage Occurrence,
Combined Single Limit

(c) Excess Liability, Umbrella Form $2,000,000

Each Occurrence, Combined Single Limit

Insurance clause for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an occurrence basis.

3. Subcontractor's Public Liability and Property Damage Insurance - The Contractor shall require each of his subcontractors to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of his subcontractors in his policy, as specified above.

4. Owner's and Contractor's Protective Liability Insurance - The Owner shall procure and furnish an Owner's and Contractor's Protective Liability Insurance Policy with the following minimum limits:

(a) Bodily Injury Liability & $1,000,000 each ($2,000,000 aggregate)
Property Damage Liability Occurrence
Combined Single Limit

5. "XCU" (Explosion, Collapse, Underground Damage) - The Contractor's Liability Policy shall provide "XCU" coverage for those classifications in which they are excluded.

6. Broad Form Property Damage Coverage, Products & Completed Operations Coverages - The Contractor's Liability Policy shall include Broad Form Property Damage Coverage, Products and Completed Operations Coverages.

7. Contractual Liability Work Contracts - The Contractor's Liability Policy shall include Contractual Liability Coverage designed to protect the Contractor for contractual liabilities assumed by the Contractor in the performance of this Agreement.

8. Indemnification Rider

(a) To cover to the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) , and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article.

(b) In any and all claims against the Owner or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

(c) The Contractor hereby acknowledges receipt of ten dollars and other good and valuable consideration from the Owner for the indemnification provided herein.

ARTICLE IX - NOTICES

All notices shall be in writing and sent by United States mail, certified or registered, with return receipt requested and postage prepaid, or by nationally recognized overnight courier service to the address of the party set forth below. Any such notice shall be deemed given when received by the party to whom it is intended.

CONTRACTOR: Danus Utilities, Inc.
Attn: Dan J. Pardus
6214 Tortoise Creek Lane
Port Orange, FL 32128

OWNER: City of Clermont
Attn: Wayne Saunders, City Manager
685 W. Montrose Street
Clermont, FL 34711

ARTICLE X – MISCELLANEOUS

1. Attorneys' Fees. In the event a suit or action is instituted to enforce or interpret any provision of this agreement, the prevailing party shall be entitled to recover such sum as the Court may adjudge reasonable as attorneys' fees at trial or on any appeal, in addition to all other sums provided by law.

2. Waiver. The waiver by city of breach of any provision of this agreement shall not be construed or operate as a waiver of any subsequent breach of such provision or of such provision itself and shall in no way affect the enforcement of any other provisions of this agreement.

3. Severability. If any provision of this agreement or the application thereof to any person or circumstance is to any extent invalid or unenforceable, such provision, or part thereof, shall be deleted or modified in such a manner as to make the agreement valid and enforceable under applicable law, the remainder of this agreement and the application of such a provision to other persons or circumstances shall be unaffected, and this agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

4. Amendment. Except for as otherwise provided herein, this agreement may not be modified or amended except by an agreement in writing signed by both parties.

5. Entire Agreement. This agreement including the documents incorporated by reference contains the entire understanding of the parties hereto and supersedes all prior and contemporaneous agreements between the parties with respect to the performance of services by contractor.

6. Assignment. This agreement is personal to the parties hereto and may not be assigned by contractor, in whole or in part, without the prior written consent of city.

7. Venue. The parties agree that the sole and exclusive venue for any cause of action arising out of this agreement shall be Lake County, Florida.

8. Applicable Law. This agreement and any amendments hereto are executed and delivered in the State of Florida and shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Florida.

9. Records. Contractor expressly understands and acknowledges that any and all documents related to the services provided herein, may be considered records that are subject to examination and production in accordance with Florida's Public Records Law. Contractor expressly agrees that it will comply with all requirements related to said law and that it will hold city harmless for any such disclosure related to Florida's Public Records Law.

ARTICLE XI - CONTRACT DOCUMENTS

The Contract Documents, as listed below are herein made fully a part of this Contract as if herein repeated.

Document Precedence:

1. Contract Agreement

2. Technical Plan and Specifications

3. All documents contained in RFP No.: 11-015 Sanitary Sewer Manhole and Lif Station Rehabilitation and CONTRACTOR's June 9, 2011 response thereto, including any all addenda or amendments thereto.

4. Instructions to Bidders

5. Drawings

6. Payment and Performance Bonds

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 12TH day of July, 2011.

City of Clermont

Harold S. Turville, Jr., Mayor

Attest:

Tracy Ackroyd, City Clerk

Danus Utilities, Inc.

Dan J. Pardus, President

Attest:

Corporate Secretary

(Name Printed or Typed)

EXHIBIT A

SECTION – C
PRICE SCHEDULE

GROUP 2 PRICING (LIFSTATION REHABILITATION)			
L.N.	Description	Est. Qty / Unit	Unit Price
9	Lift Station Surface Rehabilitation by Cementitious Lining (coating for new top slab & removed shelf area)	S.F.	$30.00
10.a	Bypass 8" Sewer Setup	Each	$800.00
10.b	Bypass 10" to 12" Sewer Setup	Each	$200.00
10.c	Bypass 15" to 18" Sewer Setup	Each	$200.00
10.d	Sewer Bypass 4" Pump	Per Day	$600.00
10.e	Sewer Bypass 6" Pump	Per Day	$625.00
10.f	Sewer Bypass 8" Pump	Per Day	$700.00
11.a	Furnish and Install Pump Base – 4"	Each	$2,750.00
11.b	Furnish and Install Pump Base – 6"	Each	$2,500.00
11.c	Furnish and Install Pump Base – 8"	Each	$3,050.00
12.a	Re-Construct Lift Station Fillet – 6' Diameter	Each	$500.00
12.b	Re-Construct Lift Station Fillet – 8' Diameter	Each	$600.00
12.c	Re-Construct Lift Station Fillet – 10' Diameter	Each	$700.00
13	Removal of Existing Coating	S.F.	$10.00
14.a	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 4" (price per each riser)	Each	$5,500.00
14.b.	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 6" (price per each riser)	Each	$5,500.00
14.c	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 8" (price per each riser)	Each	$6,050.00
15.a	Furnish and Install 6'-0" top slab with 36" x 48" hatch with Safety Grate	Each	$3,300.00

15.b	Furnish and Install 8'-0" top slab with 36" x 48" hatch with Safety Grate	Each	$3,600.00
16.a	Furnish and Install 5' x 5' valve box with 48" x 48" Hatch	Each	$5,700.00
16.b	Furnish and Install 6' x 6' valve box with 48" x 48" Hatch	Each	$7,400.00
17.a	Temporary Bypass Riser – 4"	Each	$2,950.00
17.b	Temporary Bypass Riser – 6"	Each	$3,000.00
17.c	Temporary Bypass Riser – 8"	Each	$3,000.00
18.a	Remove concrete shelf in wet well – 6'-0"	Each	$400.00
18.b	Remove concrete shelf in wet well – 8'-0"	Each	$600.00
19.a	2" SS Dual Guide rails with brackets – 10' to 15'	Each	$1,600.00
19.b	2" SS Dual Guide rails with brackets – 15' to 20'	Each	$2,200.00
20	Furnish and Install 3" Drain	Each	$600.00
21	Furnish and Install SCH-80 PVC Vent – 4"	Each	$250.00
22.a	Drain and Clean Wet Well – 6'-0"	Each	$1,000.00
22.b	Drain and Clean Wet Well – 8'-0"	Each	$1,250.00
23.a	Connect Lift Station Piping to Existing Force Main – 4"	Each	$2,250.00
23.b	Connect Lift Station Piping to Existing Force Main – 6"	Each	$1,500.00
23.c	Connect Lift Station Piping to Existing Force Main – 8"	Each	$1,000.00

SECTION – C
PRICE SCHEDULE

ALTERNATE PRICE			
L.N.	Description	Est. Qty. / Unit	Unit Price
ALT 1.a	Furnish and Install HDPE Riser Pipe, Bracket and Base Plate in Place of Ductile Iron Riser and Fitting on Bid Item #14.a – 4" (This price will be either added if more or subtracted if less from original base bid price)	Each	$5,500.00
ALT 1.b	Furnish and Install HDPE Riser Pipe, Bracket and Base Plate in Place of Ductile Iron Riser and Fitting on Bid Item #14.b – 6" (This price will be either added if more or subtracted if less from original base bid price)	Each	$6,000.00
ALT 1.c	Furnish and Install HDPE Riser Pipe, Bracket and Base Plate in Place of Ductile Iron Risers and Fitting on Bid Item #14.c – 8" (This price will be either added if more or subtracted if less from original base bid price)	Each	$8,900.00

DANUS UTILITIES INC.
"WE DO IT RIGHT"

CUC # 1224744
PO Box 291671-32129, Port Orange, FL 32128
Phone: 386-233-5588 email: danus1@cfl.rr.com

QUOTE
012217-2R

Date: 1/22/2017
Company: City of Cocoa
Attention: Chris Collier
JOB NAME: Lift Station 2
E-mail: ccollier@cocoafl.org

QYT	Lift Station 2		TOTAL
125	Bid Item 9 / LS Surface Rehabilitation per S.F.	$30.00	$3,750.00
3	Bid Item 15.b / Furnish and Install 12'-0" top slab with (3) 30" x 48" hatch for tri-plex station	$3,300.00	$9,900.00
1	Bid Item 21 / Furnish and Install SCH-80 PVC Vent -4"	$250.00	$250.00
2.00	BID ITEM ALT 1.a / Furnish & Install HDPE riser, bracket & base plate, check valves and plug valve through valve box	$5,500.00	$11,000.00
	Pricing based on City of Clermont Annual Contract		
	Variations in piping configuration, specifications and scope of work cause the		
	bid items to be adjusted by using a multiplier either greater than or less than 1		
	to fit the scope required to complete the job as discussed on site.		
		TOTAL	$24,900.00

Note: Permitting by others.

Scope of Work for Danus Utilities: F&I 144" O.D. top slab, (3) 30" x 48" hatches, seal top slab to exis liner, Provide MOT of Indian River Dr while work is being done.

Terms Net 30 Days
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.
Authorized Signature

Raymond Rogers
386-882-6200

DANUS UTILITIES INC.
"WE DO IT RIGHT"

CUC # 1224744
PO Box 291671-32129, Port Orange, FL 32128
Phone: 386-233-5588 email: danus1@cfl.rr.com

QUOTE
021317-1R

Date: 2/13/2017
Company: City of Cocoa
Attention: Chris Collier
JOB NAME: Lift Station 7
E-mail: ccollier@cocoafl.org

QYT	Lift Station 7		TOTAL
100	Bid Item 9 / LS Surface Rehabilitation per S.F.	$30.00	$3,000.00
2	Bid Item 10.a / By-pass 8" sewer setup	$800.00	$1,600.00
2	Bid Item 10.d / Sewer By-pass 4" Pump	$600.00	$1,200.00
1.5	Bid Item 22.b / Drain & Clean wet well 8'-0"	$1,250.00	$1,875.00
2.00	BID ITEM ALT 1.b / Furnish & Install HDPE riser, bracket & base plate, check valves and plug valve through valve box	$6,000.00	$12,000.00
	Pricing based on City of Clermont Annual Contract		
	Variations in piping configuration, specifications and scope of work cause the		
	bid items to be adjusted by using a multiplier either greater than or less than 1		
	to fit the scope required to complete the job as discussed on site.		
		TOTAL	$19,675.00

Note: Permitting by others.

Scope of Work for Danus Utilities: F&I by-pass pumping, F&I 6" HDPE riser pipes, F&I SS base plates, F&I SS pipe supports, F&I wet well penetration seals to existing liner system, Reuse existing pump base elbows, Drain & Clean WW 10'-0" diameter

Terms Net 30 Days

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Authorized Signature

Raymond Rogers
386-882-6200

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CUC # 1224744
PO Box 291671-32129, Port Orange, FL 32128
Phone: 386-233-5588 email: danus1@cfl.rr.com

QUOTE

021317-2R

Date: 2/13/2017
Company: City of Cocoa
Attention: Chris Collier
JOB NAME: Lift Station 37
E-mail: ccollier@cocoafl.org

QYT	Lift Station 37		TOTAL
100	Bid Item 9 / LS Surface Rehabilitation per S.F.	$30.00	$3,000.00
2	Bid Item 10.a / By-pass 8" sewer setup	$800.00	$1,600.00
2	Bid Item 10.d / Sewer By-pass 4" Pump	$600.00	$1,200.00
1	Bid Item 21 / Furnish & install 4" SCH 80 PVC vent - 4"	$250.00	$250.00
1	Bid Item 22.b / Drain & Clean wet well 8'-0"	$1,250.00	$1,250.00
2.00	BID ITEM ALT 1.a / Furnish & Install HDPE riser, bracket & base plate, check valves and plug valve through valve box	$5,500.00	$11,000.00
	Pricing based on City of Clermont Annual Contract		
	Variations in piping configuration, specifications and scope of work cause the		
	bid items to be adjusted by using a multiplier either greater than or less than 1		
	to fit the scope required to complete the job as discussed on site.		
		TOTAL	**$18,300.00**

Note: Permitting by others.

Scope of Work for Danus Utilities: F&I by-pass pumping, F&I 4" HDPE riser pipes, F&I SS base plates, F&I SS pipe supports, F&I wet well penetration seals to existing liner system, Reuse existing pump base elbows, Drain & Clean W

Terms Net 30 Days
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.
Authorized Signature

Raymond Rogers
386-882-6200

DANUS UTILITIES INC.
"WE DO IT RIGHT"
CUC # 1224744
PO Box 291671-32129, Port Orange, FL 32128
Phone: 386-233-5588 email: danus1@cfl.rr.com

QUOTE
021317-3R

Date: 2/13/2017
Company: City of Cocoa
Attention: Chris Collier
JOB NAME: Lift Station 39
E-mail: ccollier@cocoafl.org

QYT	Lift Station 39		TOTAL
2	Bid Item 10.a / By-pass 8" sewer setup	$800.00	$1,600.00
2	Bid Item 10.d / Sewer By-pass 4" Pump	$600.00	$1,200.00
2	Bid Item 11.a / Furnish & install 4" pump base - 4"	$2,750.00	$5,500.00
1	Bid Item 22.a / Drain & Clean wet well 6'-0"	$1,000.00	$1,000.00
2.00	BID ITEM ALT 1.a / Furnish & Install HDPE riser, bracket & base plate, check valves and plug valve through valve box	$5,500.00	$11,000.00
	Pricing based on City of Clermont Annual Contract		
	Variations in piping configuration, specifications and scope of work cause the		
	bid items to be adjusted by using a multiplier either greater than or less than 1		
	to fit the scope required to complete the job as discussed on site.		
		TOTAL	$20,300.00

Note: Permitting by others.

Scope of Work for Danus Utilities: F&I by-pass pumping, F&I 4" HDPE riser pipes, F&I SS base plates, F&I SS pipe supports, F&I new 4" pump base elbows, Drain & Clean WW

Terms Net 30 Days
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.
Authorized Signature

Raymond Rogers
386-882-6200

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"WE DO IT RIGHT"

CUC # 1224744
PO Box 291671-32129, Port Orange, FL 32128
Phone: 386-233-5588 email: danus1@cfl.rr.com

QUOTE

021317-4R

Date: 2/13/2017
Company: City of Cocoa
Attention: Chris Collier
JOB NAME: Lift Station 41
E-mail: ccollier@cocoafl.org

QYT	Lift Station 41		TOTAL
100	Bid Item 9 / LS Surface Rehabilitation per S.F.	$30.00	$3,000.00
1	Bid Item 22.a / Drain & Clean wet well 6'-0"	$1,000.00	$1,000.00
2.00	BID ITEM ALT 1.a / Furnish & Install HDPE riser, bracket & base plate, check valves and plug valve through valve box	$5,500.00	$11,000.00
	Pricing based on City of Clermont Annual Contract		
	Variations in piping configuration, specifications and scope of work cause the		
	bid items to be adjusted by using a multiplier either greater than or less than 1		
	to fit the scope required to complete the job as discussed on site.		
		TOTAL	$15,000.00

Note: Permitting by others.

Scope of Work for Danus Utilities: F&I 4" HDPE riser pipes, F&I SS base plates, F&I SS wet well pipe supports F&I wet well penetration seal to existing liner system, Reuse existing pump base elbows, Drain & Clean WW

Terms Net 30 Days
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.
Authorized Signature

Raymond Rogers
386-882-6200

DANUS UTILITIES INC.
"WE DO IT RIGHT"

CUC # 1224744
PO Box 291671-32129, Port Orange, FL 32128
Phone: 386-233-5588 email: danus1@cfl.rr.com

QUOTE

021317-5R

Date: 2/13/2017
Company: City of Cocoa
Attention: Chris Collier
JOB NAME: Lift Station 43
E-mail: ccollier@cocoafl.org

QYT	Lift Station 43		TOTAL
2	Bid Item 10.a / By-pass 8" sewer setup	$800.00	$1,600.00
2	Bid Item 10.d / Sewer By-pass 4" Pump	$600.00	$1,200.00
2	Bid Item 11.a / Furnish & install 4" pump base - 4"	$2,750.00	$5,500.00
2	Bid Item 19.b / Furnis & Install 2" SS Dual guide rails with bracket 15' to 20'	$2,200.00	$4,400.00
1	Bid Item 22.a / Drain & Clean wet well 6'-0"	$1,000.00	$1,000.00
2.00	BID ITEM ALT 1.a / Furnish & Install HDPE riser, bracket & base plate, check valves and plug valve through valve box	$5,500.00	$11,000.00
	Pricing based on City of Clermont Annual Contract		
	Variations in piping configuration, specifications and scope of work cause the		
	bid items to be adjusted by using a multiplier either greater than or less than 1		
	to fit the scope required to complete the job as discussed on site.		
		TOTAL	$24,700.00

Note: Permitting by others.

Scope of Work for Danus Utilities: F&I by-pass pumping, F&I 4" HDPE riser pipes, F&I SS base plates, F&I SS pipe supports, F&I new 4" pump base elbows, F&I 2" SS guide rail system, Drain & Clean WW

Terms Net 30 Days
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.
Authorized Signature

Raymond Rogers
386-882-6200

DANUS UTILITIES INC.
"WE DO IT RIGHT"

CUC # 1224744
PO Box 291671-32129, Port Orange, FL 32128
Phone: 386-233-5588 email: danus1@cfl.rr.com

QUOTE
021317-6R

Date: 2/13/2017
Company: City of Cocoa
Attention: Chris Collier
JOB NAME: Lift Station 49
E-mail: ccollier@cocoafl.org

QYT	Lift Station 49		TOTAL
2	Bid Item 11.a / Furnish & install 4" pump base - 4"	$2,750.00	$5,500.00
2	Bid Item 19.b / Furnis & Install 2" SS Dual guide rails with bracket 15' to 20'	$2,200.00	$4,400.00
1	Bid Item 22.a / Drain & Clean wet well 6'-0"	$1,000.00	$1,000.00
2.00	BID ITEM ALT 1.a / Furnish & Install HDPE riser, bracket & base plate, check valves and plug valve through valve box	$5,500.00	$11,000.00
	Pricing based on City of Clermont Annual Contract		
	Variations in piping configuration, specifications and scope of work cause the		
	bid items to be adjusted by using a multiplier either greater than or less than 1		
	to fit the scope required to complete the job as discussed on site.		
		TOTAL	$21,900.00

Note: Permitting by others.

Scope of Work for Danus Utilities: F&I 4" HDPE riser pipes, F&I SS base plates, F&I SS wet wellpipe supports, F&I new 4" pump base elbows, F&I 2" SS guide rail system, Drain & Clean WW, City to disconnect and reconnect the new 4" pumps that are being supplied by the city.

Terms Net 30 Days

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Authorized Signature

Raymond Rogers
386-882-6200

DANUS UTILITIES INC.
"WE DO IT RIGHT"

CUC # 1224744
PO Box 291671-32129, Port Orange, FL 32128
Phone: 386-233-5588 email: danus1@cfl.rr.com

QUOTE

062316-3R

Date: 1/11/2017
Company: City of Cocoa
Attention: Chris Collier
JOB NAME: Lift Station 31
E-mail: ccollier@cocoafl.org

QYT	Lift Station 31		TOTAL
200	Bid Item 9 / LS Surface Rehabilitation per S.F.	$30.00	$6,000.00
2	Bid Item 10.a / By-pass 8" Sewer Set up	$800.00	$1,600.00
5	Bid Item 10.d / Sewer By-pass 4" Pump (Daily rate)	$600.00	$3,000.00
3	Bid Item 11.a / Furnish & Install Pump Base - 4"	$2,750.00	$8,250.00
3	Bid Item 15.b / Furnish and Install 12'-0" top slab with (3) 30" x 48" hatch for tri-plex station	$3,300.00	$9,900.00
1	Bid Item 21 / Furnish and Install SCH-80 PVC Vent -4"	$250.00	$250.00
1.5	Bid Item 22.b / Drain and Clean Wet Well 8'-0" (WW is 12'-0")	$1,250.00	$1,875.00
0.85	BID ITEM ALT 1.a / Furnish & Install HDPE riser, bracket & base plate, check valves and plug valve through valve box	$5,500.00	$4,675.00
1.7	BID ITEM ALT 1.b / Furnish & Install HDPE riser, bracket & base plate, check valves and plug valve through valve box	$6,000.00	$10,200.00
	Pricing based on City of Clermont Annual Contract		
	Variations in piping configuration, specifications and scope of work cause the		
	bid items to be adjusted by using a multiplier either greater than or less than 1		
	to fit the scope required to complete the job as discussed on site.		
		TOTAL	**$45,750.00**

Note: Permitting by others.

Scope of Work for Danus Utilities: F&I 144" O.D. top slab, (3) 30" x 48" hatches, 4" base elbows, SS tes SS wet well pipe supports, (1) 4" HDPE riser to existing CV, (2) 6" HDPE riser to existing CV, Clean wet we by-pass station during rehabilitation, seal new top slab to existing liner, re-seal pipe penetrations.

Terms Net 30 Days
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.
Authorized Signature

Raymond Rogers
386-882-6200

DANUS UTILITIES INC.
"WE DO IT RIGHT"

CUC # 1224744
PO Box 291671-32129, Port Orange, FL 32128
Phone: 386-233-5588 email: danus1@cfl.rr.com

QUOTE

062316-5R

Date: 1/11/2017
Company: City of Cocoa
Attention: Chris Collier
JOB NAME: Lift Station 47
E-mail: ccollier@cocoafl.org

QYT	Lift Station 47		TOTAL
85	Bid Item 9 / LS Surface Rehabilitation per S.F.	$30.00	$2,550.00
2	Bid Item 10.a / By-pass 8" Sewer Set up	$800.00	$1,600.00
3	Bid Item 10.d / Sewer By-pass 4" Pump (Daily rate)	$600.00	$1,800.00
2	Bid Item 11.a / Furnish & Install Pump Base - 4"	$2,750.00	$5,500.00
1	Bid Item 19.a / 2" SS Dual Guide with Brackets 10' - 15'	$1,600.00	$1,600.00
1	Bid Item 22.a / Drain and Clean Wet Well 6'-0"	$1,000.00	$1,000.00
1.60	BID ITEM ALT 1.b / Furnish & Install HDPE riser, bracket & base plate, check valves and plug valve through valve box	$6,000.00	$9,600.00
	Pricing based on City of Clermont Annual Contract		
	Variations in piping configuration, specifications and scope of work cause the		
	bid items to be adjusted by using a multiplier either greater than or less than 1		
	to fit the scope required to complete the job as discussed on site.		
		TOTAL	$23,650.00

Note: Permitting by others.
City of Cocoa to repour slab that is being removed for rehabilitation.

Scope of Work for Danus Utilities: F&I 4" base elbows, SS base plates, SS wet well pipe supports, risers, re-seal wet well penetrations, cut and remove concrete between well and valve box, clean wet well SS upper guide brackets, (2) 2" SS guide rails (existing system is single rail)

Terms Net 30 Days
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.
Authorized Signature

Raymond Rogers
386-882-6200

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 4125 | DATE PREPARED: 03/27/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 75,000)	421-4125-536.63-00	WS17MR	Infrastructure	$ 555,000	$ 1,075,605	$ 1,000,605	$ 128,652
($ 77,900)	421-4125-536.63-00	WS0904	Infrastructure	$ 55,000	$ 1,000,605	$ 922,705	$ 50,752
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 152,900)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 152,900	421-4125-536.46-00	WS1409	Repairs & Maintenance	$ 580,000	$ 580,000	$ 732,900	$ 315,559
$ 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
$ 152,900	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Transfer available funds in the infrastructure account for the repairs of deficiencies at lift stations 2, 7, 31, 37, 39, 41, 43, 47, and 49 identified by a recent internal survey. This item will be sent for City Council approval at the April 11, 2017 meeting, file #17-131.

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 04/11/17 *RESOLUTION #:*

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

4/3/17 Melinda Keesee Digitally signed by Melinda Keesee Date: 2017.04.03 13:38:44 -04'00'	4/3/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.04.03 15:55:19 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
4/3/17 John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2017.04.03 15:56:28 -04'00'	4/3/17 Lora Howell Digitally signed by Lora Howell Date: 2017.04.03 16:03:26 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/23/16 - IT

Legislation Details (With Text)

File #:	17-132	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	3/21/2017			**In control:**	City Council
On agenda:	4/11/2017			**Final action:**	
Title:	Approve the First Two-Year Renewal Under Contract B-14-07-COC, with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	B-14-07-COC Executed Agreement.pdf ACE Contract Part 1 of 3 B-14-07-COC 2016 Contract Modifications.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 21, 2017
Agenda Date: April 11, 2017
Prepared By: Chris M. Collier, Water Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve the First Two-Year Renewal Under Contract B-14-07-COC, with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services

BACKGROUND:

The City of Cocoa Utilities Department maintains a Cross Connection Control (CCC) Program as regulated by the Florida Department of Environmental Protection (FDEP) and as described in the City of Cocoa's Cross Connection Control Manual. This program requires periodic inspections, surveys, testing, and documentation of backflow prevention assemblies and devices at residential and commercial customer sites to help eliminate and control actual or potential cross connections with the City's potable water distribution system. The City has approximately 7,000 commercial customers and approximately 73,000 residential customers.

In May 2014 City Council awarded B-14-07-COC "CCC Program Services" to Ace Flow Control, Longwood, Florida, to provide the services associated with the installation, testing, maintenance, and replacement of cross connection control devices for the duration of three years with two two-year renewals. The current contract expires in May 2017. At this time, Utilities Department staff requests approval for the first two-year renewal of Bid B-14-07-COC, with Ace Flow Control, Longwood, Florida.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

In May 2014 City Council awarded B-14-07-COC CCC Program Services to Ace Flow Control, Longwood, Florida, to provide the services associated with the installation, testing, maintenance, and replacement of cross connection control devices.

In September 2014 City Council approved the continuation of work for FY2015 with Ace Flow Control, Longwood, Florida, to provide Cross Connection Control (CCC) Technical Field Services.

In September 2015 City Council approved the continuation of work for FY2016 with Ace Flow Control, Longwood, Florida, to provide Cross Connection Control (CCC) Technical Field Services.

In September 2016 City Council approved the continuation of work for FY2017 with Ace Flow Control, Longwood, Florida, to provide Cross Connection Control (CCC) Technical Field Services; City Council approved modifications to contract number B-14-07-COC with Ace Flow Control, Longwood, Florida

RECOMMENDED MOTION:

To Approve the First Two-Year Renewal Under Contract B-14-07-COC, with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services.

Section 00500
FORM OF AGREEMENT
BID NO. B-14-07-COC

Cross Connection Control Program Services

This Agreement made and entered into on the 15th day of May, 2014, by and between Ace Flow Control, 853 Waterway Place, #101, Longwood, Florida, 32750, hereinafter called the contractor and the City of Cocoa, a municipal cooperation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the City.

Witnesseth that the Contractor and the City, for the Consideration herein-after named, agree as follows:

ARTICLE 1. SCOPE OF WORK - The Contractor shall furnish all labor, equipment and materials and perform all work described in the Bidding/Contract Documents and Drawings, and shall do everything required by this agreement and the contract documents.

ARTICLE 2. COMMENCEMENT - The Contractor will be required to commence work under this contract within sixty (60) calendar days after the date of receipt by him of Notice to Proceed or Purchase Order.

ARTICLE 3. THE CONTRACT SUM - The City will pay the Contractor for performance of the contract, subject to additions and deductions provided therein, in current funds as shown in the **Section 00300 BID FORM/SCHEDULE OF UNIT PRICING**.

ARTICLE 4. PROGRESS PAYMENTS - Partial payments calculated from completed work in place and acceptable to the City at the unit bid prices will be made on/or about the 15th of each month on pay estimates based on the previous month's progress. The Contractor shall, after the first of each month, submit invoice for materials used and work performed for the previous month. The owner will certify all invoices before presenting them for payment. A form of pay estimate, stating that the bill is fair and equitable and in exact accord with contract prices will be utilized for pay purposes. Included in each invoice, the contractor shall: (1) Provide evidence that he is actually paying for the materials that he has been paid for, and (2) Provide evidence that he is actually paying subcontractors for services that he has been paid for.

ARTICLE 5. THE CONTRACT DOCUMENTS - The Notice to Contractors, Instructions to Bidders, General Conditions, Special Conditions, Specifications, Proposal, Agreement, and Unit Prices form the contract and they are as fully as part of this contract as if the same were hereto attached or herein repeated. Unless otherwise provided in the Contract Documents, any conflicts between the aforementioned documents shall be resolved in order of priority established in the City of Cocoa's purchasing manual at the time this Agreement is executed by both parties.

ARTICLE 6. 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 $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.

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.

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.

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.

ARTICLE 7. Not Applicable. **PERFORMANCE/PAYMENT BOND** - The contractor shall furnish to the City concurrently with the execution of this contract a Performance/Payment Bond equal to 100% of the bid in the penal sum of $ __0_____ with good and sufficient sureties, conditioned upon the performance of this contract by the Contractor in accordance with the terms and conditions hereof, within the time herein provided and with the additional obligation that such Contractor shall promptly make payment to all persons supplying him, labor, materials, and supplies, used directly by said Contractor in the prosecution of the work provided for in this contract.

ARTICLE 8. Not Applicable. **ACCEPTANCE AND FINAL PAYMENT** - Upon receipt of written notice that the work is ready for final inspection and acceptance, the Owner will promptly make such inspection and when he finds the work acceptable under the contract and the contract fully performed, he will promptly issue a final certificate, over his own signature, stating the work provided for in this contract has been completed and acceptance by him under the terms and conditions thereof is recommended and the entire balance found to be due the Contractor will be paid to the Contractor at the office of the City within twenty (20) days after the date of said final certificate. Before issuance of final certificate, the Contractor shall submit evidence satisfactory to the Owner that all payrolls, material bills and other indebtedness connected with the work have been paid. The making and acceptance of the final payment shall not constitute a waiver of any claims of the city against the Contractor, including, but not limited to, claims arising for defective or faulty work, warranty work, unsettled liens, or the failure of the Contractor to correctly comply with the job specification. A Consent of Surety for the release of the final payment will be required.

ARTICLE 9. **ATTORNEY FEES AND COSTS** - Should any dispute or legal action arise out of this agreement or the obligations stated herein, or any dispute or action is based upon this Agreement or any of its provisions, the prevailing party shall be entitled to recover its reasonable attorney fees, expenses and costs incurred in connection with such a dispute or action, including, without limitation, its attorney fees and costs through appeals.

ARTICLE 10. **FULLY NEGOTIATED AGREEMENT** - This agreement has been fully negotiated in an arms length transactions and neither party has been coerced in any manner to execute this agreement. In Each party has opportunity to employ legal counsel and seek legal advice from such counsel with respect to this agreement, its obligations, terms and limitations.

ARTICLE 11. **SEVERABILITY** - If any provisions of this agreement is declared or deemed invalid, unenforceable or lawful by any tribunal or court of competent jurisdiction, such provision shall be deemed automatically modified to conform to the requirements for validity as declared at the time, and as so modified, shall be deemed a provision of this agreement as though originally included herein. In the event that the provision invalidated is of such nature that it cannot be so modified, the provision shall be deemed deleted and withdrawn from this agreement as though the provision had never been included herein. In either event, the remaining provisions of this agreement shall remain in full force and effect.

ARTICLE 12. **VENUE AND GOVERNING LAW** - The parties agree that the venue shall be exclusively in Brevard County, State of Florida, for disputes or actions which may arise out of or are based upon this agreement. This agreement shall be governed by the laws of the State of Florida where it is deemed, made and executed.

ARTICLE 13. **MODIFICATIONS AND ENTIRE AGREEMENT** - This agreement may only be modified, altered or amended in whole or in part, by written instrument setting forth such changes and signed by all parties hereto. This agreement constitutes the entire agreement and understanding between the parties, and oral communications and understandings are hereby deemed void and merged into this agreement.

ARTICLE 14. **NOTICES** - Unless otherwise stated herein, all notices to the parties to this agreement shall be in writing, certified mail, return receipt request, at the address listed above.

ARTICLE 15. **BINDING EFFECT** - This agreement shall be binding upon the parties, heirs, assigns, personal representatives, executors and successors.

ARTICLE 16. **WAIVER** - Any waiver of any breach or violation of either party's obligations under this agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violations.

ARTICLE 17. **INDEPENDENT CONTRACTOR** At all times during the term of this Agreement, Contractor shall be considered an independent contractor and not an employee of the City.

ARTICLE 18. **CHANGE ORDERS** Any and all change orders required under this Agreement shall be approved, in writing, by the City prior to Contract performing, or not performing, the work specified in the change order.

ARTICLE 19. **SOVEREIGN IMMUNITY** Nothing contained in this Agreement shall be constructed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statues, or other limitations imposed on the City's potential liability under state or federal law.

ARTICLE 20. **DEFAULT BY CONTRACTOR**

(a) 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:

i. 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 Contractor promptly takes and diligently pursues such action as are necessary therefore; or

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

iii. Contractor has acted grossly negligent, as defined by general and applicable law, in performing the services hereunder; or

iv. Contractor has committed any act of fraud upon the City; or

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

(b) Notwithstanding the aforementioned, in the event of a default by Contractor, the City shall have the right to exercise any other remedy the City may have by operation law, without limitation, and without any further demand or notice.

ARTICLE 21. **TERMINATION**

Notwithstanding any other provision of this Agreement, City may, upon written notice to Contractor, terminate this Agreement, without penalty, if: (a) Contractor is in default pursuant to Article 20, Default by Contractor; (b) Contractor makes a general assignment for the benefit of its creditors; (c) Contractor fails to comply with any condition or provision of this Agreement; or (d) Contractor is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy City may have under this Agreement. In the event of such termination, City shall be liable only for

the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work properly performed prior to the effective date of termination.

This Agreement may be cancelled by either party with thirty (30) days written notice to the other party.

ARTICLE 22. INDEMNIFICATION

(a) 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 and its employees and officers from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees through any and all administrative, trial and appellate proceedings), directly or indirectly arising from:

i. Any default under this Agreement by Contractor; and
ii. Any negligent act, omission or operation of work related to all services performed under this Agreement by Contractor, and its employees, principals, agents, independent contractors, and consultants.

(b) The indemnification provided above shall obligate the Contractor to defend as 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 and officers to 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 fees for which shall be subject to and included this indemnification provided herein, as long as said fees are no greater than at a rate of $200 per hour.

ARTICLE 23. CORPORATE REPRESENTATIONS BY CONTRACTOR - Contractor hereby represents and warrants to the City the following:

(a) Contractor is duly registered 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 the Agreement.

(b) The undersigned representative of Contractor has the power, authority, and legal right to execute and deliver this Agreement on behalf of Contractor.

ARTICLE 24. NO JOINT VENTURE Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

ARTICLE 25. THIRD PARTY RIGHTS Nothing in this Agreement shall be constructed to give any rights or benefits to anyone other than City and Contractor.

ARTICLE 26. ASSIGNMENT

(a) 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.

(b) If upon receiving written approval from City, any part of this Agreement is subcontracted by Contractor, Contractor shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

(c) If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Contractor who shall take immediate steps to remedy the situation.

(d) If any part of this Agreement is subcontracted by Contractor, prior to the commencement of any work by the subcontractor, Contractor shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth by the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

CONTRACTOR

Signed and sealed by the Contractor I the presence of:

BY_____
(CONTRACTOR)

ATTEST: _____

CITY OF COCOA

Signed and sealed by the City in the presence of:

BY: _____
John A. Titkanich, Jr., City Manager

ATTEST: _____
Joan Clark, MMC, City Clerk

SUBMIT BID TO: CITY OF COCOA FINANCE DEPARTMENT PURCHASING DIVISION 65 Stone St. COCOA, FLORIDA 32922 Third Floor, Room 311 **PH: 321-433-8833**		**INVITATION TO BID** **Bidder Acknowledgement** *FORM NO. 00019*		
	BUYER: **HANK ROWAN**		TELEPHONE #: **321-433-8833**	FAX #: **321-433-8860**

MAILING DATE: **Monday, March 03, 2014 @2:30p.m.**	BID TITLE: **Cross Connection Control (CCC) Program Services**	BID NUMBER: **B-14-07-COC**
BID SUBMITTAL DATE AND TIME: **Thursday, April 10, 2014 @ 2:30 p.m.**	BID OPENING TIME AND LOCATION: **3:00 p.m. Purchasing Division Office, Cocoa City Hall, 65 Stone St. Cocoa, FL 32922, Third Floor, Room 311**	**BIDS RECEIVED AFTER SUBMITATAL DATE AND TIME WILL NOT BE ACCEPTED**

PRE BID DATE, TIME AND LOCATION (IF APPLICABLE): **Purchasing Division Office, Cocoa City Hall, 65 Stone St. Cocoa, FL 32922, Third Floor, Room 311**	TIME: **9:30 AM**	DATE: **March 18, 2014**

BIDDER NAME: Nils Humberg Enterprises, LLC. DBA Ace Flow Control		
MAILING ADDRESS: 853 Waterway Pl, #101		
CITY-STATE-ZIP: Longwood, FL 32750		
EMAIL ADDRESS: nhumberg@aceflowcontrol.com	TELEPHONE NO: (407) 574-7208	
	FAX NO: (407) 403-6793	
AUTHORIZED SIGNATURE (MANUAL):	TITLE: President	
TYPED/PRINTED NAME: Nils Humberg	DATE: 03-31-14	

BIDDER'S CERTIFICATION

I certify that I have carefully examined the instructions to Bidder/general Conditions, Invitation to Bid, Specification, and any other documents accompanying or made a part of this Invitation. I Further certify that all information contained in this bid is truthful to the best of my knowledge and belief and that I am duly authorized to submit this bid on behalf of the vendor/contractor and that the vendor/contractor is ready, willing, and able to perform if awarded the bid.

In compliance with this Invitation to Bid, and subject to all conditions herein, I hereby offer and agree to furnish the goods and /or services specified in the Invitation at the prices or rates quoted in my bid, including the following:

a. Bid prices will remain firm for a period of ninety (90) days in order to allow the City adequate time to evaluate the bids.

REASON FOR NO BID (Check all boxes that apply):	Method bidder was informed of bid (check appropriate box):
☐ Not enough bid response time ☐ Specification unclear ☐ Our company does not handle this item/service ☐ Our company does not submit bids to Municipalities ☐ Other: (please explain)	☐ Received invitation by direct mail ☐ Viewed posted legal ad on bulletin board ☐ Viewed bid posting on Internet home page ☐ Read legal ad in newspaper ☒ Viewed through bid reporting service ~~☒ Other: (please explain)~~ N.H.

1. SUBMISSION OF BIDS: All bids/proposals shall be submitted in a sealed envelope. The bid/proposal number, title and opening date shall be clearly displayed on the outside in the left hand corner of the sealed envelope. The delivery of the said bid/proposal to the City of Cocoa Purchasing Department prior to the specified submittal date and time is solely and strictly the responsibility of the bidder. Any bid/proposal received in the

Purchasing Department after the specified date and time will not be accepted.

2. EXECUTION OF BID/PROPOSAL: Bid/proposal must contain a manual signature of authorized representative in the spaces(s) provided. Bids/proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to any bid must be initialed. The company name and F.E.I.D. Number shall appear in space(s) provided.

3. BID OPENING: Bid/proposal opening shall be public on the date and time specified. Bids/proposals must be submitted on forms or exact copy thereof, provided by the City of Cocoa. No other forms will be accepted. No bid/proposal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

4. BID TABULATION: Any bidder wishing to receive a copy of the bid/proposal tabulation is required to enclose a self-addressed envelope identified in the left hand corner bid/proposal tabulation response.

5. CLARIFICATION/CORRECTION OF BID ENTRY: The City of Cocoa reserves the right to allow for the clarification to questionable entries and for the correction of OBVIOUS MISTAKES.

6. INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the designated buyer. Those interpretations which may affect the eventual outcome of this bid/proposal will be furnished in writing to all prospective bidders. No interpretation shall be considered binding unless provided in writing by the designated buyer of the City of Cocoa.

7. PRICING: Firm prices shall be bid and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Cocoa to secure area or inside delivery.

8. ADDITIONAL TERMS & CONDITIONS: The City of Cocoa reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original specifications.

9. TAXES: The City of Cocoa is exempt from Federal Excise Taxes and all sales taxes. The City of Cocoa tax number is 15-04-048758-54C.

10. DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest new cost for the bid evaluation purposes.

11. MEETS SPECIFICATIONS: All equipment and accessories furnished under these specifications shall be new, the latest model in current productions, and shall be of good quality, workmanship and material. The bidder represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to.

12. BRAND NAMES: If items called by this initiation have been identified in the specifications by a "Brand Name OR EQUAL" description, such identification intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bids/proposals offering "equal" products will be considered for award if such products are clearly identified in the bid/proposal and are determined by the City of Cocoa to meet fully the salient characteristic requirements listed in the specifications.

Unless the bidder clearly indicates in his bid that he is offering an "equal" product, the bid/proposal shall be considered as offering the same brand product referenced in the specification.

If the bidder proposes to furnish an "equal" product, the brand name, if any of the product shall be otherwise clearly identified. The evaluation of bids/proposals and the determination as to equality of the product offered shall be the sole responsibility of the City of Cocoa and will be based on information furnished by the bidder. The Purchasing Department is not responsible for locating or securing any information which is not identified in the bid/proposal and reasonably available to the Purchasing Department. To insure that sufficient information is available the bidder shall furnish as a part of the bid/proposal any descriptive material necessary for the buyer to determine whether the product offered meets the specification, establish exactly what the bidder proposes to furnish and what the City of Cocoa would be biding itself to purchase by making an award.

13. SILENCE OF SPECIFICATIONS: The apparent silence of this specification and any supplemental specifications as to any details or the omission from same of any detailed descriptions concerning any point shall be regarded as meaning that only the best commercial practices as to correct type, size and design are to be used. All workmanship is to be first quality. All interpretation of this specification shall be made upon the basis of this statement.

14. ASSIGNMENT: Any purchase order issued pursuant to this bid/proposal and the monies which many become due hereunder are not assignable except with prior written approval of the City Manager.

15. LIABILITY: The supplier shall hold and save the City of Cocoa, its officers, agents and employees harmless against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.

16. PATENTS AND ROYALTIES: The bidder, without exception, shall indemnify and save the City of Cocoa and its employees from liability of any nature or kind, including cost and expense for or on account of any copyright, patent, or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the City of Cocoa. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

17. TRANING: Unless otherwise specified supplier(s) may be required at the convenience of and at no expense to the City of Cocoa to provide training to the City employees in the operation and maintenance of any item(s) purchased from this bid/proposal.

18. ACCEPTANCE: Items may be tested for compliance with specifications. Items delivered no conforming to specifications may be rejected and returned at vendor's expense. Those items and items not delivered as per delivery date in bid/proposal and /or purchase order may be purchased on the open marker. Any increase in cost may be charged against the vendor. Any violation of the stipulations may also result in the vendor's name being removed from the bidders list.

19. SAFETY WARRANTY: The selling dealer, distributor, supplier and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations and law concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

20. WARRANTY: The bidder agrees that, unless otherwise specified, the supplies and/or services furnished under this bid/proposal shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are addition to and do not limit any rights afforded to the City of Cocoa by any other provision of this bid/proposal.

21. AWARDS: As the best interest of the City of Cocoa may require, the right is reserved to make award(s) by individual item, group of items, all or none, on a city wide bases with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. All awards made as a result of this bid shall conform to applicable ordinances of the City of Cocoa.

22. DEFINITIONS:

BIDDER: The term BIDDER, used herein, refers to the dealer/manufacturer/business organization submitting a bid/proposal to the City of Cocoa in response to this invitation.

VENDOR: The term VENDOR, used herein, refers to the dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the bid/proposal

THE CITY OF COCOA RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS/PROPOSALS OR ANY PORTION THEREOF, WITH OR WITHOUT CAUSE, TO WAIVE TECHNICAL ERRORS AND INFORMALITIES AND TO ACCEPT THE BIDS/PROPOSALS WHICH, IN ITS JUDGEMENT, BEST SERVES THE **CITY**.

Return This Form with Required Bid Submittal Documents

Section 00110
LOCAL VENDOR PREFERENCE AFFIDAVIT
BID NO. B-14-07-COC

The City of Cocoa grants preference to those vendors, contractors or service providers whose physical business address is within the physical boundaries of Brevard County and such location is evidenced by a local business tax receipt that has been issued for at least six (6) months prior to the date that the bid was submitted to the City. A post office box shall not be considered a physical business address.

A three percent (3%) preference is given to Brevard County vendors/contractors on bids, which do not exceed $1,000,000.00 and do not fall into one of the categories outline in Ordinance 11-2009 which is amended by Ordinance 14-2009 and is available for review at the Office of the City Clerk or the Office of the Purchasing Manager, 65 Stone St., Cocoa FL, 32922.

THIS REQUEST FOR LOCAL PREFERENCE MUST BE ACCOMPANIED BY A TAX RECIEPT, AS DESCRIBED ABOVE, TO BE CONSIDERED.

Please be advised that the local preference requirements of the City Code do not prohibit the City from comparing the quality of materials proposed for purchase or prohibit the City from comparing qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals. The City reserves the right to award contracts to the lowest and best bidder regardless of the application of any local preference.

Copy of local business tax receipt submitted ___ Yes ___No (must be attached to receive preference)

Name of Business _____

BY:

_____
Signature

THIS PROGRAM APPLIES TO BREVARD COUNTY, FLORIDA VENDORS/CONTRACTORS ONLY.

DO NOT FILL OUT THIS FORM IF YOU DO NOT QUALIFY FOR THIS PROGRAM.

Not applicable, bidder is not local to Brevard County.

SECTION 00296
Scrutinized Company Certification
BID NO. B-14-07-COC

This certification is required pursuant to Florida State Statute 287.135, 287.012 and 215.473.

As of July 1, 2011, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1 million or more.

THIS CERTIFICATION FORM MUST BE COMPLETED AND INCLUDED IN YOUR BID RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED, SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

The Vendor, by virtue of the signature below, certifies that:

a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
b. The Vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the CITY in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

(Authorized Signature)

Nils Humberg, President
(Printed Name and Title)

Nils Humberg Enterprises, LLC.
DBA Ace Flow Control
(Name of Vendor)

STATE OF Florida, COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 8 day of April, 2014, by Nils Humberg (name of person whose signature is being notarized) as President (title) of Nils Humberg Enterprise LLC. (Name of Vendor), known to me to be the person described herein, or who produced FLDL H516620750470 (type of identification) as identification, and who did/did not take an oath.

NOTARY PUBLIC:

State of Florida at Large (Seal)
(Signature)

My commission expires: 3/7/15
(Print Name)

VICTOR VAZQUEZ
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE055163
Expires 3/7/2015

Scrutinized Company Provisions

SCRUTINIZED COMPANIES: Section 287.135, Florida Statutes prohibits agencies from contracting with companies for goods or services of $1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List may not bid on, submit a proposal for, or enter into a contract with an agency or local government entity for goods or services of $1 million or more.

Pursuant to Chapter 215.473, Florida Statutes, the Florida State Board of Administration is charged with maintaining a complete list of scrutinized companies. Scrutinized companies are judged according to whether they meet the following criteria:
Sudan:
1. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
2. Have a material business relationship involving the supply of military equipment, or
3. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
4. Have been complicit in the genocidal campaign in Darfur.

Iran:
1. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
2. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.

The SBA is not responsible for compliance with Chapter 287.135, Florida Statutes. The SBA's responsibilities are solely focused on the Protecting Florida's investments Act and Chapter 215.473 as it related to the identification of the "Scrutinized Companies" that have prohibited business operations in Sudan or Iran.

List is found at:
http://www.sbafla.com/fsb/Home/ProtectingFloridasInvestmentAct/tabid/751/Default.aspx then click on the "Other Links" to the List

or

http://www.sbafla.com/fsb/LinkClick.aspx?fileticket=iePW9X713-E%3D&tabid=751&mid=2409

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to who this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded,** as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agree by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agree by submitting this proposal that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant: Nils Humberg Enterprises, LLC. DBA Ace Flow Control	Date: 03-31-14
Signature of Authorized Certifying Official:	Title: President

Section 00298
BIDDER'S CERTIFICATION
BID NO. B-14-07-COC

I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Vendor'' Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation.

I hereby propose to furnish the goods or services specified in the Invitation at the prices or rates quote in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate all bids.

I agree to abide by all condition of this bid and understand that a background investigation may be conducted by the City of Cocoa.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Cocoa or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Nils Humberg Enterprises, LLC.
DBA Ace Flow Control
Name of Business

BY:

Signature

Nils Humberg, President
Name & Title, Typed or Printed

853 Waterway Pl, #101
Mailing Address

Longwood, FL 32750
City, State, Zip Code

(407) 574-7208
Area Code & Phone Number

(407) 403-6793
Area Code & Fax Number

Sworn to and subscribed before me

this 8th day of April, 2014

Signature of Notary

Notary Public, State of Florida.

Personally Known ✓

- OR -

Produced Identification FLDLXX

Type: #516-620-75042-0

VICTOR VAZQUEZ
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE055163
Expires 3/7/2015

Section 00300 REVISED

BID FORM

Cross Connection Control (CCC) Program Services

BID NO. B-14-07-COC

Proposal of Nils Humberg Enterprises, LLC. DBA Ace Flow Control
(Name)

853 Waterway Pl, #101, Longwood, FL 32750
(Address)

to furnish all materials, service, equipment, and labor required, for Cross Connection Control (CCC) Program Services as specified in the bid documents.

TO: Purchasing Manager
City of Cocoa
65 Stone St.
Cocoa, Florida 32922

Bidders:
The undersigned Bidder 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.

Price Proposal:

All **Contractor Unit Costs** and **Labor Hours** as listed below shall include administrative costs, insurance and bonding, fleet management and maintenance, public relations assistance, weekly reporting, data management, monthly meetings, start-up costs, and any other costs associated with performing the technical services described herein.

Estimated quantities below are given only as a guideline for preparing this bid and should not be construed as representing actual quantities of CCC devices to be surveyed, tested, repaired and/or installed under this contract. Contractor shall assume that up to fifty (50) percent of all CCC devices will require repair. All repairs shall require successful re-testing by the Contractor at no additional cost.

Contractor unit cost for surveys shall include residential and commercial surveys.

All repair parts on devices two (2) inches and smaller shall be included in the testing and repair costs proposed by the Contractor.

All repair parts on CCC devices larger than two (2) inches shall be invoiced at the cost paid by the Contractor. Documentation of these costs shall be provided as part of the Contractor invoices. Contractor shall be paid for any services associated with each repair per the schedule below; no additional expenses will be considered.

The City will provide all replacement CCC devices and water meters that may be required by the Contractor. All devices and meters being replaced shall be tagged per City requirements and returned to the WFO Project Manager. The City reserves the right to perform replacement services on

CCC devices. The Contractor will be notified when CCC device replacement services will be provided by the City.

Costs for replacement of all CCC devices and water meters shall include associated installation labor, ancillary piping and hardware, verification of proper operation, testing of the new device, and any coordination required with WFO including travel to/from the WFO warehouse. Types of CCC devices to be installed will include double check valve assemblies (DCVA), double check detector assembly (DCDA), pressure vacuum breakers (PVB), reduced pressure zone assemblies (RPZ), and double check backflow meter assemblies (Neptune T-10). Presently, Neptune T-10 assemblies constitute approximately 350 total installed devices. The type of replacement device shall be based on the information provided by the CCC survey or as required by WFO Project Manager.

Contractor Unit Costs for Water Meter Replacement will not be counted in the Total Costs for this Price Proposal.

Contractor Unit Costs for Surveys

Survey

Line Number	Number of Devices	Unit Cost	Total Cost
1	7,000	$ 13.60	$ 95,200.00

Contractor Unit Costs for CCC Devices, 2" and Smaller, *Excluding Fire Lines*

Testing and Repair

All repair parts on devices two (2) inches and smaller shall be included in the testing and repair costs proposed by the Contractor.

Line Number	Number of Devices	Unit Cost	Total Cost
2	5,800	$ 37.25	$ 216,050.00

Replacement

City of Cocoa will provide replacement devices. Costs for replacement of all CCC devices shall include associated installation labor, ancillary piping and hardware, verification of proper operation, successful testing of the new device and any coordination required with WFO including travel to/from the WFO warehouse.

Line Number	Type of Device	Number of Devices	Labor Cost per Device	Total Cost
3	All	200	$ 95.00	$ 19,000.00

Contractor Unit Costs for CCC Devices, 2 1/2" and Larger, *Excluding Fire Lines*

Testing

Line Number	Number of Devices	Unit Cost	Total Cost
4	400	$ 45.00	$ 18,000.00

Labor Costs for Repair

All repair parts on CCC devices larger than two (2) inches shall be invoiced at the cost paid by the Contractor. Documentation of these costs shall be provided as part of the Contractor Invoices. Contractor shall be paid for any services associated with each repair per the schedule below; no additional expenses will be considered.

Line Number	Type of Device	Size (in)	Number of Devices	Labor Cost per Device	Total Cost
5	All	2 ½ - 4	25	$ 190.00	$ 4,750.00
6	All	6	25	$ 356.25	$ 8,906.25

7	All	8	25	$ 403.75	$ 10,093.75
8	All	10	25	$ 570.00	$ 14,250.00

Replacement

City of Cocoa will provide replacement devices. Costs for replacement of all CCC devices shall include associated installation labor, ancillary piping and hardware, verification of proper operation, testing of the new device, and any coordination required with WFO including travel to/from the WFO warehouse.

Line Number	Type of Device	Size (in)	Number of Devices	Labor Cost per Device	Total Cost
9	All	2 ½ - 4	3	$ 1,160.00	$ 3,480.00
10	All	6	3	$ 1,540.00	$ 4,620.00
11	All	8	3	$ 1,920.00	$ 5,760.00
12	All	10	3	$ 1,920.00	$ 5,760.00

Contractor Unit Costs for *Fire Line* CCC Devices, 2" and Smaller

Testing and Repair

All repair parts on devices two (2) inches and smaller shall be included in the testing and repair costs proposed by the Contractor.

Line Number	Number of Devices	Unit Cost	Total Cost
13	400	$ 57.90	$ 23,160.00

Replacement

City of Cocoa will provide replacement devices. Costs for replacement of all CCC devices shall include associated installation labor, ancillary piping and hardware, verification of proper operation, testing of the new device, and any coordination required with WFO including travel to/from the WFO warehouse.

Line Number	Type of Device	Number of Devices	Labor Cost per Device	Total Cost
14	All	10	$ 114.00	$ 1,140.00

Contractor Unit Costs for *Fire Line* CCC Devices, 2 1/2" and Larger

Testing

Line Number	Number of Devices	Unit Cost	Total Cost
15	400	$80.00	$ 32,000.00

Labor Costs for Repair

All repair parts on CCC devices larger than two (2) inches shall be invoiced at the cost paid by the Contractor. Documentation of these costs shall be provided as part of the Contractor Invoices. Contractor shall be paid for any services associated with each repair per the schedule below; no additional expenses will be considered.

Line Number	Type of Device	Size (in)	Number of Devices	Labor Cost per Device	Total Cost
16	All	2 ½ - 4	25	$ 332.50	$ 8,312.50
17	All	6	25	$ 380.00	$ 9,500.00
18	All	8	25	$ 570.00	$ 14,250.00
19	All	10	25	$ 760.00	$ 19,000.00

Replacement

City of Cocoa will provide replacement devices. Costs for replacement of all CCC devices shall include associated installation labor, ancillary piping and hardware, verification of proper operation, successful testing of the new device and any coordination required with WFO including travel to/from the WFO warehouse.

Line Number	Type of Device	Size (in)	Number of Devices	Labor Cost per Device	Total Cost
20	All	2 ½ - 4	3	$ 1,160.00	$ 3,480.00
21	All	6	3	$ 1,540.00	$ 4,620.00
22	All	8	3	$ 1,920.00	$ 5,760.00
23	All	10	3	$ 1,920.00	$ 5,760.00

Total Proposal Costs

Line Number	Total Cost
1	$ 95,200.00
2	$ 216,050.00
3	$ 19,000.00
4	$ 18,000.00
5	$ 4,750.00
6	$ 8,906.25
7	$ 10,093.75
8	$ 14,250.00
9	$ 3,480.00
10	$ 4,620.00
11	$ 5,760.00
12	$ 5,760.00
13	$ 23,160.00
14	$ 1,140.00
15	$ 32,000.00
16	$ 8,312.50
17	$ 9,500.00
18	$ 14,250.00
19	$ 19,000.00
20	$ 3,480.00
21	$ 4,620.00
22	$ 5,760.00
23	$ 5,760.00

Grand Total 532,852.50

Five Hundred Thirty Two Thousand Eight Hundred Fifty Two and 50/100 Dollars

(Grand Total Written in words)

Contractor Unit Costs for Water Meter Replacement

Replacement

City of Cocoa will provide replacement meters. Costs for replacement of all water meters shall include associated installation labor, ancillary piping and hardware, verification of proper operation,

successful testing of the new meter, and any coordination required with WFO including travel to/from the WFO warehouse.

Line Number	Size (in)	Labor Cost per Meter
1	½ - 2	$ 100.-
2	2 ½ - 10	$ 400.-

FAILURE TO COMPLETE THE ABOVE WILL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

The undersigned also agrees as follows:

1) The undersigned Bidder also agrees to commence the work with an adequate force and equipment within sixty (60) consecutive calendar days following receipt of Notice to Proceed/Original Purchase Order.

2) Contract shall continue for three (3) consecutive years with two (2) options to renew this Contract for two (2) additional years, for a total of seven (7) years.

3) Any deviation(s) in the specifications must be so indicated on form number 00311 (EXCEPTIONS TO SPECIFICATIONS/CLARIFICATIONS).

4) The Contractor shall procure and shall maintain the City's insurance requirement during the life of this Contract. (See Section 0070 General Conditions)

Receipt of Addenda Number(s) 1 & 2 is acknowledged.

Dated this 8th day of April, 2014.

Nils Humberg Enterprises, LLC DBA Ace Flow Control
(Company or Corporation Name)

853 Waterway Pl, #101
(Street or P.O. Box)

Longwood, FL 32750
(City, State and Zip Code)

(407) 574-7208
(Area Code and Phone Number)

(407) 403-6793
(Area Code and Fax Number)

nhumberg@aceflowconrol.com
(Email Address)

By Nils Humberg, President
(Name Printed and Title)

(Signature)

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Nils Humberg who, after first being sworn by me,

affixed his/her signature in the space provided above on this 08th day of

April, 2014.

(Notary Public)

My commission Expires: 3/7/15

VICTOR VAZQUEZ
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE055163
Expires 3/7/2015

UF | TREEO Center
UNIVERSITY of FLORIDA

Center for Training, Research and Education for Environmental Occupations

Certifies that

Nils Humberg

has successfully met the requirements for

Cross Connection Control Program Manager

June 17-21, 2013

Certificate of Completion

Introduction to Backflow Prevention
Survey and Inspection
Ordinance and Organization

Certification No: **PM538**
Date issued: 06/21/2013

Carol Hinton

Carol Hinton, Associate Director

University of Florida TREEO Center • 3900 SW 63 Boulevard • Gainesville, FL 32608-3800 • 352-392-9570 • www.treeo.ufl.edu

SPECIFICATIONS

BID NO. B-14-07-COC

March 2016 Contract Modifications

Introduction:

The City of Cocoa Water Field Operations Division (WFO), representing the City of Cocoa Utilities Department, is soliciting proposals for cross connection control (CCC) technical services as part of an on-going CCC Program. The CCC Program requires periodic inspections, surveys, testing and documentation of backflow prevention assemblies and devices to help eliminate and control actual or potential cross connections. The Program provides for the installation, maintenance, and operation of cross connection control devices that will systematically and effectively prevent the contamination of the potable water distribution system.

Definitions:

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The word "City" to mean the City of Cocoa, a political subdivision of the State of Florida.
2. The words "WFO Project Manager" to mean the City of Cocoa Water Field Operations (WFO) Manager or designee who is responsible for ensuring that the Cross Connection Control Program is meeting the City's expectations and who possesses the ability to determine/assign the areas of operation.
3. The word "Proposer" to mean the person, firm, entity or organization submitting a response to this Solicitation.
4. The word "Contractor" to mean the Proposer that receives any award of a contract from the City of Cocoa as a result of this Solicitation, also to be known as "the prime Contractor."
5. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor and/or materials, in connection with the Services to the City, whether directly or indirectly, on behalf of the Contractor.
6. The words "Scope of Services" to mean the details of the work to be performed by the Contractor.
7. The word "Solicitation" to mean this Request for Qualifications (RFQ) document, and all associated addenda and attachments.
8. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation and the resulting Contract.
9. The acronym "WFO" is an abbreviation for the City of Cocoa Utilities Department Water Field Operations.
10. The acronym "TREEO" is an abbreviation for the University of Florida's Center for **T**raining, **R**esearch and **E**ducation for **E**nvironmental **O**ccupations.
11. The acronym "ASSE" is an abbreviation for the **A**merican **S**ociety of **S**anitary **E**ngineers.
12. The acronym "FDEP" is an abbreviation for the **F**lorida **D**epartment of **E**nvironmental **P**rotection.
13. The acronym "CCC" is an abbreviation for **C**ross **C**onnection **C**ontrol.
14. The acronym "AWWA" is an abbreviation for **A**merican **W**ater **W**orks **A**ssociation

The following is a description of the services discussed herein:

1. **CCC site survey** shall include, but not be limited to, identification of meter number and address, the hazard assessment level (as defined in the City of Cocoa's *Cross Connection Control Manual* and *AWWA Manual M14)* and any recommended CCC device upgrades. The contractor is responsible for notifying and scheduling site inspections to ascertain the hazard level when necessary. It is assumed that the contractor will use sound judgment when an interior building inspection is warranted. Interior inspections will require approval by the WFO Project Manager prior to contractor inspection.

2. **CCC device testing** shall include, but not be limited to, the following services: on-site testing customer notification, device testing by TREEO certified staff and certified Fire Inspector (when required), identification of meter number and address, submission of executed test report, and documentation of all testing data. All testing shall meet the requirements of FDEP, AWWA, ASSE, City of Cocoa and device manufacturer's recommendations.
3. **CCC device repair** shall include, but not be limited to, the following items: repair notification, on-site repair of device, documentation of all repair data, and a successful testing of the device once the repair is complete. Any repair of CCC devices, 2 ½" and larger, shall include all rubber parts. All replaced parts of CCC devices, 2 ½" and larger, shall be bagged and tagged in the field and returned to WFO. All repairs shall include a one year warranty on parts and labor.
4. **Replacement of CCC devices** shall include, but not be limited to, the following items: replacement notification to City and customer, on-site replacement of device, coordination with WFO to obtain new CCC device, flushing through newly installed device, delivery of removed CCC device to WFO, documentation of all repair data, and submission of device test report as defined above.
5. **Replacement of water meters** shall include, but not be limited to, the following items: replacement notification to City and customer, on-site replacement of device, coordination with WFO to obtain new water meter, flushing through newly installed meter, delivery of removed water meter to WFO, documentation of meter readings (new and replaced), and submission of certification of proper installation.

Background:

The City of Cocoa WFO is seeking a firm to provide technical services on their CCC Program as regulated by the FDEP and as described in the City of Cocoa's Cross Connection Control Manual. The City has approximately 7,000 commercial customers and approximately 73,000 residential customers. CCC devices in the City of Cocoa potable water distribution system are associated with and, typically, located adjacent to the customer's water meter. Typical residential water meters are ¾-inch diameter. Commercial water meters can range in size from ¾-inch to 10-inch diameter. An estimate of the breakdown by diameter of **commercial water meters** is as shown in Exhibit 1 below.

Exhibit 1. Commercial Potable Water Meter Sizes

Commercial Meter Size	Estimated % of Total Commercial Meters
3/4"	52%
1"	22%
1.5"	13%
2"	11%
3"	1%
4"	0.6%
6"	0.3%
10"	0.1%

For above ground CCC devices, the City is responsible for operating and maintaining the water system up to and including the piping leg and in-ground 90-degree or 45-degree fitting on the customer's side of the CCC device. For CCC devices below grade, the City is responsible for operating and maintaining up to and including the CCC device. All piping systems beyond these points are owned and maintained by the Property Owner.

Objective:

The City is seeking a Contractor to provide technical services in order to support the City of Cocoa Utility Department's CCC Program in meeting or exceeding the CCC regulations as established by FDEP. These services shall include the survey, testing, and/or repair of a minimum of seven thousand (7,000) CCC devices per year, including CCC devices associated with fire suppression water lines. The

Contractor shall be prepared to expand their services to meet or exceed any future regulatory requirements.

As part of this contract, the City may request that the Contractor replace water meters. The Contractor shall be capable of providing installation services within a two (2) week period of the request(s).

Minimum Qualification Requirements:

The following information shall be provided by the Proposer as part of the ITB package.

1. The Proposer shall provide a list of a least five (5) current or recently completed similar program services provided within the State of Florida within the past five (5) years with other public or private agencies.
2. The Proposer shall provide a list of at least three (3) client references to include organization name, contact person, telephone number(s), and address.
3. The Proposer shall provide information on the background and experience of the proposed management and service team including subcontractors, including employee's names, their assignments/roles, experience, and certifications, (i.e. TREEO, State certified Fire Contractor 1 or 2).
4. The Proposer shall be prepared to provide the following information for WFO Project Manager review and approval to the City of Cocoa Utilities Department within seven (7) calendar days following receipt of Notice to Proceed/Original Purchase Order.
    1. Detailed written information on their data management operations, including, but not limited to, an example of the information and data formatting of survey results, testing, repair and replacement of devices.
    2. Detailed written information on the method(s) of uploading and downloading information to the City and the City's Representatives.
    3. Standard operating procedures (SOP) for management, oversight, security, and quality control of technical services and data management.
    4. A copy of certifications for all team members including the following:
        a. Proposed management and service team including employee's names, resumes, TREEO certifications, and their assignments/roles.
        b. Proposed State certified Fire Contractor 1 or 2 and associated certifications.

Scope of Services:

Contractor shall comply with all current applicable requirements established by the City's *Cross Connection Control Manual*, AWWA, FDEP, Florida Building Code, and Federal, State and Local laws, rules, regulations, permits, codes, ordinances and statutes which govern this type of service. In case of conflict between authorities having jurisdiction, the most stringent requirement shall govern. Contractor's proposal shall reflect the most stringent requirement.

The Contractor shall provide the City with the following service components:

1. Conduct quarterly project review meetings with the City of Cocoa WFO Cross Connection Control/Backflow Prevention Project Staff. Prepare an agenda for each meeting. Prepare and distribute meeting minutes to all attendees.
2. Provide electronic reports every two weeks to select WFO staff that include, at a minimum, the following information:
    a. Number of tests, surveys, and repairs of City CCC devices conducted both during the previous 2 weeks and cumulatively.
    b. Results of all surveys and tests conducted over the past 2 weeks including any suggested cross connection control improvements.
    c. A minimum of one digital photograph of each inspection and/or repair of a cross control connection device will be submitted with the results of all surveys and tests conducted. Photographs shall be geocoded with longitude, latitude, and elevation included in the properties of each photo. The photos will be delivered in jpg form at minimal file size to be specified by the City. The photos will clearly show the meter serial number and validate the reports.
    d. List of sub-contractors employed by the Contractor during the past 2 weeks.

e. List of outstanding Contractor invoices.
f. List of outstanding Contractor issues awaiting WFO resolution.
g. Three-week look ahead on anticipated work, including CCC device assessments, database transfers, and software coordination activities.

3. Contractor's software system shall allow the transfer of data from their system to the City's XC2 database or as a tab delimited text file that can be appended directly to the water meter records contained in the City's existing GIS database. Contractor shall facilitate a regularly scheduled transmittal of data as determined by the WFO Project Manager. Tab delimited formatting for site survey files, testing files, and repair or replace files is included at the end of this specification in Tables 1, 2, and 3.
4. Contractor shall be able to report the data through a web browser interface from the site of CCC field services as required by the City, including transfer of geocoded photographs.
5. Contractor shall provide data on all surveys including the following minimum information: water meter number, business name (commercial surveys only), address of customer, location of meter on site, hazard level with associated explanation, recommended backflow device for site, and any recommended cross connection control improvements.
6. Contractor shall provide data on all testing including the following minimum information: water meter number, business name (commercial surveys only), address of customer, location of meter on site, test results and any cross connection control repairs performed at the site.
7. Contractor shall provide data on all field repairs including the following minimum information: water meter number, business name (commercial testing only), address of customer, location of meter on site, and type of repairs performed at the site. All repaired devices shall be retested at time of repair. All replaced parts on CCC devices, 2 ½" or larger, shall be tagged and bagged in the field and returned to WFO prior to invoicing for these repairs.
8. Contractor ~~shall~~ may provide data on all CCC device replacements including the following minimum information: water meter number, business name (commercial testing only), address of customer, location of meter on site, type of CCC device installed, and certified test results. WFO will provide CCC devices for replacement. Contractor shall return replaced device to WFO. Contractor shall coordinate replacement needs with WFO Project Manager. WFO may request that the Contractor purchase replacement devices. The Contractor shall be reimbursed for these devices at cost.
9. Contractor ~~shall~~ may provide data on all water meter replacements including the following minimum information: water meter number and meter reading of meter being replaced, water meter number and meter reading of meter being installed, business name (commercial replacements only), address of customer, location of meter on site, and verification of proper installation. WFO will provide water meters for replacement. Contractor shall return replaced meter to WFO. Contractor shall coordinate replacement needs with WFO Project Manager. WFO may request that the Contractor purchase replacement meters. The Contractor shall be reimbursed for these meters at cost.
10. Contractor shall maintain oversight, quality assurance, insurance, and security for all employees and sub-contractors.
11. Contractor shall coordinate with WFO to determine which CCC assemblies will be surveyed and/or tested.
12. Contractor shall be prepared to provide services outside of regularly scheduled work hours when requested by the Customer or by the WFO Project Manager at no additional costs. These requests shall not exceed 2% of total CCC devices to be surveyed, tested, and/or repaired.
13. Contractor may choose to provide services outside of regularly scheduled work hours at no additional cost to the Owner. Contractor shall provide written notification to Owner two (2) weeks prior to modifying work hours. Regularly scheduled work hours are defined as Monday through Friday, 7:00 a.m. to 3:30 p.m., excluding City Holidays.
14. Contractor shall provide public relations assistance to WFO through customer on-site communications and assistance with written notifications to customers as deemed necessary. Written notification letters will be provided by the City.
15. Contractor shall provide a draft monthly invoice for review by the WFO Project Manager. This draft invoice shall be supported by data that has been approved and accepted by the WFO Project Manager.

16. Contractor shall provide warranty services on all repaired CCC devices for one year following the date of repair.

Price Proposal:

All **Contractor Unit Costs** and **Labor Hours** as listed below shall include administrative costs, insurance and bonding, fleet management and maintenance, public relations assistance, weekly reporting, data management, monthly meetings, start-up costs, and any other costs associated with performing the technical services described herein.

Estimated quantities below are given only as a guideline for preparing this bid and should not be construed as representing actual quantities of CCC devices to be surveyed, tested, repaired and/or installed under this contract. Contractor shall assume that up to fifty (50) percent of all CCC devices will require repair. All repairs shall require successful re-testing by the Contractor at no additional cost.

Contractor unit cost for surveys shall include residential and commercial surveys.

All repair parts on devices two (2) inches and smaller shall be included in the testing and repair costs proposed by the Contractor.

All repair parts on CCC devices larger than two (2) inches shall be invoiced at the cost paid by the Contractor. Documentation of these costs shall be provided as part of the Contractor invoices. Contractor shall be paid for any services associated with each repair per the schedule below; no additional expenses will be considered.

The City ~~shall~~ may provide all replacement CCC devices and water meters that may be required by the Contractor. All devices and meters being replaced shall be tagged per City requirements and returned to the WFO Project Manager. The City reserves the right to perform replacement services on CCC devices. The Contractor will be notified when CCC device replacement services will be provided by the City. The City may request that the Contractor purchase replacement devices and meters. The Contractor shall be reimbursed for these devices and meters at cost.

Costs for replacement of all CCC devices and water meters shall include associated installation labor, ancillary piping and hardware, verification of proper operation, testing of the new device, and any coordination required with WFO including travel to/from the WFO warehouse. Types of CCC devices to be installed will include double check valve assemblies (DCVA), double check detector assembly (DCDA), pressure vacuum breakers (PVB), reduced pressure zone assemblies (RPZ), and double check backflow meter assemblies (Neptune T-10). Presently, Neptune T-10 assemblies constitute approximately 350 total installed devices. The type of replacement device shall be based on the information provided by the CCC survey or as required by WFO Project Manager.

Contractor Unit Costs for Water Meter Replacement will not be counted in the Total Costs for this Price Proposal.

Contractor Unit Costs for Surveys

Survey

Line Number	Number of Devices	Unit Cost	Total Cost
1	7,000	$13.60	$95,200.00

Contractor Unit Costs for CCC Devices, 2" and Smaller, *Excluding Fire Lines*

Testing and Repair

All repair parts on devices two (2) inches and smaller shall be included in the testing and repair costs proposed by the Contractor.

Line Number	Number of Devices	Unit Cost	Total Cost

2	5,800	$37.25	$216,050.00

Replacement

City of Cocoa ~~shall~~ may provide replacement devices. Costs for replacement of all CCC devices shall include associated installation labor, ancillary piping and hardware, verification of proper operation, successful testing of the new device and any coordination required with WFO including travel to/from the WFO warehouse. The City may request that the Contractor purchase replacement devices. The Contractor shall be reimbursed for these devices at cost.

Line Number	Type of Device	Number of Devices	Labor Cost per Device	Total Cost
3	All	200	$95.00	$19,000.00

Contractor Unit Costs for CCC Devices, 2 1/2" and Larger, *Excluding Fire Lines*

Testing

Line Number	Number of Devices	Unit Cost	Total Cost
4	400	$45.00	$18,000.00

Labor Costs for Repair

All repair parts on CCC devices larger than two (2) inches shall be invoiced at the cost paid by the Contractor. Documentation of these costs shall be provided as part of the Contractor Invoices. Contractor shall be paid for any services associated with each repair per the schedule below; no additional expenses will be considered.

Line Number	Type of Device	Size (in)	Number of Devices	Labor Cost per Device	Total Cost
5	All	2 ½ - 4	25	$190.00	$4,750.00
6	All	6	25	$356.25	$8,906.25
7	All	8	25	$403.75	$10,093.75
8	All	10	25	$570.00	$14,250.00

Replacement

City of Cocoa ~~shall~~ may provide replacement devices. Costs for replacement of all CCC devices shall include associated installation labor, ancillary piping and hardware, verification of proper operation, testing of the new device, and any coordination required with WFO including travel to/from the WFO warehouse. The City may request that the Contractor purchase replacement devices. The Contractor shall be reimbursed for these devices at cost.

Line Number	Type of Device	Size (in)	Number of Devices	Labor Cost per Device	Total Cost
9	All	2 ½ - 4	3	$1,160.00	$3,480.00
10	All	6	3	$1,540.00	$4,620.00
11	All	8	3	$1,920.00	$5,760.00
12	All	10	3	$1,920.00	$5,760.00

Contractor Unit Costs for *Fire Line* CCC Devices, 2" and Smaller

Testing and Repair

All repair parts on devices two (2) inches and smaller shall be included in the testing and repair costs proposed by the Contractor.

Line Number	Number of Devices	Unit Cost	Total Cost
13	400	$57.90	$23,160.00

Replacement

City of Cocoa ~~shall~~ may provide replacement devices. Costs for replacement of all CCC devices shall include associated installation labor, ancillary piping and hardware, verification of proper operation, testing of the new device, and any coordination required with WFO including travel to/from the WFO warehouse. The City may request that the Contractor purchase replacement devices. The Contractor shall be reimbursed for these devices at cost.

Line Number	Type of Device	Number of Devices	Labor Cost per Device	Total Cost
14	All	10	$114.00	$1,140.00

Contractor Unit Costs for *Fire Line* CCC Devices, 2 1/2" and Larger

Testing

Line Number	Number of Devices	Unit Cost	Total Cost
15	400	$80.00	$32,000.00

Labor Costs for Repair

All repair parts on CCC devices larger than two (2) inches shall be invoiced at the cost paid by the Contractor. Documentation of these costs shall be provided as part of the Contractor Invoices. Contractor shall be paid for any services associated with each repair per the schedule below; no additional expenses will be considered.

Line Number	Type of Device	Size (in)	Number of Devices	Labor Cost per Device	Total Cost
16	All	2 ½ - 4	25	$332.50	$8,312.50
17	All	6	25	$380.00	$9,500.00
18	All	8	25	$570.00	$14,250.00
19	All	10	25	$760.00	$19,000.00

Replacement

City of Cocoa ~~shall~~ may provide replacement devices. Costs for replacement of all CCC devices shall include associated installation labor, ancillary piping and hardware, verification of proper operation, successful testing of the new device and any coordination required with WFO including travel to/from the WFO warehouse. The City may request that the Contractor purchase replacement devices. The Contractor shall be reimbursed for these devices at cost.

Line Number	Type of Device	Size (in)	Number of Devices	Labor Cost per Device	Total Cost
20	All	2 ½ - 4	3	$1,160.00	$3,480.00
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22	All	8	3	$1,920.00	$5,760.00
23	All	10	3	$1,920.00	$5,760.00

Total Proposal Costs

Line Number	Total Cost
1	$95,200.00
2	$216,050.00
3	$19,000.00
4	$18,000.00
5	$4,750.00
6	$8,906.25
7	$10,093.75
8	$14,250.00
9	$3,480.00
10	$4,620.00
11	$5,760.00
12	$5,760.00
13	$23,160.00
14	$1,140.00
15	$32,000.00
16	$8,312.50
17	$9,500.00
18	$14,250.00
19	$19,000.00
20	$3,480.00
21	$4,620.00
22	$5,760.00
23	$5,760.00

Grand Total $532,852.50

Five Hundred Thirty Two Thousand Eight Hundred Fifty Two and 50/100 Dollars

(Grand Total Written in words)

Contractor Unit Costs for Water Meter Replacement

Replacement

City of Cocoa ~~shall~~ may provide replacement meters. Costs for replacement of all water meters shall include associated installation labor, ancillary piping and hardware, verification of proper operation, successful testing of the new meter, and any coordination required with WFO including travel to/from the WFO warehouse. The City may request that the Contractor purchase replacement devices. The Contractor shall be reimbursed for these devices at cost.

Line Number	Size (in)	Labor Cost per Meter
1	½ - 2	$100.00
2	2 ½ - 10	$400.00

Legislation Details (With Text)

File #:	17-133	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Consent Agenda
File created:	3/21/2017			**In control:**	City Council
On agenda:	4/11/2017			**Final action:**	
Title:	Approve a Budget Resolution adjusting the FY17 budget to transfer funds from the Police Department back to the Community Services Department. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution No. 2017-31 BAF-CS- Police Code Enforcement (04-11-17)~ Agenda 17-133.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 24, 2017
Agenda Date: April 11, 2017
Prepared By: Nancy A. Bunt, Deputy Community Services Director, on behalf of the Police Department
Through: Michael Cantaloupe, Chief of Police
Requested Action:
Approve a Budget Resolution adjusting the FY17 budget to transfer funds from the Police Department back to the Community Services Department.

BACKGROUND:

On February 28, 2017, City Council approved a Budget Resolution adjusting the FY17 budget related to the reorganization and transfer of the Code Enforcement Division from the Community Services Department to the Police Department. The Budget Resolution included the transfer of $20,000 for nuisance/weed abatement from 001-3200-515.34-00 Contract Services to 001-2132-524.34-00. After the budget transfer was approved it was discovered that $5,000 of the nuisance/weed abatement funds were previously encumbered and expended to cover additional building inspection services through Universal Engineering which had an adopted budget of $6,000. Since the $5,000 was already expended, it is necessary to transfer the funds back to into the 3200 account.

STRATEGIC PLAN CONNECTION:

None

BUDGETARY IMPACT:

Yes, amending the budget represents funds being transferred out of the Police Department back to the Community Services Department. Attached is a Budget Adjustment Form.

Account: 001-2132-524.34-00
Name: Contract Services
Amount: $5,000

Account: 001-3200-515.34-00
Name: Contract Services
Amount: $5,000

PREVIOUS ACTION:

On February 28, 2017, City Council approved a Budget Resolution adjusting the FY17 budget related to the reorganization of Code Enforcement to the Police Department.

RECOMMENDED MOTION:

Approve a Budget Resolution adjusting the FY17 budget to transfer funds from the Police Department back to the Community Services Department.

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 2132 | DATE PREPARED: 03/20/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 5,000)	001-2132-524.34-00		CONTRACT SERVICES	$ 20,000	$ 20,000	$ 15,000	$ 15,000
$ 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
($ 5,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 5,000	001-3200-515.34-00		CONTRACT SERVICES	$ 26,000	$ 31,000	$ 36,000	$ 16,780
$ 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
$ 5,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

When the transfer of funds from 3200 to 2132 as part of the Code Enforcement Division transfer from CS to PD were approved by City Council on 2/28/17, an additional $5,000 was transferred that had already been expended in 3200 for building inspection services. Staff needs to transfer the $5,000 back to CS to cover the expenses already incurred. Agenda 17-133

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 04/11/17 *RESOLUTION #:* 2017-31

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

3/23/17	Eric Austin (Digitally signed by Eric Austin, Date: 2017.03.23 15:37:02 -04'00')	3/24/17	Lea Taylor (Digitally signed by Lea Taylor, Date: 2017.03.24 10:19:10 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
3/23/17	Michael Cantaloupe (Digitally signed by Michael Cantaloupe, Date: 2017.03.23 15:58:58 -04'00')	3/27/17	Lora Howell (Digitally signed by Lora Howell, Date: 2017.03.27 08:03:06 -04'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	17-141	**Version:**	1	**Name:**	Award contract for Riverfront Park Border Tile Paver Repairs
Type:	Resolution			**Status:**	Consent Agenda
File created:	3/24/2017			**In control:**	City Council
On agenda:	4/11/2017			**Final action:**	
Title:	Award Bid #B-17-06-COC, Riverfront Park Border Tile Paver Repairs (PW11RB), to C & D Construction, Inc. of Cocoa, FL, in the amount of $99,000, for the repair of the Riverfront Park ribbon curbing and concrete steps; Approve a resolution authorizing the City Manager to approve change orders not to exceed $2,000. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	B-17-06-COC Bid Tab C&D Construction VE price Riverfront Park Tile Pavers (Section 500 Agreement) Resolution No. 2017-32				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 24, 2017
Agenda Date: April 11, 2017
Prepared By: Charlene Neuterman, Project Manager
Through: Everett J. Wegerif, P.E., Public Works Director, City Engineer
Requested Action:
To Award Bid #B-17-06-COC, Riverfront Park Border Tile Paver Repairs (PW11RB), to C & D Construction, Inc. of Cocoa, FL, in the amount of $99,000, for the repair of the Riverfront Park ribbon curbing and concrete steps. Approve a resolution authorizing the City Manager to approve change orders not to exceed $2,000.

BACKGROUND:

Bids for the Project B-17-06-COC were opened on March 2, 2017. Purchasing sent out thirty-five (35) invitations and notifications to bid and received one (1) response from ten (10) plan holders. The one bid came in at $123,000, above the $101,000 budgeted for the project.

The scope of work is to remove and replace ribbon curbing and the concrete steps around the event circle. Approximately 3,800 linear feet of curb will be removed and replaced. In order to reduce the cost of the project, the seating areas around the circle were modified to square off the edges. This reduces labor to form intricate shape and the amount of concrete used, which reduces the cost of the project. In addition, by squaring the seating areas off, the landscaping will be easier to maintain around the circle.

Staff requests City Council approve the award to C&D Construction, Inc. of Cocoa, FL to complete the project in the amount of $99,000. This is the Value Engineered cost determined by the contractor in order to complete the project. Staff also requests approval of a resolution to authorize the City Manager to approve change orders not to exceed $2,000. This will allow for any small change orders and will not exceed the amount budgeted by Public Works for the project. The purchase order will be cut for $99,000 and the $2,000 will be used as a contingency for change orders.

STRATEGIC PLAN CONNECTION:

This project will improve the image of Riverfront Park and will help the City promote future events at the park.

BUDGETARY IMPACT:

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

Amount Requested	$101,000
Account Number	001-3560-519-46-00_
Account Name	Facility repair and maintenance_
Project Number	PW11RB

Source of Funds: X General Fund

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To Award Bid #B-17-06-COC, Riverfront Park Border Tile Paver Repairs (PW11RB), to C & D Construction, Inc. of Cocoa, FL, in the amount of $99,000, for the repair of the Riverfront Park ribbon curbing and concrete steps. Approve a resolution authorizing the City Manager to approve change orders not to exceed $2,000.

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

To: Gary Palmer, Project Manager

From: Sonja Suarez, Purchasing Manager

Date: 3/2/17

Re: **Bid #B-17-06-COC, Riverfront Park Border Tile Paver Repairs Project**

Bids for the subject offering were opened on March 2, 2017 at 3:00 p.m. Purchasing sent out thirty-five (35) invitations and notifications to bid and received one (1) response from ten (10) plan holders.

*THE APPARENT LOW BIDDER IS **C & D CONSTRUCTION, INC., COCOA FL.***

I have enclosed copies of all bids for your review and recommendation. Any correspondence related to this subject, should be forwarded to my attention for retention in the purchasing files.

After reviewing the enclosed proposals please follow the guide lines shown below to initiate the purchasing process:

- ➔ Review proposals and select recommendation for award.
- ➔ Verify Insurance Requirements can be met.
- ➔ Obtain copies of all necessary licenses.
- ➔ Prepare agenda item and prepare contract if necessary for Council Approval.
- ➔ Prepare requisition and attach the following items:
  - Copy of Approved City Clerk's Journal
  - Bid Tabulation Sheet
  - All specifications for the awarded proposal
  - Copy of General Liability Insurance, with the City of Cocoa named as an additional insured on the policy.

*** Please complete the attached Notice of Award memo and return it to the Purchasing Division.**

CITY OF COCOA

BID TABULATION SHEET

BID OPENING DATE: **Thursday, March 02, 2017**

BID NUMBER: B-17-06-COC Riverfront Park Border Tile Paver Repairs

VENDOR	0019 Bidder's Acknowledgement	00110 Local Vendor Preference	00296 Scrutinized Company Certification	00297 Certificate of Debarment & Suspension	00298 Bidder's Certification	00300 Bid Form Total Base Bid	Receipt of Addendum	00311 Exceptions	00312 References	00320 Bidder's Qualifications	00330 Listing of Subcontractors	00410 Bid Bond	00480 Non-Collusion	00485 Drug Free	00490 Conflict of Interest Statement	00620 Certificate as to Corporate Principal	00650 Certificate of Liability Insurance	00660 Affidavit Regarding Workman's Comp.	00665 Certificate of Insurance for Worker's	00675 Trench Safety
C&D Construction, Inc. PO Box 236577 Cocoa, FL 32923	Y	Y TB	Y	Y	Y	$123,975.00	NA	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

C&D Construction, Inc.

P.O. Box 236577 • Cocoa, FL 32923-6577 • Tel: (321) 639-9198 • Fax: (321) 690-2291

March 24, 2017

The City of Cocoa
65 Stone Street
Cocoa, FL 32922

REFERENCE: Riverfront Park Border Tile Paver Repairs
B-17-06-COC

ATTENTION: Mr. Gary Palmer

Dear Mr. Palmer:

In reference to the Riverfront Park Border Tile Paver Repairs, please accept this as our revised value engineered price this project.

Lump Sum: $99,000.00

If you have any questions or need any additional information, please feel free to contact me at (321) 639-9198 ext. 515.

Sincerely,

Curtis Deen,
President

CD/al

Legislation Details (With Text)

File #:	17-148	**Version:**	1	**Name:**	FDOT Resolutions for parcels of land for public purpose
Type:	Resolution			**Status:**	Consent Agenda
File created:	3/30/2017			**In control:**	City Council
On agenda:	4/11/2017			**Final action:**	
Title:	Approve Resolutions requesting the Florida Department of Transportation (FDOT) to convey two parcels of land adjacent to US #1 to the City of Cocoa to be used for “Public Purpose”. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution No. 2017-26 Authorizing Purchase FDOT 111 Part.pdf Resolution No. 2017-27 Authorizing Purchase FDOT 119 Part.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 30, 2017
Agenda Date: April 11, 2017
Prepared By: Everett J. Wegerif, P.E., Public Works Director
Through: Everett J. Wegerif, P.E., Public Works Director
Requested Action:
Approve resolutions requesting the Florida Department of Transportation (FDOT) to convey two parcels of land adjacent to US #1 to the City of Cocoa to be used for “Public Purpose”.

BACKGROUND:

FDOT has recently completed the reconstruction of US #1. As part of the project, FDOT acquired two parcels of land along the route required for additional Right of Way and Construction Staging areas. Since the roadway has been completed, Public Works staff has requested transfer of ownership of these now-surplus parcels from FDOT. FDOT has verified that they may be transferred to the city upon the city’s acceptance of terms in the proposed resolutions.

The resolutions restrict the city’s future use to be limited to “Public Purpose” as defined in Florida Statues. This restriction would preclude the city from selling the properties off for private development in the future, unless the city reimbursed FDOT for the value of the property. These parcels have the suitability to be used for Stormwater Treatment, as a location for a possible entry feature, passive park, or beautification landscaping.

STRATEGIC PLAN CONNECTION:

This project will improve the city's Appearance and encourage Economic Development in the city. This will grow the city's economic position and increase Fiscal Sustainability

BUDGETARY IMPACT:

The estimated market value of the parcels provided by the Brevard County Property Appraisers Office on 4/3/17 are as follows:

Parcel No. 111-Part, ID 24-36-17-53-19.13	$ 81,750
Parcel No. 119-Part, ID 24-36-28-00-14	$184,700

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve resolutions requesting the Florida Department of Transportation (FDOT) to convey two parcels of land adjacent to US #1 to the City of Cocoa to be used for "Public Purpose".

CITY OF COCOA, FLORIDA
RESOLUTION NO. 2017-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, EXPRESSING INTEREST IN ACQUIRING A PARCEL OF REAL PROPERTY FOR PUBLIC PURPOSES LOCATED ALONG HIGHWAY U.S. 1 FROM THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION SURPLUS PROPERTY INVENTORY; AND AUTHORIZING THE CITY MANAGER TO TAKE THE NECESSARY STEPS TO ACCOMPLISH THE TRANSFER OF TITLE TO THE CITY; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa has expressed an interest in acquiring a parcel of real property located along Hwy. U.S. 1, being more particularly described in Exhibit "A" attached hereto, from the State of Florida Department of Transportation ("FDOT") for public purposes, including beautification of the City's entrances, open spaces, parks, stormwater retention and signage in accordance with applicable law; and

WHEREAS, the FDOT has constructed or improved Hwy. U.S. 1, in Brevard County, Florida, and is no longer in need of the State Surplus Property legally described on Exhibit "A"; and

WHEREAS, it is necessary that certain lands now owned by FDOT be acquired by the City of Cocoa; and

WHEREAS, FDOT has agreed to convey said parcel of surplus real property to the City of Cocoa without consideration, subject to a reverter that the property be used solely for public purposes; and

WHEREAS, the City is interested in the State Surplus Property, legally described on Exhibit "A," because said conveyance is in the best interest of the City of Cocoa; and

WHEREAS, the City Council hereby formally expresses its interest in the State Surplus Property, legally described on Exhibit "A," and adopts this Resolution in furtherance of FDOT's request for a formal resolution regarding same; and

WHEREAS, this Resolution is hereby deemed by the City Council to be in the best interest of the City of Cocoa.

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

SECTION 1. Acknowledgment of Interest in State Surplus Property and Authorization for City Manager to Proceed with FDOT to Effectuate Conveyance.

The City of Cocoa hereby formally memorializes its interest in the State Surplus Property (FDOT Parcel No. 111-Part; Tax Parcel ID 24-36-17-53-19-13), and being more fully legally described in Exhibit "A" attached hereto and incorporated herein by this reference. The City Council formally recognizes that on April 11, 2017, it authorized the City Manager to express an interest in acquiring the State Surplus Property from the State of Florida Department of Transportation, and to execute all necessary documents in connection with such conveyance of the State Surplus Property without consideration and subject to a reverter that the property be used for public purpose.

SECTION 2. Severability.

Should any section or provision of this Resolution, or any portion hereof, any paragraph, sentence, or work be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

SECTION 3. Effective Date.

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

SECTION 4. Certified Copy.

A certified copy of this Resolution shall be submitted to the State of Florida Department of Transportation.

ADOPTED by the City Council of the City of Cocoa, Florida, in a special meeting assembled on the 11th day of April, 2017.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, CMC
City Clerk

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the City Council of the City of Cocoa, Florida at a meeting held on the 11th Day of April, 2017

_____
Carie Shealy, CMC
City Clerk

E X H I B I T "A"

PARCEL NO. 111, PART
SECTION NO. 70020
F.P. No 2375922

Lots 13 through 18, inclusive, Block 19, AMENDED PLAT of Carleton Terrace Subdivision, according to the plat thereof as recorded in Plat Book 3, Page 61, Public Records of Brevard County, Florida, except the Easterly 8.00 feet thereof as shown on Florida Department of Transportation Right of Way Map for State Road No. 5, Section 70020, F.P. No. 237592 2, filed in the Surveying & Mapping Section in DeLand, Florida.

(Being a portion of the lands described Official Records Book 5558, Page 1423, Public Records of Brevard County, Florida.)

Containing 0.699 acres, more or less.

This legal description prepared under the direction of:
Kevin M. Maylone, PLS No. 3293
McKim & Creed, Inc.
Consultant for Florida Department of Transportation
District Five, Surveying & Mapping
719 South Woodland Boulevard
DeLand, Florida 32720

CITY OF COCOA, FLORIDA
RESOLUTION NO. 2017-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, EXPRESSING INTEREST IN ACQUIRING A PARCEL OF REAL PROPERTY FOR PUBLIC PURPOSES LOCATED ALONG HIGHWAY U.S. 1 FROM THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION SURPLUS PROPERTY INVENTORY; AND AUTHORIZING THE CITY MANAGER TO TAKE THE NECESSARY STEPS TO ACCOMPLISH THE TRANSFER OF TITLE TO THE CITY; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa has expressed an interest in acquiring a parcel of real property located along Hwy. U.S. 1, being more particularly described in Exhibit "A" attached hereto, from the State of Florida Department of Transportation ("FDOT") for public purposes, including beautification of the City's entrances, open spaces, parks, stormwater retention and signage in accordance with applicable law; and

WHEREAS, the FDOT has constructed or improved Hwy. U.S. 1, in Brevard County, Florida, and is no longer in need of the State Surplus Property legally described on Exhibit "A"; and

WHEREAS, it is necessary that certain lands now owned by FDOT be acquired by the City of Cocoa; and

WHEREAS, FDOT has agreed to convey said parcel of surplus real property to the City of Cocoa without consideration, subject to a reverter that the property be used solely for public purposes; and

WHEREAS, the City is interested in the State Surplus Property, legally described on Exhibit "A," because said conveyance is in the best interest of the City of Cocoa; and

WHEREAS, the City Council hereby formally expresses its interest in the State Surplus Property, legally described on Exhibit "A," and adopts this Resolution in furtherance of FDOT's request for a formal resolution regarding same; and

WHEREAS, this Resolution is hereby deemed by the City Council to be in the best interest of the City of Cocoa.

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

SECTION 1. Acknowledgment of Interest in State Surplus Property and Authorization for City Manager to Proceed with FDOT to Effectuate Conveyance.

The City of Cocoa hereby formally memorializes its interest in the State Surplus Property (FDOT Parcel No. 119-Part; Tax Parcel ID 24-36-28-00-14), and being more fully legally described in Exhibit "A" attached hereto and incorporated herein by this reference. The City Council formally recognizes that on April 11, 2017, it authorized the City Manager to express an interest in acquiring the State Surplus Property from the State of Florida Department of Transportation, and to execute all necessary documents in connection with such conveyance of the State Surplus Property without consideration and subject to a reverter that the property be used for public purpose.

SECTION 2. Severability.

Should any section or provision of this Resolution, or any portion hereof, any paragraph, sentence, or work be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

SECTION 3. Effective Date.

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

SECTION 4. Certified Copy.

A certified copy of this Resolution shall be submitted to the State of Florida Department of Transportation.

ADOPTED by the City Council of the City of Cocoa, Florida, in a special meeting assembled on the 11th day of April, 2017.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, CMC
City Clerk

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the City Council of the City of Cocoa, Florida at a meeting held on the 11th Day of April, 2017

_____
Carie Shealy, CMC
City Clerk

E X H I B I T "A"

PARCEL NO 119-PART
SECTION NO. 70020
F.P. NO 237592-2

ALL OF

"Beginning at the intersection of the South line of CRESTVIEW SUBDIVISION as recorded in Plat Book 8, page 17 of the Public Records of Brevard County, Florida, and the Easterly right of way of the State Road 5 (widened 196 feet), said point being on a right of way curve, concave to the West and having a radius of 1517.69 feet; thence from a tangent bearing of South 12 degrees, 9 minutes, 53 seconds East run Southerly along the arc of said curve through a central angle of 5 degrees, 27 minutes, 23 seconds a distance of 144.53 feet to a right of way marker on said curve at which point the tangent bearing is South 6 degrees, 42 minutes, 30 seconds East, said point also being the intersection of the Easterly right of ways of State Road 5 and OLD DIXIE HIGHWAY; THENCE South 24 degrees, 19 minutes, 36 seconds, Easterly right of way of the OLD DIXIE HIGHWAY, 385.76 feet to an iron pipe, said pipe being 275.98 feet North of a copper pipe accepted as being the Southwest corner of Government Lot 3, this distance referred to as 273.48 feet in Deed Book 229, Page 373; thence North 89 degrees, 54 minutes, 45 seconds East, 238.57 feet to an iron pipe thence North 00 degrees, 9 minutes, 45 seconds East 15.00 feet; thence due East 4.62 feet; thence North 24 degrees, 19 minutes, 36 seconds West, 383.83 feet to a concrete monument, said monument being a point on a curve, concave to the West and having a radius of 1762.62 feet and a tangent bearing at the monument of North 6 degrees, 10 minutes, 50 seconds West , thence Northerly along the arc of said curve through a central angle of 4 degrees, 13 minutes, 45 seconds a distance of 130.10 feet to a concrete monument on the South line of said CRESTVIEW SUBDIVISION, the tangent to the aforesaid curve having a bearing of North 10 degrees, 24 minutes, 35 seconds West at the monument; thence North 89 degrees, 41 minutes, 43 seconds West along the said South line of CRESTVIEW, 250 feet to the point of beginning. Bearings are assumed but relative to each other.

Together with an easement for a walkway five feet in width, extending from the East line of the land hereby conveyed to the waters of the Indian River, the North line of which shall be the South line of the CRESTVIEW SUBDIVISION, which easement shall be non-exclusive, but for the common use of the first party or her successors in title and her tenants and guest, and for the second party for the use of the guest of the motel and restaurant for the purpose of the walking from and to the Indian River, and from and to the property herein above described."

(Being the lands Described in Official Records Book 5383, Page 2129, Public records of Brevard County Florida.)

EXCEPT THAT PORTION LYING WITHIN THE FOLLOWING:

BEGIN at the intersection of the South Line of Lot 1, Crestview, Plat Book 8, Page 47, Public records of Brevard County, Florida with the Existing Easterly Right of Way Line of State Road No. 5, as shown on the Florida Department of Transportation Right of Way Map, Section 70020, F.P. No. 237592 2, filed in the Surveying and Mapping Section of the District Five office in DeLand, Florida, said point being South 89° 25' 51" West, 466.80 feet from a ¾ inch iron pipe at the Southeast Corner of said Lot 1, thence North 89° 25'51" East along said South Line, 25.59 feet to a point that is 110.00 feet from, when measured radial to, the Centerline of Survey of State Road No. 5 as shown on said Right of Way Map, also being a point on a curve concave Westerly, having a radius of 1542.69 feet, a Central Angle of 10° 09' 11" and a chord bearing and distance of South 07° 41' 19" East, 273.02 feet; thence from a Tangent Bearing of South 12° 45' 55" East run Southerly along the arc of said curve, 273.37 feet to its intersection with the Northerly Right of Way Line of Forrest Avenue, as shown on said Right of Way Map, being a point on a curve concave Northeasterly, having a radius of 2831.83 feet, a Central Angle of 01° 13' 00" and a chord bearing and distance of North 28° 11' 57" West, 60.13 feet; thence from a Tangent Bearing of North 27° 35' 27" West run Northwesterly along the arc of said curve and said Northerly Right of Way Line, 60.13 feet, to said Existing Easterly Right of Way Line of State Road No. 5, being a point on a curve, concave Westerly, having a radius of 1517.69 feet, a Central Angle of 08° 18' 34" and a chord bearing and distance of North 08° 48' 52" West, 219.91 feet; thence from a Tangent Bearing of North 04° 39' 35" West, run Northerly along the arc of said curve and said existing Right of Way Line, 220.11 feet to the **POINT OF BEGINNING.**

Containing 2.8 acres, more or less.

This legal description prepared under the direction of:

Kevin M. Maylone, PLS No. 3293
McKim & Creed, Inc.
Consultant for Florida Department of Transportation
District Five, Surveying & Mapping
719 South Woodland Boulevard
DeLand, Florida 32720

Legislation Details (With Text)

File #:	17-149	**Version:**	1	**Name:**	SR520 Interim Safety Improvements
Type:	Resolution			**Status:**	Consent Agenda
File created:	3/31/2017			**In control:**	City Council
On agenda:	4/11/2017			**Final action:**	
Title:	Authorize a Purchase Order to Vericon Construction Company for construction of SR520 Interim Safety Improvements (Project PW1505) as a Sole Source Purchase in the amount of $93,881; Approve a Resolution authorizing Change Orders in an amount not to exceed $5,000. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	17-191 Estimate Control Log 3-20-17 Resolution No. 2017-38.docx Sole Source Justification Form.pdf Sole Source Resoltuion No. 2017-39.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 31, 2017
Agenda Date: April 11, 2017
Prepared By: Everett Wegerif P.E. Public Works Director/ City Engineer
Through: Everett Wegerif P.E. Public Works Director/ City Engineer
Requested Action:
Authorize a Purchase Order to Vericon Construction Company for construction of SR520 Interim Safety Improvements (Project PW17VS) as a Sole Source Purchase in the amount of $93,881; Approve a Resolution authorizing Change Orders in an amount not to exceed the contingency $5,000.

BACKGROUND:

The city has been working on a plan with Florida Department of Transportation (FDOT) to accelerate construction of Traffic Calming measures along SR 520. FDOT has prepared a Corridor Analysis Study that recommends many measures, including installation of trees in planters and pots and pedestrian-level lighting to create a street environment inviting to pedestrians and visual elements to slow vehicular traffic on SR 520, improving the safety aspects of the corridor. The city has engaged the services of QLH to design and permit SR 520 street improvements.

Suntrust has concurrently begun construction of a new facility in the block between King and Willard St., from Brevard Ave. to Delannoy Ave. This project includes removal of driveways and installation of new sidewalk along SR 520. Public works staff saw this private project as an opportunity to start

the traffic-calming project through a cooperative project with the contractor constructing the Suntrust Facility, Vericon Construction. Vericon Construction of Orlando, FL has submitted a price for providing “ground-level” work consisting of edge pavers, underground conduits, irrigation lines, light pole bases, and tree pits with grates in the amount of $93,881. The city would complete the project by connecting reclaimed water and completing the irrigation system, purchasing and installing light poles, LED fixtures, wire and control panel.

STRATEGIC PLAN CONNECTION:

This project will enhance the safety of both pedestrians and vehicles, improve the city’s Image and increase its economic Base by making the Cocoa Village more attractive to visitors and future developers.

BUDGETARY IMPACT:

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

Amount Requested	$98,881
Account Number	001-3510-541-63-00
Account Name	PW Streets Infrastructure
Project Number	PW17VS

Source of Funds: General Fund

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Authorize a Purchase Order to Vericon Construction Company for construction of SR520 Interim Safety Improvements (Project PW17VS) as a Sole Source Purchase in the amount of $93,881; Approve a Resolution authorizing Change Orders in an amount not to exceed the contingency $5,000.

Vericon Construction Company
6979 Kingspointe Pkwy, Suite 7, Orlando, FL 32819

Project: City of Cocoa Streetscape **Est #:** 17-191 **Prepared By:** Matt Heule
Owner: City of Cocoa
Location: Brevard Ave., Cocoa, FL **Date:** 3/20/2017

BID SUMMARY

Building GSF: 0

#	TRADES	COST	SUB
1	Survey/Layout & Equipment	$ 4,319	
2	Underground Electrical	$ 12,388	
3	Light Pole Bases (9)	$ 15,568	
4	Furnish (9) Light Poles	By Others	
5	Pavers and Concrete	$ 11,125	
6	Tree Grates	$ 9,686	
7	Irrigation	$ 4,995	
8	Supervision & Clean-up	$ 10,570	
	DIRECT COST SUBTOTAL:	**$68,651**	
	General Conditions 23%	$15,850	
	Builders Risk Insurance	By Owner	
	Building Permit - Allowance	Excluded	
	Contingency 0%	$0	
	General Contractor's Fee 10%	$8,450	
	GCL Insurance 1%	$930	
	Sales Tax 7%	$0	
	Payment & Performance Bond - If Req'd	Excluded	
	INDIRECT COST SUBTOTAL:	**$25,230**	37%
	Total Construction Cost =	**$93,881**	

BID CLARIFICATIONS

City of Cocoa Streetscape

March 20, 2017

1. This proposal is based on email and sketches provided.
2. All work to be performed on normal working hours.
3. Permits Fees are excluded.
4. Utility company fees and utility consumption charges are excluded.
5. We include full time supervision for the duration of the project.
6. Removal and disposal of unsuitable soil, contaminated soil or rock excavation/blasting is excluded.
7. Underground obstructions, unsuitable soil and rock excavation are excluded.
8. All excavated material is assumed to be usable as backfill material.
9. We exclude handling, abatement or removal of all hazardous materials.
10. The following items are specifically excluded from our Bid, including the cost(s) thereof and any and all time delays associated with them:
    - Performance and Payment Bond(s)
    - Builder's Risk Insurance
    - After hours and weekend work
11. Work figured to be completed in conjunction with SunTrust Bank project. Demo and removal of new sidewalks are excluded.
12. Furnish and install of light poles, fixtures and wiring are excluded.
13. Installation of trees are excluded.
14. Phasing is excluded and all work is figured to be completed at one time.

SOLE SOURCE JUSTIFICATION FORM

Requisition Number | **Division** 3510 Public Works/Streets

Part/Item/Service Description Install Streetscape Improvements for SR 520 Interim Safety Improvements Project

Cost of Part/Item/Service $ 93,881.00 **Account Number** 001-3510-541.63-00

Vendor Name Vericon Construction Company, Orlando, FL

Respond specifically to each question below in preparing a justification. Please use less "technical" language to explain each item. If your explanation does not fit within the areas provided, please expand the text box(es) as necessary and staple all pages together.

1. Is item/service/vendor requested one-of-a-kind ? Check one: Yes [✓] No [ ]
Explain how this was determined:

Vericon is working on SR 520 from Delannoy Ave. to Brevard Ave installing sidewalks and related infrastructure. No other contractor is working in this area. THe city has negotiated a proposal to perform work at the same time as his development work.

2. Why was the particular product or vendor chosen?

Vericon Was the contractor chosen by Suntrust and they were already mobilized and doing work in this same location

3. Can similar items/service be obtained from other source? Check one: Yes [ ] No [✓]
If the answer is no, please explain.

Vericon is already working in this location and other contractors cannot perform concurrent work.

If the answer is yes, please provide three quotes for similar items for comparison.
If three quotes cannot be obtained, please explain why?

4. Is chosen vendor the manufacturer? Check one: Yes [ ] No [✓]

Factors which may not be applicable:
The following should not be included in your sole source/sole brand justification. The following will not be considered :

* Personal Preference
* Cost, vendor performance, local service, maintenance, and delivery (these may be considered award factors in competitive bidding).
* Features which exceed the minimum department requirements, e.g. heavy duty or quality.
* Explanation for the actual need and basic use for the item, unless the information relates to a request for "unique factors"
* The statement "no substitution" will not be considered without completion of the Sole Source Justification Form.
* **To "match and interface" is not normally an accepted justification which should be considered. The quantity, manufacturer, brand, model of the existing equipment and necessity for "interfacing" must be provided.**

**** Please send the completed Sole Source Justification Form to the Purchasing Manager for approval. The Purchasing Manager will forward the signed document to the Finance Director for approval and will send the approved form back to the original requestor. The approved form must be attached to the agenda item. Incomplete forms will be returned and may result in delayed processing****

Date	Requestor Signature	3/31/17 Date	Sonja Hamilton-Suarez Digitally signed by Sonja Hamilton-Suarez Date: 2017.03.31 11:53:45 -04'00' Purchasing Manager Signature
3/31/17 Date	Everett J. Wegerif Digitally signed by Everett J Wegerif DN: dc=org, dc=cocoafl, ou=Public Works, cn=Everett J Wegerif, email=ewegerif@cocoafl.org Date: 2017.03.31 11:52:08 -04'00' Department Director Signature	3/31/17 Date	Teri Butler Digitally signed by Teri Butler Date: 2017.03.31 12:36:29 -04'00' Finance Director Signature

Revised 10/24/13

RESOLUTION NO. 2017- 39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, WAIVING THE COMPETITIVE BIDDING PROCESS AND SETTING FORTH THE BASIS OF THE CITY MANAGER'S RECOMMENDATION THEREOF BY EXHIBIT; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2 of Article XIII of the City Charter of the City of Cocoa and Section 2-4 of the City Code of the City of Cocoa provides that competitive bidding is required for all purchases unless certain requirements are met for exceptions to the bidding requirement; and

WHEREAS, the City Manager has recommended that the competitive bidding requirement be waived for the purchase or public improvement described in Exhibit "A" attached to this resolution and by this reference incorporated herein; and

WHEREAS, the City Council has determined that competitive bidding for the purchase described in Exhibit A would not be in the City's best interest.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, that:

SECTION 1. The purchase described in Exhibit A is hereby approved and the competitive bidding requirement is hereby waived. The basis for the City Manager's recommendation that a competitive bidding procedure would not be in the City's best interest is attached to this resolution and by this reference incorporated herein.

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular Meeting assembled on the 11th day of April, 2017.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

EXHIBIT "A"

To Resolution No. 2017- 39

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source, for Construction of Interim Safety Improvements along SR 520 by Vericon Construction Company of Orlando, Florida.

The Department Director has provided supporting documentation toward justification of the waiver, based on sole source, as an exception to the sealed bidding process; and based on this documentation, I support approval of this resolution.

John A. Titkanich, Jr., AICP
City Manager

Legislation Details (With Text)

File #:	17-147	**Version:** 1	**Name:**	Clearlake Rd rezone 2nd reading
Type:	Ordinance		**Status:**	Public Hearing
File created:	3/30/2017		**In control:**	City Council
On agenda:	4/11/2017		**Final action:**	
Title:	Ordinance No. 05-2017/ 2nd and Final Reading: Amending the Zoning Map designation of 5 parcels totaling 11.54 acres, more or less, from C-N (Neighborhood Commercial) to C-G (General Commercial) and 9 parcels totaling 15.32 acres, more or less, from C-R (Restricted Commercial) to C-G (General Commercial). (Community Services Director)			
Sponsors:				
Indexes:				
Code sections:				
Attachments:	05-2017 Rezoning - Clearlake Michigan #1.pdf Legal Descriptions (Exhibit A).pdf Location Map.pdf Property Owner Notification Letter.pdf Abutter Letter.pdf			

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 30, 2017
Agenda Date: April 11, 2017
Prepared By: Steven Biel, Senior Planner
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve the second reading of Ordinance 05-2017, to amend the Zoning Map designation of 5 parcels totaling 11.54 acres, more or less, from C-N (Neighborhood Commercial) to C-G (General Commercial) and 9 parcels totaling 15.32 acres, more or less, from C-R (Restricted Commercial) to C-G (General Commercial).

BACKGROUND:

Applicant: City of Cocoa Community Services Department initiated request.

City staff has identified an inconsistency between the City of Cocoa Future Land Use Map (FLUM) and the City of Cocoa Zoning Map for 14 parcels generally located east of Clearlake Road and north and south of Michigan Avenue. The current zoning of the 14 subject parcels (C-N & C-R) is not consistent with the Future Land Use Map designation of “Commercial.”

Figure FLU-1 provides the allowable zoning districts in each Future Land Use category. C-N and C-R are not allowable zoning districts in the “Commercial” Future Land Use category. Therefore, it is

necessary to amend the zoning of these parcels to a designation that is allowed in the “Commercial” Future Land Use category.

City staff is proposing to amend the current zoning of the 14 subject parcels; 5 parcels from C-N (Neighborhood Commercial) and 9 parcels from C-R (Restricted Commercial) to C-G (General Commercial) as depicted on Exhibit “A.”

Future Land Use:	Current: Commercial for all 14 parcels Proposed: No Cha
Zoning District(s):	Current: C-N (Neighborhood Commercial) & C-R (Restrict Proposed: C-G (General Commercial)
Existing Land Use:	Various uses including professional, retail, and residential
Council District:	District 4 - Councilmember Blanco

Overview of Surrounding Area:

	Future Land Use Designations	Zoning Districts	Land Uses
North	Medium Density Residential	RU-2-15	Vacant
South	Commercial & Medium Density Re	RU-2-15	Multi-family residen
East	Commercial & Medium Density Re	RU-2-15 & C-N	Institutional, profes multi-family residen vacant
West	Residential 15 (County); Institution Commercial (City)	RU-1-13 (County); C-N & RU-1-7 (City	Residential & institu

Rezoning Analysis

Consistency with Code of the City of Cocoa

In accordance with Appendix A of the City of Cocoa, Article XXII, Section 1(G), the following criteria are to be considered in the review of an application for a rezoning:

a. The proposed change is contrary to the established land use pattern.

Staff Response: The established land use pattern in the area of the proposed rezoning is a mix of professional, commercial/retail, residential, and institutional uses. The property directly north of the subject 14 parcels is vacant with a zoning designation of RU-2-15; properties directly east of the 14 parcels are zoned C-N and RU-2-15 with institutional, professional, residential, and vacant uses; properties directly south of the 14 parcels are zoned RU-2-15 with residential uses; properties directly west of the 14 parcels are zoned C-N and RU-1-7. There are also 6 properties to the west that are in the county and zoned RU-1-13 with residential uses.

Clearlake Road is classified as an arterial road with a level of service designation of “C” and Michigan Avenue is classified as a collector road with a level of service designation of “C” (City of Cocoa Comprehensive Plan, Map M-II-2 and Map M-II-3).

Staff believes the proposed rezoning would not be contrary to the established land use patterns and would allow the 14 subject parcels to be consistent with the future land use designation of

"Commercial'.

b. The proposed change would create an isolated district unrelated to adjacent and nearby districts.

Staff Response: Staff believes the proposed rezoning of the 14 subject parcels to C-G would not create an isolated district unrelated to adjacent and nearby zoning districts. The approximate 27 total acres of the 14 parcels would not be considered an isolated zoning district. There is also C-G zoning approximately 0.25 miles north of the 14 parcels (Walmart). It should be noted that the C-G zoning district allows for many of the uses permitted in the C-N and C-R zoning districts.

c. The proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, access, etc.

Staff Response: The land use pattern along Clearlake Road is a mix of commercial/retail, residential, and institutional uses. The proposed rezoning would have no impact on population density patterns as residential uses are not permitted in the C-G zoning district.

d. Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

Staff Response: Staff believes the boundaries are logically drawn in relation to the existing commercial/retail, institutional, professional, and residential uses.

e. The proposed change would be contrary to the Future Land Use Map and would have an adverse effect on the Comprehensive Plan.

Staff Response: The FLUM designation for the 14 subject parcels is "Commercial." The current FLUM designation is consistent with the proposed rezoning to C-G and would not have an adverse effect on the Comprehensive Plan. The proposed rezoning would be consistent with the following Future Land Use Element of the Comprehensive Plan:

Policy 1.1.2.9: Commercial (COMM). **T**he intent of the "Commercial" future land use designation is for areas that serve several neighborhoods, sub-regional and regional areas and provide an array of retail, personal and professional uses.

A. Commercial areas shall have direct access from a four-lane collector or two-lane arterial.
B. New commercial uses shall be discouraged from linear development and shall be encouraged to develop in clusters, with coordinated parking facilities, and with frontage roads where practical.

f. Changed or changing conditions make the passage of the proposed amendment necessary.

Staff Response: The intent of the rezoning request is to address the inconsistency as noted above and as required by state law and in furtherance of the City of Cocoa Comprehensive Plan.

g. The proposed change will adversely influence living conditions in the neighborhood.

Staff Response: As there is already a mix of residential and commercial/retail, professional, and

institutional uses in the area, the proposed rezoning would not adversely influence living conditions in the immediate area.

h. The proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

Staff Response: It is not anticipated that the proposed change would create or excessively increase traffic congestions or otherwise affect public safety. As noted above, Clearlake Road has a level of service designation of "C."

i. The proposed change will create a drainage problem.

Staff Response: No drainage problems are anticipated as a result of the change. Any new development would be required to comply with all applicable regulations and permitting requirements.

j. The proposed change will seriously reduce light and air to adjacent areas.

Staff Response: Any proposed use associated with the proposed rezoning would be required to meet the requirements of the City Code to ensure light and air to adjacent areas are not reduced.

k. The proposed change will adversely affect property values in the adjacent areas.

Staff Response: It is not anticipated that property values would be adversely affected by the proposed rezoning.

l. The proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.

Staff Response: Of the 14 subject parcels, 3 are vacant and 1 is mostly vacant, with the exception of a small communications building (AT&T). There are also 2 parcels adjacent to the 14 subject parcels that are vacant. Staff believes the proposed rezoning would not be a deterrent to the improvement or development of adjacent properties.

m. The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

Staff Response: The proposed change will not constitute a grant of special privilege to the property owners of the 14 subject properties as contrasted with the public welfare.

n. There are substantial reasons why the property cannot be used in accord with existing zoning.

Staff Response: As noted above, the rezoning is being proposed to address an inconsistency with the future land use designation as required by state law and in furtherance of the City of Cocoa Comprehensive Plan.

o. Whether the change suggested is out of scale with the needs of the neighborhood of the city.

Staff Response: The proposed rezoning is not out of scale with the needs of the neighborhood and would make the 14 subject parcels consistent with the comprehensive plan.

p. It is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.

Staff Response: The rezoning request is to bring the 14 subject parcels into consistency with the City of Cocoa Comprehensive Plan.

Consistency with Comprehensive Plan Policies and Objectives

The proposed C-G zoning designation is consistent with the allowable zoning districts under the "Commercial" Future Land Use per the City of Cocoa Comprehensive Plan.

Concurrency Management/Adequate Public Facilities

Section 15-22, Code of the City of Cocoa, provides for a concurrency management system to ensure public facilities and services needed to support development are available concurrent with the impacts of such development and that development orders and development permits are not issued in a manner that will not result in a reduction in the levels of service below the adopted level of service standards adopted by the City for public facilities and services, as contained in the City's adopted Comprehensive Plan.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

The Planning & Zoning Board unanimously recommended approval at its March 8, 2017 meeting.

Council approved the first reading of Ordinance 05-2017 at its March 28, 2017 meeting.

RECOMMENDED MOTION:

Approve the second reading of Ordinance 05-2017, to amend the Zoning Map designation of 5 parcels totaling 11.54 acres, more or less, from C-N (Neighborhood Commercial) to C-G (General Commercial) and 9 parcels totaling 15.32 acres, more or less, from C-R (Restricted Commercial) to C -G (General Commercial).

ORDINANCE NO. 05-2017

AN ORDINANCE OF THE CITY COUNCIL OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF FIVE (5) PARCELS OF REAL PROPERTY TOTALING 11.54 ACRES, MORE OR LESS, AND GENERALLY LOCATED EAST OF CLEARLAKE ROAD AND NORTH AND SOUTH OF MICHIGAN AVENUE IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED ON EXHIBIT "A" ATTACHED HERETO, FROM C-N (NEIGHBORHOOD COMMERCIAL) TO C-G (GENERAL COMMERCIAL) AND IDENTIFIED BY THE BREVARD COUNTY APPRAISER AS TAX ACCOUNT NUMBERS 2415964, 2415967, 2416207, 2441054, AND 2458336, AND NINE (9) PARCELS OF REAL ESTATE TOTALING 15.32 ACRES, MORE OR LESS, AND GENERALLY LOCATED EAST OF CLEARLAKE ROAD AND SOUTH OF MICHIGAN AVENUE IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED ON EXHIBIT "A" ATTACHED HERETO, FROM C-R (RESTRICTED COMMERCIAL) TO C-G (GENERAL COMMERCIAL) AND IDENTIFIED BY THE BREVARD COUNTY PROPERTY APPRAISER AS TAX ACCOUNT NUMBERS 2416205, 2442075, 2416206, 2416170, 2455270, 2416203, 2449993, 2450009, AND 2415958; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Council is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the Planning and Zoning Board and City Staff of the City of Cocoa recommended approval of this Ordinance at a public hearing on February 15, 2017; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Cocoa Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

WHEREAS, the City Council hereby finds that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of Cocoa, Florida.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA ORDAINS, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are true and correct and are fully incorporated herein by this reference.

Section 2. **Zoning Map Amendment.** That the Official Zoning Map of the City of Cocoa, as described in City of Cocoa Code, Appendix A, Article VIII, Section 1, is hereby amended to include a change of classification from "C-N (Neighborhood Commercial) to C-G (General Commercial)," for the real property depicted and legally described on **Exhibit "A,"** attached and incorporated herein by this reference, specifically tax account numbers 2415964, 2415967, 2416207, 2441054, and 2458336. The Official Zoning Map of the City of Cocoa, as described in City of Cocoa Code, Appendix A, Article VIII, Section 1, is also hereby amended to include a change of classification from "C-R (Restricted Commercial) to C-G (General Commercial)," for the real property depicted and legally described on **Exhibit "A,"** attached and incorporated herein by this reference, specifically tax account numbers 2416205, 2442075, 2416206, 2416170, 2455270, 2416203, 2449993, 2450009, and 2415958. City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the ____ day of _____, 2017.

_____

Henry U. Parrish, III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

Exhibit "A"
Legal Descriptions

Tax Account No. 2415964:

A PARCEL OF LAND 100.00 FEET BY 250.00 FEET LYING IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, SUBJECT TO AN EASEMENT OVER THE EAST 50 FEET OF SAID PARCEL FOR INGRESS, EGRESS, AND PARKING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 20 AND RUN SOUTH 00 DEGREES 02 MINUTES 00 SECONDS EAST, ALONG THE WEST LINE OF SECTION 20, A DISTANCE OF 712.18 FEET; THENCE RUN NORTH 89 DEGREES 48 MINUTES 00 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE EAST RIGHT OF WAY LINE OF CLEARLAKE ROAD, TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE FROM THE POINT OF BEGINNING RUN NORTH 89 DEGREES 43 MINUTES 00 SECONDS EAST, A DISTANCE OF 250.00 FEET (AS MEASURED 250.04 FEET); THENCE RUN SOUTH 00 DEGREES 12 MINUTES 00 SECONDS EAST, A DISTANCE OF 100.00 FEET (AS MEASURED 99.96 FEET); THENCE RUN SOUTH 89 DEGREES 49 MINUTES 00 SECONDS WEST, A DISTANCE OF 250.00 FEET (AS MEASURED 250.14 FEET) TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF CLEARLAKE ROAD; THENCE RUN NORTH 00 DEGREES 12 MINUTES 00 SECONDS WEST, ALONG THE SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 100.00 (AS MEASURED 99.95 FEET) FEET TO THE POINT OF BEGINNING.

A PARCEL OF LAND 50 FEET WIDE BY 250 FEET DEEP LYING IN THE NORTHWEST ONE-FOURTH OF SECTION 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND FIRST DESCRIBED IN DEED TO ZIPPY MART, INC. B-5, A FLORIDA CORPORATION, BY DEED RECORDED IN OFFICIAL RECORDS BOOK 921, PAGE 1033, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; FROM THENCE AND FOR A FIRST COURSE OF THE PROPERTY TO BE CONVEYED BY THIS DEED PROCEED SOUTH AND ALONG THE EASTERLY RIGHT OF WAY LINE OF CLEARLAKE ROAD A DISTANCE OF 50 FEET TO THE NORTHWEST CORNER OF PROPERTY CONVEYED TO SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY BY DEED DATED AUGUST 29, A.D. 1975 AND RECORDED IN OFFICIAL RECORDS BOOK 1555, PAGE 558, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; FROM THENCE AND FOR A SECOND COURSE OF THE PROPERTY TO BE INCLUDED IN THIS DESCRIPTION PROCEED EAST AND ALONG THE PROPERTY LINE OF SAID SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY A DISTANCE OF 250 FEET TO A POINT ON THE PROPERTY LINE OF SAID SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY; FROM THENCE AND FOR A THIRD COURSE OF THE PROPERTY TO BE INCLUDED IN THE DESCRIPTION PROCEED NORTH FOLLOWING THE PROPERTY LINE OF SAID SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY A DISTANCE OF 50 FEET TO THE SOUTHEAST CORNER OF PROPERTY CONVEYED TO ZIPPY MART, INC. B-5 BY DEED RECORDED IN OFFICIAL RECORDS BOOK 921, PAGE 1033 OF THE AFORESAID PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; FROM THENCE AND FOR A FOURTH COURSE OF THE PROPERTY TO BE INCLUDED IN THIS DESCRIPTION PROCEED WEST AND ALONG THE SOUTH LINE OF PROPERTY SO CONVEYED TO ZIPPY MART, INC. B-5 A DISTANCE OF 250 FEET (AS MEASURED 250.14 FEET) THE SOUTHWEST CORNER OF THIS PROPERTY SO CONVEYED TO ZIPPY MART, INC. B-5, A FLORIDA CORPORATION, BEING THE POINT OF COMMENCEMENT OF THE DESCRIPTION OF THE PROPERTY TO BE CONVEYED BY THIS DEED. THIS ENTIRE PARCEL SUBJECT TO AN INGRESS, EGRESS EASEMENT

Tax Account No. 2415967:

Commence at the Northwest corner of Section 20 Township 24 South Range 36 East and run South 0 deg. 12' East along the West line of Section 20 a distance of 862.18 feet; thence North 89 deg. 48' East 40.0 feet to the Southwest corner of a public street as described in Official Records Book 921, page 1033 for a Point of Beginning; thence and for a first course, run South 0 deg. 12' East and along the East Right-of-Way line of Clear Lake Road a distance of 350 feet to a point, from thence and for a second course run North 89 deg. 48' East parallel with the South line of property described in Official Records Book 921, page 1033 and parallel with the extension thereof a distance of 400 feet to a point; from thence and for a third course run North 0 deg. 12' West 100 feet; thence for a fourth course run North 89deg. 48' East 100 feet; thence for a fifth course run North 0 deg. 12' West and parallel with the East line of Clear Lake Road a distance of 400 feet to a point; from thence and for a sixth course run South 89 deg. 48' West and parallel with the second course a distance of 300 feet to a point which is the Northeast corner as described in Official Records Book 921, page 1033 aforesaid; from thence and for a seventh course proceed South 0 deg. 12' East along the East line of lands as described in Official Records Book 921, page 1033 aforesaid a distance of 150 feet to a point; from thence and for an eighth course run South 89 deg. 48' West a distance of 200 feet to the Point of Beginning.

Tax Account No. 2416207:

A parcel of land lying in Section 20, Township 24 South, Range 36 East, Brevard County, Florida, and being more particularly described as follows

Commence at the Northwest corner of said Section 20, and run South 00°12'00" East along the West line of said Section 20, and along the centerline of Clearlake Road, a distance of 420 00 feet, thence run North 72°46'50" East, 61 83 feet to a point on the Northerly right of way line of Michigan Avenue, said point being the point of beginning, thence continue North 72°46'50" East along said Northerly right of way line, a distance of 205 00 feet, thence run North 17°13'10" West, a distance of 166 43 feet, thence run South 89°48'00" West, 166 43 feet to a point on the East right of way line of Clearlake Road, thence run South 00°12'00" East, along said East right of way line, a distance of 200 00 feet, thence run South 45°09'41" East, a distance of 27 06 feet to the point of beginning

Tax Account No. 2441054:

A parcel of land lying in Sections 17 and 20, Township 24 South, Range 36 East, City of Cocoa, Brevard County, Florida. Said parcel of land being a part of lands described in Official Records Book 1698, Page 358, of the Public Records of Brevard County, Florida, and being more particularly described as follows:

Commencing at the Southwest corner of said Section 17 and run North 00 degrees 22 minutes 30 seconds West along the West line of said Section 17, a distance of 9.95 feet; thence North 89 degrees 48 minutes 00 seconds East a distance of 40.00 feet to a point lying on the Easterly right of way line of Clearlake Road, said point being the Point of Beginning for lands herein described; thence continue North 89 degrees 48 minutes 00 seconds East a distance of 325.86 feet to a point on the Westerly boundary line of lands described in O.R. Book 1771, Page 290, of said Public Records; thence South 23 degrees 54 minutes 10 seconds East along the Westerly line of said O.R. Book 1771, Page 290, and the Westerly line of lands described in O.R. Book 2568, Page 1444 of said Public Records, a distance of 306.23 feet to a point on the North line of Michigan Avenue as described in O.R. Book 1144, page 45; thence South 72 degrees 45 minutes 33 seconds West along said North right of way line a distance of 244.55 feet to the Southeasterly corner of lands described in O.R. Book 2996, Page 4663 and 4664 of said Public Records; thence North 17 degrees 13 minutes 10 seconds West along the Easterly boundary line of lands described in O.R. Book 2996, Pages 4663 and 4664 and the Northerly prolongation thereof. a distance of 182.04 feet; thence South 89 degrees 48 minutes 00 seconds West, parallel with and 15.00 feet North of as measured at right angles to the North boundary line of lands described in said O.R. Book 2996, Pages 4663 and 4664, to a point on the East line of aforesaid Clearlake Road; thence along said East right of way line the following two 92) courses and distances: North 00 degrees 12 minutes 00 seconds West 168.11 feet; North 00 degrees 22 minutes 30 seconds West 9.89 feet to the Point of Beginning.

Tax Account No. 2458336:

A PARCEL OF LAND LYING IN SECTIONS 17 AND 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 17, AND RUN N 00 DEGREES 22'30" W., ALONG THE WEST LINE OF SAID SECTION 17, A DISTANCE OF 9.95 FEET; THENCE RUN N 89 DEGREES 48'00" E., 40.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF CLEARLAKE ROAD (AN 80 FOOT WIDE RIGHT OF WAY), THE POINT OF BEGINNING; THENCE CONTINUE N 89 DEGREES 48'00" E., A DISTANCE OF 325.86 FEET; THENCE RUN S 23 DEGREES 54'10" E., ALONG THE EASTERLY LINE OF LANDS DESCRIBED IN O.R. BOOK 5274, PAGE 2533 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, A DISTANCE OF 306.12 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF MICHIGAN AVENUE (A 100 FOOT WIDE RIGHT OF WAY); THENCE N 72 DEGREES 46'50" E., ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 325.92 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN O.R. 2481, PAGE 685 OF SAID PUBLIC RECORDS; THENCE N 43 DEGREES 39'20" W., ALONG A WEST LINE OF SAID LANDS, A DISTANCE OF 76.17 FEET TO AN ANGLE POINT; THENCE N 23 DEGREES 54'10" W., ALONG SAID WEST LINE, A DISTANCE OF 499.18 FEET TO AN ANGLE POINT; THENCE N 33 DEGREES 50'00" W., ALONG SAID WEST LINE, A DISTANCE OF 252.85 FEET; THENCE DEPARTING SAID WEST LINE, RUN THENCE S 72 DEGREES 46'50" W., A DISTANCE OF 205.74 FEET; THENCE S 17 DEGREES 13'10" E, A DISTANCE OF 128.77 FEET; THENCE S 72 DEGREES 46'50" W., A DISTANCE OF 35.00 FEET; THENCE S 89 DEGREES 37'30" W., PERPENDICULAR TO THE AFORESAID EAST RIGHT OF WAY LINE OF CLEARLAKE ROAD, A DISTANCE OF 176.00 FEET TO A POINT ON SAID EAST RIGHT OF WAY LINE OF CLEARLAKE ROAD; THENCE S 00 DEGREES 22'30" E., ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 343.85 FEET TO THE POINT OF BEGINNING.

Tax Account No. 2416205:

A parcel of land lying in Section 20, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 20, and run S. 00°12'00"E., along the West line of said Section 20, a distance of 712.18 feet to a point on the Westerly extension of the North line of lands described in O.R. 921, Page 1033; thence N. 89°48'00"E., along said Westerly extension, a distance of 40.00 feet to a point on the East right of way line of Clearlake Road, the Point of Beginning; thence N. 00°12'00"W., along said right of way line, a distance of 189.84 feet to a point of right of way transition; thence N. 36°17'25"E., along said transition, a distance of 16.08 feet to a point on the Southerly right of way line of Michigan Avenue (a 100 foot wide right of way); thence N. 72°46'50"E., along said right of way line, a distance of 246.22 feet; thence S. 00°12'00"E., parallel to said West line of Section 20, a distance of 274.84 feet to a point on the North line of lands described in O.R. 1555, Page 558; thence S. 89°48'00"W., along said North line and along the aforesaid North line of lands described in O.R. 921, Page 1033, a distance of 245.00 feet to the Point of Beginning. Subject to all easements and rights of way of record.

Tax Account No. 2442075:

A parcel of land being a portion of that parcel recorded in Official Records Book 2660, pages 2183 and 2184 of the Public Records of Brevard County, Florida, more particularly described as follows:

Commence at the Northwest corner of Section 20, Township 24 South, Range 36 East, thence South 00 degrees, 12 minutes, 00 seconds East, along the West line of said Section 20 for 862.18 feet; thence North 89 degrees, 48 minutes 00 seconds East, for 40.00 feet to the Southwest corner of that parcel as described in Official Records Book 3058, Pages 3923 and 3924 said point being the Point of Beginning; thence South 00 degrees, 12 minutes, 00 seconds East, along the East right of way line of Clearlake Road for 125.00 feet to the Northwest corner of that parcel described in Official Records Book 2887, Page 1443 of said Public Records; thence North 89 degrees, 48 minutes, 00 seconds East, along the North line of said parcel for 200.00 feet to the Northeast corner of said parcel; thence North 00 degrees, 12 minutes, 00 seconds West, parallel with the East right of way line of Clearlake Road for 25.00 feet; thence North 89 degrees, 48 minutes, 00 seconds East, for 50.00 feet; thence North 00 degrees, 12 minutes, 00 seconds West, parallel with the East right of way line of Clearlake Road for 100.00 feet to the Southeast corner of that parcel described in Official Records Book 3058, Pages 3923 and 3924 of said Public Records; thence 89 degrees, 48 minutes, 00 seconds West along the South line of said parcel described in Official Records Book 3058, Pages 3923 and 3924 for 250.00 feet, to the Point of Beginning.

and

A parcel of land lying in Section 20, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 20 and run S 00°12'00" E along the West line of said Section a distance of 987.18 feet, thence N 89°48'00" E perpendicular to said West line a distance of 40.00 feet to a point on the East R/W line of Clearlake Road, thence continue N 89°48'00" E a distance of 200.00 feet to the point of beginning, thence continue N 89°48'00" E a distance of 171.00 feet to a point on the approximate West edge of pavement of a 24 foot wide driveway, thence N 00°12'00" W parallel with said West line and along said edge of pavement a distance of 162.00 feet, thence run S 89°48'00" W perpendicular to said West line a distance of 121.00 feet, thence run S 00°12'00" E parallel to said West line a distance of 137.00 feet, thence run S 89°48'00" W perpendicular to said West line a distance of 50.00 feet, thence run S 00°12'00" E parallel with said West line of 25.00 feet to the point of beginning.

Together with the easement created under and described in Declaration of Access Easement recorded in Official Records Book 4259, Page 2982, of the Public Records of Brevard County, Florida.

Tax Account No. 2416206:

THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND LYING, BEING AND SITUATE IN BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 225 FEET OF THE WEST 200 FEET OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1555, PAGE 558, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST; RUN THENCE SOUTH 00 DEG 12 MIN 00 SEC EAST ALONG THE WEST LINE OF SAID SECTION 20, A DISTANCE OF 862.18 FEET; THENCE NORTH 89 DEG 48 MIN 00 SEC EAST, 40.00 FEET TO THE POINT OF BEGINNING OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1555, PAGE 558, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF CLEARLAKE ROAD (A 100 FOOT RIGHT-OF-WAY) THENCE SOUTH 00 DEG 12 MIN 00 SEC EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 125.00 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED; THENCE ALONG THE BOUNDARY OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1555, PAGE 558, THE FOLLOWING TWO COURSES AND DISTANCES: CONTINUING SOUTH 00 DEG 12 MIN 00 SEC EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 225.00 FEET; THENCE NORTH 89 DEG 48 MIN 00 SEC EAST, 200.00 FEET; THENCE NORTH 00 DEG 12 MIN 00 SEC WEST, 225.00; THENCE SOUTH 89 DEG 48 MIN 00 SEC WEST, 200.00 FEET TO THE POINT OF BEGINNING.

Tax Account No. 2416170:

A PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 20, AND RUN SOUTH 00°12'00" EAST, ALONG THE WEST LINE OF SAID SECTION AND ALONG THE CENTERLINE OF CLEARLAKE ROAD, A DISTANCE OF 987.18 FEET, THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°48'00" EAST, AND ALONG THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3973, PAGE 1210, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, A DISTANCE OF 240.00 FEET TO THE NORTHEAST CORNER OF SAID LANDS, THE POINT OF BEGINNING, THENCE CONTINUE NORTH 89°48'00" EAST, A DISTANCE OF 171.00 FEET, THENCE SOUTH 00°12'00" EAST, A DISTANCE OF 225.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF UNIVERSITY LANE (A 61 FOOT WIDE RIGHT OF WAY), THENCE SOUTH 89°48'00" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 171.00 FEET TO THE SOUTHEAST CORNER OF AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3973, PAGE 1210, THENCE NORTH 00°12'00" WEST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 225.00 FEET TO THE POINT OF BEGINNING , CONTAINING 0.883 ACRES.

Tax Account No. 2455270:

A parcel of land being a portion of that parcel recorded in Official Records Book 2660, pages 2183 and 2184 of the Public Records of Brevard County, Florida, more particularly described as follows:

Commence at the Northwest corner of Section 20, Township 24 South, Range 36 East, thence South 00 degrees, 12 minutes, 00 seconds East, along the West line of said Section 20 for 862.18 feet; thence North 89 degrees, 48 minutes 00 seconds East, for 40.00 feet to the Southwest corner of that parcel as described in Official Records Book 3058, Pages 3923 and 3924 said point being the Point of Beginning; thence South 00 degrees, 12 minutes, 00 seconds East, along the East right of way line of Clearlake Road for 125.00 feet to the Northwest corner of that parcel described in Official Records Book 2887, Page 1443 of said Public Records; thence North 89 degrees, 48 minutes, 00 seconds East, along the North line of said parcel for 200.00 feet to the Northeast corner of said parcel; thence North 00 degrees, 12 minutes, 00 seconds West, parallel with the East right of way line of Clearlake Road for 25.00 feet; thence North 89 degrees, 48 minutes, 00 seconds East, for 50.00 feet; thence North 00 degrees, 12 minutes, 00 seconds West, parallel with the East right of way line of Clearlake Road for 100.00 feet to the Southeast corner of that parcel described in Official Records Book 3058, Pages 3923 and 3924 of said Public Records; thence 89 degrees, 48 minutes, 00 seconds West along the South line of said parcel described in Official Records Book 3058, Pages 3923 and 3924 for 250.00 feet, to the Point of Beginning.

and

A parcel of land lying in Section 20, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 20 and run S 00°12'00" E along the West line of said Section a distance of 987.18 feet, thence N 89°48'00" E perpendicular to said West line a distance of 40.00 feet to a point on the East R/W line of Clearlake Road, thence continue N 89°48'00" E a distance of 200.00 feet to the point of beginning, thence continue N 89°48'00" E a distance of 171.00 feet to a point on the approximate West edge of pavement of a 24 foot wide driveway, thence N 00°12'00" W parallel with said West line and along said edge of pavement a distance of 162.00 feet, thence run S 89°48'00" W perpendicular to said West line a distance of 121.00 feet, thence run S 00°12'00" E parallel to said West line a distance of 137.00 feet, thence run S 89°48'00" W perpendicular to said West line a distance of 50.00 feet, thence run S 00°12'00" E parallel with said West line of 25.00 feet to the point of beginning.

Together with the easement created under and described in Declaration of Access Easement recorded in Official Records Book 4259, Page 2982, of the Public Records of Brevard County, Florida.

Tax Account No. 2416203:

A parcel of land lying in Section 20, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Commence at a Florida Department of Transportation Marker monumenting the Northwest corner of said Section 20, and run S. 00 degrees 12'00"E., along the West line of said Section, a distance of 524.59 feet to a point on the Westerly extension of the Southerly Right of Way line of Michigan Avenue (a 100 foot wide right of way): thence N. 72 degrees 46'50"E., along said Westerly extension and along said Southerly right of way line, a distance of 298.05 feet to the Point of Beginning: Thence continue N. 72 degrees 46'50"E., along said right of way line, a distance of 614.11 feet to a point on the West Right of Way line of University Lane (a 60 foot wide right of way); thence S. 00 degrees 11'08"E., along said West right of way line, a distance of 551.38 feet to the point of curvature of a 230.00 foot radius curve to the left; thence Southerly along the arc of said curve and along said right of way line, thru a central angle of 13 degrees 37'53", a distance of 54.72 feet to the Northeast corner of "College Oaks Condominium", Phases I and II, recorded in O.R. 2411, page 880 and O.R. 2424, page 1345 of the public records of Brevard County, Florida; thence S. 89 degrees 48'00"W., along the North line of said "College Oaks Condominium" Phases I and II, a distance of 338.54 feet to the Northwest corner thereof; thence S. 00 degrees 12'00"E., along the West line thereof, a distance of 249.00 feet to the Northeast corner of lands described in O.R. 1555, page 558 of said public records; thence S. 89 degrees 48'00"W., along the North line of said lands, a distance of 100.00 feet to the Northwest corner thereof; thence S. 00 degrees 12'00"E., along the West line of said lands, a distance of 100.00 feet to the Southwest corner of lands described in O.R. 1555, page 558, said point lying 1.00 foot north, by right angle measurement, of the North right of way line of University Lane (a 60 foot wide right of way); thence S. 89 degrees 48'00"W., parallel with and 1.00 foot distant North from said North right of way line, a distance of 29.00 feet; thence N. 00 degrees 12'00"W., a distance of 387.00 feet to the Northeast corner of lands described in O.R. 4259, page 2968; thence S. 89 degrees 48'00"W., a distance of 121.00 feet to a point on the East line of lands described in O.R. 3395, page 3787 of said public records; thence N. 00 degrees 12'00"W., along said East line, a distance of 113.00 feet to the Northeast corner of said lands; thence S. 89 degrees 48'00"W., along the North line of said lands, a distance of 5.00 feet to the Southeast corner of lands described in O.R. 2862, page 2913 of said public records; thence N. 00 degrees 12'00"W., along the East line of said lands, a distance of 274.84 feet to the Point of Beginning.

Tax Account No. 244993:

A TRACT OR PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 20, RUN S 00-12'-00" E ALONG THE WEST LINE OF SAID SECTION 20 A DISTANCE OF 712.18 FEET; THENCE N 89-48'-00" E A DISTANCE OF 40.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF CLEAR LAKE ROAD; THENCE CONTINUE N 89-48'-00" E ALONG THE NORTHERLY BOUNDARY OF PARCELS DESCRIBED IN OFFICIAL RECORD BOOK 921, AT PAGE 1033, AND OFFICIAL RECORD BOOK 1555, AT PAGE 558, OF THE OFFICIAL RECORDS OF BREVARD COUNTY, FLORIDA, A DISTANCE OF 500.00 FEET , THENCE S 00-12'-00" E ALONG THE EASTERLY BOUNDARY OF PARCELS DESCRIBED IN OFFICIAL RECORD BOOK 921, AT PAGE 1033, AND OFFICIAL RECORD BOOK 1555, AT PAGE 558, OF THE OFFICIAL RECORDS OF BREVARD COUNTY, FLORIDA, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING PROCEED N 89-48'-00" E A DISTANCE OF 338.55 FEET TO A POINT ON A CURVE IN THE WESTERLY RIGHT-OF-WAY LINE OF UNIVERSITY LANE, THENCE PROCEED ALONG SAID RIGHT-OF-WAY LINE ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS = 230.00 FEET, DELTA = 14-50'-17", CHORD = 59.40 FEET, CHORD BEARING = S 21-14'-09" E) A DISTANCE OF 59.56 FEET TO THE POINT OF TANGENCY; THENCE S 28-39'-18" E A DISTANCE OF 106.64 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE PROCEED S 89-31'-38" W A DISTANCE OF 121.25 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS = 110.00 FEET, DELTA = 22-54'-46", CHORD = 43.70 FEET) A DISTANCE OF 43.99 FEET; THENCE N 65-12'-00" W A DISTANCE OF 136.43 FEET; THENCE N 00-12'-00" W A DISTANCE OF 50.00 FEET; THENCE S 89-48'-00" W A DISTANCE OF 123.00 FEET; THENCE N 00-12'-00" W A DISTANCE OF 51.00 FEET TO THE POINT OF BEGINNING.
SUCH DESCRIBED PARCEL CONTAINING 0.94 ACRES, MORE OR LESS.

Tax Account No. 2450009:

A TRACT OR PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 20, RUN S 00-12'-00" E ALONG THE WEST LINE OF SAID SECTION 20 A DISTANCE OF 712.18 FEET; THENCE N 89-48'-00" E A DISTANCE OF 40.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF CLEAR LAKE ROAD; THENCE CONTINUE N 89-48'-00" E ALONG THE NORTHERLY BOUNDARY OF PARCELS DESCRIBED IN OFFICIAL RECORD BOOK 921, AT PAGE 1033, AND OFFICIAL RECORD BOOK 1555, AT PAGE 558, OF THE OFFICIAL RECORDS OF BREVARD COUNTY, FLORIDA, A DISTANCE OF 500.00 FEET , THENCE S 00-12'-00" E ALONG THE EASTERLY BOUNDARY OF PARCELS DESCRIBED IN OFFICIAL RECORD BOOK 921, AT PAGE 1033, AND OFFICIAL RECORD BOOK 1555, AT PAGE 558, OF THE OFFICIAL RECORDS OF BREVARD COUNTY, FLORIDA, A DISTANCE OF 201.00 FEET TO THE POINT OF BEGINNING.

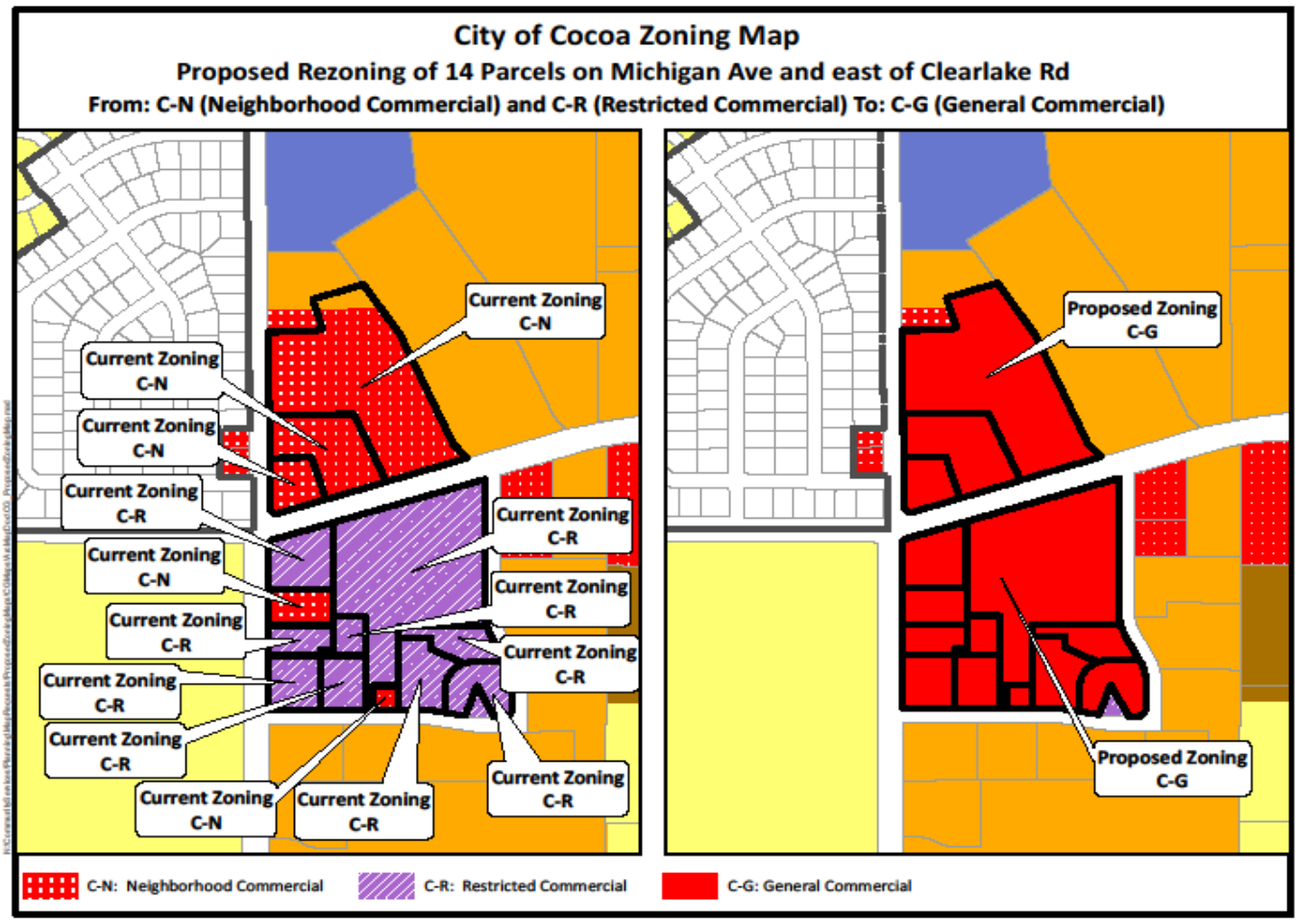
FROM SAID POINT OF BEGINNING PROCEED N 89-48'-00" E A DISTANCE OF 123.00 FEET; THENCE S 00-12'-00" E A DISTANCE OF 50.00 FEET; THENCE S 65-12'-00" E A DISTANCE OF 136.43 FEET TO A POINT ON A CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS = 110.00 FEET, DELTA = 66-24'-30", CHORD = 120.48 FEET, CHORD BEARING = S 33-24'-37" W) A DISTANCE OF 127.50 FEET TO THE POINT OF TANGENCY; THENCE S 00-12'-22" W A DISTANCE OF 101.91 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF UNIVERSITY LANE; THENCE N 80-09'-55" W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 47.63 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS = 170.00 FEET, DELTA = 10-02'-05", CHORD = 29.74 FEET) A DISTANCE OF 29.77 FEET TO THE POINT OF TANGENCY; THENCE S 89-48'-00" W A DISTANCE OF 102.71 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE PROCEED N 00-12'-00" W 1.00 FEET TO A CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF PARCELS DESCRIBED IN OFFICIAL RECORD BOOK 921, AT PAGE 1033, AND OFFICIAL RECORD BOOK 1555, AT PAGE 558, OF THE OFFICIAL RECORDS OF BREVARD COUNTY, FLORIDA; THENCE CONTINUE N 00-12'-00" W ALONG THE EASTERLY BOUNDARY OF PARCELS DESCRIBED IN OFFICIAL RECORD BOOK 921, AT PAGE 1033, AND OFFICIAL RECORD BOOK 1555, AT PAGE 558, OF THE OFFICIAL RECORDS OF BREVARD COUNTY, FLORIDA, A DISTANCE OF 298.00 FEET TO THE POINT OF BEGINNING.
SUCH DESCRIBED PARCEL CONTAINING 1.23 ACRES, MORE OR LESS.

Tax Account No. 2415958:

A parcel of land lying in Section 20, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

BEGIN at the Southeasterly corner of COLLEGE OAKS CONDOMINIUM, PHASE TWO, and run S 80°09'55"E., along the North right of way line of University Boulevard, a distance of 76.89 feet to a point on a Northerly line of COLLEGE PINES, PHASE THREE, A CONDOMINIUM; thence N.19°32'09"E., a distance of 133.14 feet to an angle point; thence S.27°39'31"E., along said Northerly line, a distance of 148.15 feet to a point on the aforesaid North right of way line of University Boulevard; thence N.89°31'38"E., along said right of way line, a distance of 36.06 feet to the point of curvature of a 30.00 foot radius curve to the left; thence East and North along the arc of said curve and along a right of way transition, thru a central angle of 89°44'11" a distance of 46.99 feet to a point of tangency; thence N.00°12'33"W., along a Westerly right of way line of University Boulevard, a distance of 119.65 feet to the point of curvature of a 150.00 foot radius curve to the left; thence Northwesterly, along the arc of said curve and along said right of way line, thru a central angle of 28°26'45" a distance of 74.47 feet to a point of tangency; thence N.28°39'18"W., along said right of way line, a distance of 12 26 feet to a point on a South line of COLLEGE OAKS CONDOMINIUM, PHASE ONE; thence S.89°31'38"W., along said South line, a distance of 121.55 feet to the point of curvature of a 110.00 foot radius curve to the left, thence West and South, along the arc of said curve and along said South line and a South and West line of aforesaid COLLEGE OAKS CONDOMINIUM, PHASE TWO, thru a central angle of 89°44'00" a distance of 172.28 feet to a point of tangency, thence S.00°12'22"E., along said West line, a distance of 101 91 feet to the POINT OF BEGINNING; containing 1.08 acres.

Subject to all easements and rights of way of record.


City of Cocoa Zoning Map
Proposed Rezoning of 14 Parcels on Michigan Ave and east of Clearlake Rd
From: C-N (Neighborhood Commercial) and C-R (Restricted Commercial) To: C-G (General Commercial)
Current Zoning C-N
Current Zoning C-N
Current Zoning C-N
Current Zoning C-R
Current Zoning C-N
Current Zoning C-R
Current Zoning C-R
Current Zoning C-R
Current Zoning C-R
Current Zoning C-R
Current Zoning C-N
Current Zoning C-R
Current Zoning C-R
Proposed Zoning C-G
Proposed Zoning C-G
C-N: Neighborhood Commercial
C-R: Restricted Commercial
C-G: General Commercial

Community Services Department
Planning & Zoning Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8535 I Fax: (321) 433-8543

January 30, 2017

Dear Property Owner:

City of Cocoa staff has identified inconsistencies between the City of Cocoa Future Land Use Map, Zoning Map, and/or existing uses for fourteen (14) parcels, generally located on Michigan Avenue and east of Clearlake Road, as depicted on the attached location map. In order to resolve these inconsistencies, City staff is proposing a zoning map amendment that would rezone the subject parcels from C-N (Neighborhood Commercial) and C-R (Restricted Commercial) to C-G (General Commercial).

This notice is to inform you that the City of Cocoa Planning & Zoning Board will hold a public hearing regarding the zoning map amendment on Wednesday, February 15, 2017 and will make a recommendation to City Council. City Council will hold two hearings, the first hearing on Tuesday, March 14, 2017 and the second (adoption) hearing on March 28, 2017. All three public hearings will take place at the Cocoa City Hall Council Chambers, 65 Stone Street, Cocoa, Florida, at 6:00 p.m.

Please do not hesitate to contact me for further information at (321) 433-8535 or sbiel@cocoafl.org.

Regards,

Steven Biel
Senior Planner

(OVER)

Community Services Department
Planning & Zoning Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8535 I Fax: (321) 433-8543

COURTESY NOTICE OF PUBLIC HEARING
TO PROPERTY OWNERS WITHIN 500 FEET OF THE SUBJECT SITE

The City of Cocoa, is petitioning the Planning and Zoning Board for the following item(s):

FILE NUMBER: PZ-17-02100001 – Fourteen Parcels at Michigan Ave. & East of Clearlake Rd.

REQUEST: **CONSIDERATION OF AN ORDINANCE** of the City Council of the City of Cocoa, consistent with Appendix A, Zoning, Article XXII, changing the Zoning Map designation of five (5) parcels totaling 11.54 acres, more or less, and generally located east of Clearlake Road and north and south of Michigan Avenue from C-N (Neighborhood Commercial) to C-G (General Commercial) and identified by the Brevard County Property Appraiser as Tax Account Numbers 2415964, 2415967, 2416207, 2441054, and 2458336, and nine (9) parcels totaling 15.32 acres, more or less, and generally located east of Clearlake Road and south of Michigan Avenue from C-R (Restricted Commercial) to C-G (General Commercial) and identified by the Brevard County Property Appraiser as Tax Account Numbers 2416205, 2442075, 2416206, 2416170, 2455270, 2416203, 2449993, 2450009, and 2415958.

The Board will hold a public meeting on this request at 6:00 p.m. on Wednesday, **February 15, 2017** in the City of Cocoa Council Chambers located at 65 Stone Street, Cocoa, Florida. All interested parties are invited to attend and will be heard if desired.

_____
Steven Biel, Senior Planner

January 31, 2017
Date

This meeting may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public meeting.

All persons and parties are hereby advised that if they should decide to appeal any decision made by this Board with respect to any matter considered at this meeting, they will need a record of the proceedings and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The facility where this public meeting will be held is accessible to the physically handicapped. Interested parties are hereby advised that they may appear at said meeting and be heard with respect to the application. Written comment from the public with regard to the application will also be accepted.

Information pertaining to the above may be inspected at the Planning & Zoning Division at 65 Stone Street, Cocoa, Florida between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

(OVER)

Legislation Details (With Text)

File #:	17-135	**Version:** 1	**Name:**	Approved to forward to Teri	
Type:	Report		**Status:**	City Business	
File created:	3/24/2017		**In control:**	City Council	
On agenda:	4/11/2017		**Final action:**		
Title:	Authorize a Purchase Order to be issued to Maxwell Contracting Inc. in the amount of $80,945.00 for the construction of a sidewalk, ADA compliant curb ramps, gravity wall, curbing and pedestrian signal upgrades on Peachtree Street at U.S.1 as part of the East Peachtree Street Water Main Improvement Project (Utility Project No. WS1505) as it relates to the Peachtree Street Complete Streets concept. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	E Peachtree Quote-Public Works-Maxwell Contracting Inc. Resolution No. 2017-33 BAF-PW-3510-PWO8PT (04-11-17)~ Agenda 17-135.pdf Task Order Form 2017-16 (signed).pdf Agenda of 10-11-16; File ID #16-443.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 24, 2017
Agenda Date: April 11, 2017
Prepared By: Michael Giorgio, Division Manager
Through: Everett Wegerif P.E. Public Works Director/City Engineer
Requested Action:
Approve a resolution amending the FY 2107 Budget, Approve a Budget Amendment, and Authorize a Purchase Order to be issued to Maxwell Contracting Inc. in the amount of $80,945.00 for the construction of a sidewalk, ADA compliant curb ramps, gravity wall, curbing and pedestrian signal upgrades on Peachtree Street at U.S.1 as part of the East Peachtree Street Water Main Improvement Project (Utility Project No. WS1505, RFQ# Q-13-01-COC) as it relates to the Peachtree Street Complete Streets concept.

BACKGROUND:

Peachtree Street was recently up-graded to the Complete Street concept west of the FECRR tracks. Work included drainage improvements, sidewalks, ADA compliant curb ramps, landscaping, enhanced lighting as well as new pavement and striping. Public Works has been working to reduce the number of sidewalk gaps throughout the city and recognized the need for a sidewalk on the south side of Peachtree Street from west of U.S.1 to connect to the existing sidewalk west of the Florida East Coast Railroad Tracks. Public Works staff requested this work be completed as part of the East

Peachtree Street Water Main Improvement Project. The project includes gravity wall, relocated curb, and new sidewalk along the Peachtree St. Cemetery. The sidewalk-related portion of the Water main replacement project is to be funded by Public Works streets funding; and the Gravity Wall and Curb will be funded by the Stormwater Utility. On October 11, 2016, with agenda File #16-443, Council approved the award of the Peachtree Street project No. WS1505 in the amount of $1,051,929.00 to Maxwell Contracting, Inc.

STRATEGIC PLAN CONNECTION:

Complete sidewalk systems provide a safe walking path for pedestrians, improving the quality of life for its residents, improve safety, and improve the city's image.

BUDGETARY IMPACT:

Budgeted? No

Transfer From
Account Number 001-3510-541.53-00
Account Name Road Material and Supplies
Amount ($38,545)

Transfer To
Account Number 001-3510-541.63-00
Account Name Infrastructure
Amount $38,454

Budgeted: PW-08-CG
Amount Requested $42,400.00
Account Number 423-3570-538-63-00
Account Name Infrastructure

PREVIOUS ACTION:

Council previously approved Utility Project No. WS1505, East Peachtree Street Water Main Improvements

RECOMMENDED MOTION:

Approve a resolution amending the FY 2107 Budget, Approve a Budget Amendment, and Authorize a Purchase Order to be issued to Maxwell Contracting Inc. in the amount of $80,945.00 for the construction of a sidewalk, ADA compliant curb ramps, gravity wall, curbing and pedestrian signal upgrades on Peachtree Street at U.S.1 as part of the East Peachtree Street Water Main Improvement Project (Utility Project No. WS1505) as it relates to the Peachtree Street Complete Streets concept.

QUOTE FORM

East Peachtree Street Water Main Improvements
REVISED PER ADDENDUM #1

City of Cocoa

Proposal of Maxwell Contracting, Inc.
(Name)
P.O. Box 820, Cocoa, Florida 32923-0829
(Address)

to furnish all materials, service, equipment, and labor required, for East Peachtree Street Water Main Improvements Project as specified in the Contract Documents.

The Contractor will be required to commence work under this contract within thirty (30) calendar days after the date of receipt by him of Notice to Proceed or Purchase Order, and substantially complete all work within one hundred eighty (180) 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 ($500.00) per calendar day.

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.

TOTAL BASE BID	$ 1,051,929.00

ONE MILLION FIFTY ONE THOUSAND NINE HUNDRED TWENTY NINE AND NO/100 Dollars
(Grand Total Written in words)

ITEM #	DESCRIPTION	QTY	UOM	UNIT PRICE	AMOUNT
1.0	**GENERAL**				
1.1	MOBILIZATION	1	LS	237,567.00	237,567.00
1.2	MAINTENANCE OF TRAFFIC	1	LS	145,500.00	145,500.00
1.3	SURVEYING FOR CONSTRUCTION	1	LS	5,979.00	5,979.00
1.4	AUDIO-VIDEO ROUTE SURVEY (PRE- AND POST-CONSTRUCTION)	1	LS	10,000.00	10,000.00
1.5	EROSION CONTROL	1	LS	45,000.00	45,000.00
1.6	DEWATERING	1	LS	10,000.00	10,000.00
1.7	N/A	-	-		
1.8	TESTING - WATER MAIN (INC. PIGGING/FLUSHING)	1	LS	20,000.00	20,000.00
1.9	TESTING - ASPHALT & BASE COURSE	1	LS	2,000.00	2,000.00
1.10	TESTING - CONCRETE	1	LS	1,000.00	1,000.00
1.11	NPDES PERMITTING	1	LS	25,000.00	25,000.00
1.12	FINAL MEASURES (AS-BUILTS)	1	LS	2,000.00	2,000.00
2.0	**DEMOLITION/REMOVAL**				
2.1	REMOVAL - FIRE HYDRANT ASSEMBLY	6	EA	1,200.00	7,200.00
2.2	REMOVAL - EXISTING WATER MAIN (2"-12")	72	LF	1.00	72.00
2.3	REMOVAL - EXISTING VALVES (2"-12")	18	EA	1.00	18.00
2.4	REMOVAL - CONCRETE BLOCK RETAINING WALL	6	LF	100.00	600.00
2.5	REMOVAL - FDOT RETAINING WALL	8	LF	100.00	800.00
2.6	REMOVAL - TYPE A CURB AND GUTTER	18	LF	10.00	180.00
2.7	REMOVAL - MISCELLANEOUS ASPHALT	740	SY	5.00	3,700.00
2.8	REMOVAL - MISCELLANEOUS BASE COURSE MATERIAL	225	SY	2.00	450.00
2.9	REMOVAL - MISCELLANEOUS CONCRETE	700	SF	1.00	700.00
2.10	ABANDON 6" CAST IRON WATERMAIN (GROUT IN PLACE)	17	CY	1.00	17.00
2.11	ABANDON 8" AC WATERMAIN (GROUT IN PLACE)	16	CY	1.00	16.00

ITEM #	DESCRIPTION	QTY	UOM	UNIT PRICE	AMOUNT
3.0	**POTABLE WATER**				
3.1	8" CLASS 350 DIP WM, POLYWRAPPED	1,028	LF	150.00	154,200.00
3.2	6" CLASS 350 DIP WM, POLYWRAPPED	1,150	LF	10.00	11,500.00
3.3	2" PVC WM	25	LF	25.00	625.00
3.4	14" A-139 GRADE B STEEL CASING (1/2" THICK), WELDED, BITUMINOUS COATED	20	LF	1,500.00	30,000.00
3.5	DUCTILE IRON FITTINGS	2.00	TON	100.00	200.00
3.6	8" DIP TO 8" CI COUPLING	2	EA	3,000.00	6,000.00
3.7	6" DIP TO 6" CI COUPLING	2	EA	3,000.00	6,000.00
3.8	8" GATE VALVE	5	V	3,000.00	15,000.00
3.9	6" GATE VALVE	4	V	2,000.00	8,000.00
3.10	3/4" WATER SERVICE - SHORT SIDE - REMOVAL AND REPLACEMENT	9	EA	1,500.00	13,500.00
3.11	1.5" WATER SERVICE - SHORT SIDE - REMOVAL AND REPLACEMENT	1	EA	1,200.00	1,200.00
3.12	2" WATER SERVICE - SHORT SIDE - REMOVAL AND REPLACEMENT	1	EA	1,500.00	1,500.00
3.13	1" WATER SERVICE - LONG SIDE - REMOVAL AND REPLACEMENT	2	EA	2,000.00	4,000.00
3.14	3/4" WATER SERVICE - LONG SIDE - REMOVAL AND REPLACEMENT	13	EA	1,800.00	23,400.00
3.15	6" FIRE HYDRANT ASSEMBLY	6	A	5,500.00	33,000.00
3.16	6" TAPPING SLEEVE AND VALVE	1	V	7,500.00	7,500.00
3.17	2" TAPPING SLEEVE AND VALVE	1	V	1,500.00	1,500.00
3.18	8" LINE STOP	2	EA	2,500.00	5,000.00
3.19	6" LINE STOP	2	EA	2,000.00	4,000.00
3.20	2" LINE STOP	1	EA	50.00	50.00
3.21	TEMPORARY JUMPER ASSEMBLY (INCLUDING VAULT)	2	A	3,000.00	6,000.00
3.22	ELECTRONIC MARKER BALLS	57	EA	50.00	2,850.00
4.0	**SITEWORK**				
4.1	1.5" ASPHALT ROADWAY MILLING	8,248	SY	1.00	8,248.00
4.2	1.5" TYPE SP-12.5 ASPHALT	8,248	SY	5.00	41,240.00

ITEM #	DESCRIPTION	QTY	UOM	UNIT PRICE	AMOUNT
4.3	10" BASE COURSE	992	SY	1.00	992.00
4.4	3' WIDE TEMPORARY TRENCH BACKFILL WITH 4" MINIMUM MILLINGS	2,962	LF	1.00	2,962.00
4.5	MARKINGS, 6" DOUBLE YELLOW THERMOPLASTIC STRIPS	2,177	LF	1.50	3,265.50
4.6	MARKINGS, 6" SOLID WHITE THERMOPLASTIC STRIPS (LANE LINE & EDGE LINE)	5,670	LF	0.75	4,252.50
4.7	MARKINGS, 6" WHITE SKIP THERMOPLASTIC STRIPS	100	LF	0.25	25.00
4.8	MARKINGS, 6" YELLOW SKIP THERMOPLASTIC STRIPS	502	LF	0.25	125.50
4.9	MARKINGS, 18" THERMOPLASTIC YELLOW STRIPS	50	LF	1.85	92.50
4.10	MARKINGS, 24" THERMOPLASTIC STOP BARS	132	LF	3.00	396.00
4.11	MARKINGS, SOLID WHITE THERMOPLASTIC TURN & TURN/STRAIGHT	12	EA	65.00	780.00
4.12	MARKINGS, SOLID WHITE THERMOPLASTIC RAILROAD CROSSING	1	EA	250.00	250.00
4.13 (a)	REINFORCED CONCRETE SIDEWALK W/6" BASE, 5' WIDE	113	LF	25.00	2,825.00
4.13 (b)	REINFORCED CONCRETE SIDEWALK W/6" BASE, 5' WIDE	320	LF	35.00	11,200.00
4.14	REINFORCED CONCRETE SIDEWALK W/6" BASE - MISC REMOVAL AND REPLACEMENT	220	SF	25.00	5,500.00
4.15	TYPE "F" CONCRETE CURB AND GUTTER	25	LF	18.00	450.00
4.16 (a)	TYPE "F" CONCRETE CURB AND GUTTER - REMOVAL AND REPLACEMENT	264	LF	19.00	5,016.00
4.16 (b)	TYPE "F" CONCRETE CURB AND GUTTER - REMOVAL AND REPLACEMENT	340	LF	20.00	6,800.00
4.17	3' WIDE VALLEY GUTTER	74	LF	20.00	1,480.00
4.18 (b)	GRAVITY WALL	89	CY	400.00	35,600.00
4.19 (a)	ADA TRUNCATED DOME	280	SF	35.00	9,800.00
4.19 (b)	ADA TRUNCATED DOME	67	SF	35.00	2,345.00
4.20	SODDING (BAHIA - INCL. TOP SOIL AND SUBGRADE PREPARATION)	460	SY	1.00	460.00

ITEM #	DESCRIPTION	QTY	UOM	UNIT PRICE	AMOUNT
4.21 (b)	PEDESTRIAN SIGNAL MODIFICATIONS	1	LS	22,000.00	22,000.00
4.22 (b)	ASPHALT/BASE REPAIR (MAJOR CRACKS/SUNKEN PATCHES/ETC)	300	SY	10.00	3,000.00
5.0	**SANITARY SEWER WORK**				
5.1	MANHOLE REMOVAL AND REPLACEMENT	1	LS	30,000.00	30,000.00
	TOTAL				1,051,929.00

(1) For accounting purposes, item numbers divided into "a" and "b" are to denote payment responsibility. Utilities responsibility = a; Public Works responsibility = b

(2) The project estimate is Wade Trim's opinion of probably quantities based upon the available information

(3) Unit of Measure (UOM) Legend: A = Assembly; EA = Each; CY = Cubic Yard; F = Fitting; HR = Hour; LS = Lump Sum; LT = Line Tap; LF = Linear Foot; R = Reducer; RS = Restraint; ST – Service Tap; SF = Square Foot; SY = Square Yard; V = Valve

FAILURE TO COMPLETE THE ABOVE WILL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: PW | DATE PREPARED: 03/24/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 38,545)	001-3510-541.53-00		ROAD MATERIALS & SUPPLIES	$ 94,000	$ 94,000	$ 55,455	$ 42,139
$ 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
($ 38,545)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 38,545	001-3510-541.63-00	PW08PT	INFRASTRUCTURE	$ 2,501,746	$ 2,843,532	$ 2,882,077	$ 1,089,384
$ 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
$ 38,545	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

TRANSFER IS NEEDED TO FUND THE PUBLIC WORKS PORTION OF THE SIDEWALK AND PEDESTRIAN CROSSING IMPROVEMENTS RELATED TO THE EAST PEACHTREE STREE WATER MAIN IMPROVEMENTS PROJECT NUMBER WS1505. Agenda 17-135.

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 04/11/17 *RESOLUTION #:* 2017-33

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

3/24/17	Michael Giorgio Digitally signed by Michael Giorgio Date: 2017.03.24 14:28:45 -04'00'	3/24/17	Lea Taylor Digitally signed by Lea Taylor Date: 2017.03.24 15:38:22 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
3/24/17	Everett J. Wegerif	3/27/17	Lora Howell Digitally signed by Lora Howell Date: 2017.03.27 08:10:18 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Task Order Request Form

Utilities General Construction Contractors

Name of CSA (Continuing Service Agreement)

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

Dept./Division Name: Utilities/Engineering **Requestor:** Norma Hernandez Digitally signed by Norma Hernandez DN: dc=org, dc=cocoafl, ou=Utilities, cn=Norma Hernandez, email=nhernandez@cocoafl.org Date: 2016.10.25 08:54:44 -04'00' **Date:** 10/25/16

Project Number: WS1505 **Title:** Administrative Assistant

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

AMENDMENT

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

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

Total number of Amendments including this one: _____

Quote/Proposal #: T.O. 2017-16 **Dated:** 10/11/16 **Amount:** $ 1,051,929.00

☑ Quote Attached

Katherine Ennis Digitally signed by Katherine Ennis DN: dc=org, dc=cocoafl, ou=Utilities, cn=Katherine Ennis, email=kennis@cocoafl.org Date: 2016.10.26 09:35:32 -04'00'

Director's Signature

Scope of Services / Justification for Amendment

This task order is to furnish all materials, services, equipment, and labor required for the East Peachtree Street Water Main Improvements Project. This project is to begin along Peachtree Street at a point just east of U.S. 1 and end at Indian River Drive. It's comprised of the replacement of approximately 1,100 linear feet of 6" cast iron pipe and all associated fittings, valves, and fire hydrants with new 6" ductile iron pipe, along with the replacement of approximately 560 linear feet of 8" asbestos cement pipe and all associated fittings, valves, and fire hydrants with new 6" ductile iron pipe.

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

Documentation for Good Faith Estimate Attached ☐ Yes ☑ No

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

Task Order: ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2017-16

Council Approval Required: ☑ Yes ☐ No

Reason Disapproved:

Date: 10/25/16 **Signature:** Sonja Hamilton-Suarez Digitally signed by Sonja Hamilton-Suarez Date: 2016.10.25 11:23:42 -04'00' **Title:** Purchasing Manager

Sonja Hamilton-Suarez

Date: 10/26/16 **Signature:** John A. Titkanich Digitally signed by John A. Titkanich Date: 2016.10.26 14:10:07 -04'00' **Title:** City Manager

John A. Titkanich, Jr., AICP

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

File #: 16-443, **Version:** 1

CITY COUNCIL AGENDA ITEM

Memo Date: September 27, 2016
Agenda Date: October 11, 2016
Prepared By: Alexandra Cook, E.I., Utilities Engineer
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Award Maxwell Contracting, Inc. of Cocoa, Florida, the East Peachtree Street Water Main Improvements, Project No. WS1505, in the Amount of $1,051,929; To Authorize the City Manager to execute contract documents; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not To Exceed $105,193 (10% of the contract amount); To Approve the Water Meter and Backflow Preventer Replacement Costs in the Amount of $3,100; To Approve Continuation of Task Order 2016-26 with Wade Trim, Inc. in the Amount of $64,096 for Services During Construction (SDC) for Total Project Cost of $1,224,318; To Approve a Resolution Amending the FY2017 Budget

BACKGROUND:

The East Peachtree Street Water Main Improvements Project is to begin along Peachtree Street at a point just east of U.S. 1 and end at Indian River Drive. This project is comprised of the replacement of approximately 1,100 Linear Feet (LF) of 6" Cast Iron Pipe (CIP) and all associated fittings, valves, and fire hydrants with new 6" Ductile Iron Pipe (DIP), along with the replacement of approximately 560 LF of 8" Asbestos Cement Pipe (ACP) and all associated fittings, valves, and fire hydrants with new 6" ductile iron pipe (DIP).

On September 2, 2016, City staff requested quotes for the East Peachtree Street Water Main Improvements, Project No. WS1505 from the City's four pre-qualified Utility General Construction Contractors: Atlantic Development of Cocoa, GUNNstruction, Inc., Jobear Contracting, Inc., and Maxwell Contracting, Inc.

Maxwell Contracting, Inc. provided the lowest and best quote in the amount of $1,051,929. Wade Trim and staff reviewed all quotes and recommend awarding the work to Maxwell Contracting, Inc.

City staff is also requesting that City Council approve an additional $105,193 as a contingency for the project. The additional amount is 10% of the contract amount and will be used for change orders with approval by the City Manager. Although City staff does not anticipate changes orders, with a project of this size there is 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 to move forward.

The additional $105,193 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.

City staff requests that City Council approve a sum of $3,100 for replacement of water meters and backflow preventers to properties affected during the construction on Peachtree Street.

Project WS1505 was originally budgeted in FY2016 for $788,400, from which we issued P.O. 68510 to Wade Trim in the amount of $64,096. Because construction did not start in FY16, the entire $64,096 will be reissued in FY17.

Contractor bid	$1,051,929
Construction Contingency (10%)	$ 105,193
Wade Trim Services	$ 64,096
Water Meter and Backflow Replacement	$ 3,100
Total Construction Cost	**$1,224,318**

Funds in the amount of $853,641 will be transferred from reserves to cover the total cost of the project.

Staff recommends approval to award this project to Maxwell Contracting, Inc. and to authorize the City Manager to execute contract documents.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes, but insufficient
If not budgeted, is amendment/transfer attached?	Yes
Amount Requested	$1,224,318
Account Number	421-4055-536.63-00, WS1505
Account Name	Infrastructure
Source of Funds:	Operating Revenue/ 421-0000-389.99-50 Reserves

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To Award Maxwell Contracting, Inc. of Cocoa, Florida, the East Peachtree Street Water Main Improvements, Project No. WS1505, in the Amount of $1,051,929; To Authorize the City Manager to execute contract documents; To Approve a Resolution Authorizing the City Manager to Approve

Change Orders in an Amount Not To Exceed $105,193 (10% of the contract amount); To Approve the Water Meter and Backflow Preventer Replacement Costs in the Amount of $3,100; To Approve Continuation of Task Order 2016-26 with Wade Trim, Inc. in the Amount of $64,096 for Services During Construction (SDC) for Total Project Cost of $1,224,318; To Approve a Resolution Amending the FY2017 Budget.

Legislation Details (With Text)

File #:	17-143	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	City Business
File created:	3/28/2017			**In control:**	City Council
On agenda:	4/11/2017			**Final action:**	
Title:	Approve Task Order 2017-18 with Jobear Contracting, Inc. for the Schoolhouse Street Water Main Replacement, Project No. WS17SS; To Approve a Resolution Amending the Fiscal FY2017 Budget; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an amount not to exceed $22,995 (10% Contingency). (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO-UT-JoBear Contracting, Inc. 2017-18 (3-28-18) $229,955 T.O. 2017-18 Schoolhouse Street WM Replacement Proposal Resolution No. 2017-34 BAF-UT-Project WS17SS (4-11-17)~Agenda 17-143.pdf Contingency Resolution No. 17-143.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 28, 2017
Agenda Date: April 11, 2017
Prepared By: George R. Toler, Engineering Supervisor
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order 2017-18 with Jobear Contracting, Inc. for the Schoolhouse Street Water Main Replacement, Project No. WS17SS; To Approve a Resolution Amending the Fiscal FY2017 Budget; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an amount not to exceed $22,995 (10% Contingency)

BACKGROUND:

Brevard County is currently constructing a streetscape project on Schoolhouse Street in Merritt Island, Florida. During the construction, the County's Contractor, Jobear Contracting, Inc. found that the City's water main is within the project and would need to be relocated.

Since Jobear Contracting, Inc. is a Continuing Services Contractor with the City of Cocoa (under RFQ# Q-13-01-COC), and in order to promote efficiency within the Brevard County project, we requested a quote from Jobear Contracting, Inc. to provide the relocation work. Jobear Contracting, Inc. provided a quote of $229,955.

City staff is also is requesting that City Council approve an additional $22,995 as a contingency for the project. The additional amount is 10% 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 to move forward.

The additional $22,995 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.

City staff has reviewed the quote and recommends Council approval to proceed with the proposed work.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes
Amount Requested	$252,950
Account Number	421-4025-536.63-00, WS17SS
Account Name	Infrastructure
Source of Funds	421-4025-536.46-00, R&M

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

To Approve Task Order 2017-18 with Jobear Contracting, Inc. for the Schoolhouse Street Water Main Replacement, Project No. WS17SS; To Approve a Resolution Amending the Fiscal FY2017 Budget; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an amount not to exceed $22,995 (10% Contingency.

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=5094253&GUID=7290362F-A478-4AC1-9729-9749E520A7F9* is a secure document that has been embedded in this document. Double click the pushpin to view.



QUOTE FORM

Schoolhouse Street Water Main Replacement

City of Cocoa

Proposal of _____ Jobear Contracting, Inc. _____
(Name)

1950 Danr Dr. Palm Bay Fl. 32905
(Address)

To furnish all materials, service, equipment, and labor required, for Schoolhouse Street Water Main Replacement Project as specified in the Contract Documents.

The Contractor will be required to commence work under this contract within thirty (30) calendar days after the date of receipt by him of Notice to Proceed or Purchase Order, and substantially complete all work within one hundred fifty (150) 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 ($500.00) per calendar day.

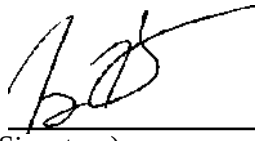
The undersigned has carefully examined the Contract Documents and is familiar with the nature and extent of the work and materials and labor required. The undersigned agrees to do all of the work called for by said specifications, in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided.

$229,955.00

TOTAL BASE BID

Jobear Contracting Inc.
(Company Name)

Two Hundred Twenty Nine Thousand Nine Hundred Fifty Five & 00/100 Dollars
(Grand Total Written in words)



John **G.** Huy President
(Signature)

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT
1.0	**GENERAL**				
1.1	MOBILIZATION (5%)	1	LS	$ 10,500.00	$ 10,500.00
1.2	MAINTENANCE OF TRAFFIC (7%)	1	LS	$ 14,150.00	$ 14,150.00
1.3	SURVEYING FOR CONSTRUCTION	1	LS	$ 4,500.00	$ 4,500.00
1.4	AUDIO-VIDEO ROUTE SURVEY (PRE- AND POST-CONSTRUCTION) **IF NEEDED**	1	LS	$ 550.00	$ 550.00
1.5	DEWATERING	1	LS	$ 16,500.00	$ 16,500.00
1.6	TESTING - WATER MAIN (INC. PIGGING/FLUSHING)	1	LS	$ 3,500.00	$ 3,500.00
1.7	NPDES PERMITTING	1	LS	$ 1,800.00	$ 1,800.00
1.8	FINAL MEASURES (AS-BUILTS)	1	LS	$ 2,000.00	$ 2,000.00
2.0	**DEMOLITION/REMOVAL**				
2.1	REMOVAL - FIRE HYDRANT ASSEMBLY	1	EA	$ 1,925.00	$ 1,925.00
2.2	GROUTING - EXISTING WATER MAIN (4"-6")	460	LF	$ 10.50	$ 4,830.00
3.0	**POTABLE WATER**				
3.1	4" CLASS 350 DIP WM, RESTRAINED JOINT	90	LF	$ 70.00	$ 6,300.00
3.2	6" CLASS 350 DIP WM, RESTRAINED JOINT	450	LF	$ 77.00	$ 34,650.00
3.3	DUCTILE IRON FITTINGS	0.8	TON	$ 16,000.00	$ 12,800.00
3.4	6" GATE VALVE	2	EA	$ 1,600.00	$ 3,200.00
3.5	3/4" WATER SERVICE - SHORT SIDE -REMOVAL AND REPLACEMENT	2	EA	$ 2,000.00	$ 4,000.00
3.6	3/4" WATER SERVICE - LONG SIDE -REMOVAL AND REPLACEMENT	2	EA	$ 2,800.00	$ 5,600.00
3.7	6" FIRE HYDRANT ASSEMBLY	2	EA	$ 7,500.00	$ 15,000.00
3.8	4" TAPPING SLEEVE AND 4" VALVE	2	EA	$ 4,800.00	$ 9,600.00
3.9	6" TAPPING SLEEVE AND 6" VALVE	1	EA	$ 6,000.00	$ 6,000.00
3.10	Cut & Cap Existing 4" AC Water Main	2	EA	$ 10,000.00	$ 20,000.00
3.11	Tie Into Existing 6" AC Water Main	4	EA	$ 12,250.00	$ 49,000.00
3.12	TEMPORARY JUMPER ASSEMBLY	1	EA	$ 3,025.00	$ 3,025.00
3.13	ELECTRONIC MARKER BALLS	21	EA	$ 25.00	$ 525.00
	TOTAL				**$ 229,955.00**

Road will have to remain closed in this section until bacteriological test is complete

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 4055 | DATE PREPARED: 03/29/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 252,950)	421-4025-536.46-00		Repairs & Maintenance	$ 4,422,436	$ 4,396,624	$ 4,143,674	$ 1,695,322
$ 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
($ 252,950)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 252,950	421-4025-536.63-00	WS17SS	Infrastructure	$ 102,514	$ 128,326	$ 381,276	$ 348,673
$ 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
$ 252,950	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

To fund Task Order 2017-18 with Jobear Contracting, Inc. to furnish all materials, service, equipment, and labor required for the Schoolhouse Street Water Main Replacement, Project No. WS17SS.

Agenda File ID 17-143

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 04/11/17 RESOLUTION #: 2017-34

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

3/29/17	Norma Hernandez	3/31/17	Lea Taylor Digitally signed by Lea Taylor Date: 2017.03.31 08:45:59 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
3/29/17	Katherine Ennis	3/31/17	Lora Howell Digitally signed by Lora Howell Date: 2017.03.31 08:54:05 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

RESOLUTION NO. 2017-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE PROJECT REGARDING THE SCHOOLHOUSE STREET WATER MAIN REPLACEMENT, PROJECT NO. WS17SS IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE 10 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 11, 2017, the City Council authorized the City Manager to proceed with the Schoolhouse Street Water Main Replacement, Project No. WS17SS, 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 Schoolhouse Street Water Main Replacement, Project No. WS17SS provided the total amount of approved change orders and any additional service contracts do not exceed the construction budget. The construction budget is $229,955.00 and allows for a 10% contingency in the amount of $22,995.00 set aside for possible change orders, for a total of $252,950.00 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 11, 2017.

_____
Henry U. Parrish, III, Mayor

ATTEST:

_____
Carie Shealy, CMC, City Clerk

Legislation Details (With Text)

File #:	17-151	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	3/31/2017			**In control:**	City Council
On agenda:	4/11/2017			**Final action:**	
Title:	Approve a Resolution and contract by use of sole source with the ICMA Center for Public Safety Management to conduct an analysis of law enforcement services for the Cocoa Police Department; Approve a Resolution adjusting FY2017 Budget using General Fund Contingency; and Authorize the City Manager to execute the contract subject to the City Attorney and City Manager finalizing the terms and conditions of the contract with CPSM. (City Manager)				
Sponsors:	Office of the City Manager				
Indexes:					
Code sections:					
Attachments:	Cocoa Police Study Proposal 7 MAR 17 CPSM CONTRACT DOCUMENT CITY 31 JAN 17 Sole Source with Memo.pdf Resolution No. 2017-36.docx BAF-GO-1600 Law Enforcement Analysis (4-11-17) Agenda 17-151.pdf Sole Source Resolution No. 2017-37 ICMA-CPSM.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 31, 2017
Agenda Date: April 11, 2017
Prepared By: John A. Titkanich, Jr., AICP, ICMA-CM
Through: N/A
Requested Action:
Approve a Resolution and contract by use of sole source with the ICMA Center for Public Safety Management to conduct an analysis of law enforcement services for the Cocoa Police Department; approve a Resolution adjusting FY2017 Budget using General Fund Contingency; and authorize the City Manager to execute the contract subject to the City Attorney and City Manager finalizing the terms and conditions of the contract with CPSM.

BACKGROUND:

The City of Cocoa 2016-2021 Strategic Plan (adopted May 2016), “Crime was identified the most pressing single issue impacting the quality of life for Cocoa citizens.” Toward that end the Crime Awareness and Prevention Committee two primary goals: 1) Reducing crime within the City of Cocoa by 50% based on UCR reporting by the year 2020, and 2) [Addressing] long term social issues contributing to crime within the City of Cocoa through community policing. With each goal, several objectives and strategies were identified.

In September 2014, the Mayor hosted the first Mayor's Crime Awareness and Prevention Summit and in September 2016, the Mayor hosted a Community Summit focused on engaging citizen and creating a safer community.

While the City of Cocoa has been experiencing historically lower crime rates dating back to the initial reporting of UCR statistics, two years ago the City experienced a slight increase and this past year crime reporting data submitted to FDLE indicates an overall decrease in 2016. While this is positive, the City still experiences a crime rate, in many categories, double of that compared to county, state and national crime rates. Comparing UCR crime statistics against other jurisdictions, according to the FBI, is not advisable and should not be a measure of a community's success in addressing the issues of crime. Notwithstanding, the City of Cocoa is committed to, as was the theme for the Mayor's Community Summit, engaging it citizens and creating a safer community.

Our Police Department under the leadership of Chief Cantaloupe has reorganized the department, restructured shifts and staffing based on calls for service, implemented various programs and initiatives, and diligently worked to increase the department interaction and collaboration with the community.

The Center for Public Safety Management, LLC is the exclusive provider of public safety technical assistance for the International City/County Management Association. They provide a wide array of analysis that is unique and more comprehensive than ordinary accreditation agencies. They are uniquely staffed with subject matter experts of a variety of disciplines that have served as senior public safety executives as well as former chief administrators for local governments. Supplementing the hundreds of years of practical experience, their assessment project teams are highly educated in the areas of public administration and program research and analysis.

To augment our existing community conversations and City Council direction, I am recommending retaining CPSM to conduct a comprehensive analysis of the Cocoa Police Department. The expected outcomes is to provide the City and independent, thorough, and unbiased analysis of the department, which includes:

1. A data-driven forensic analysis to identify actual workload.
2. The identification and recommended appropriate staffing and deployment levels from every discrete operational and support function in the department.
3. A review and examination of the department's organizational structure and culture.
4. The performance of a gap analysis comparing the "as-is" state of the department to the best practices of industry standards.
5. A recommended management framework to ensure accountability, increased efficiency, and improved performance.

In the past four years, the City has increased staffing through unfreezing and filling sworn and non-sworn (dispatchers) positions, created and hired new positions to support the department and community (Crime Analyst and Victims Advocate) as well as made substantial investment in terms of equipment and technology to provide the department the necessary resources to accomplish the core mission of every police agency, to protect and serve the community.

While much progress has been made, there is still much to be accomplished. It is critical to the City of Cocoa as it continues to grow and seek to attract new residents and businesses they are assured

that the City holds the safety of their persons and property in high regard. This operational analysis will better inform and position City Council, City administration and Police Department leadership to continue its commitment to reducing and preventing crime. Combined with the City's Strategic Plan, this analysis will provide a roadmap to achieve the aspirational goals the community and City Council have set.

I am requesting this operational analysis be conducted and funded through a transfer from the General Fund Contingency account, in an amount of $62,000, to the General Fund Professional Services account. While the attached proposal provides a 10% discount due to my membership with ICMA, it is exclusive of travel costs and an in-person presentation of findings by CPSM staff. I believe both City Council and administration will benefit from an in-person presentation of the findings. Thus, there will be $6,200 available to cover these costs. It should also be noted that travel expenses are billed as incurred at actual cost with no overhead or administrative fees.

STRATEGIC PLAN CONNECTION:

Crime, Goal 1, Objective 1.1: As identified above, crime was identified as the most pressing single issue impacting the quality of life for Cocoa citizens. An independent analysis of our department operations and resource allocation is consistent with the City's strategic plan.

BUDGETARY IMPACT:

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

FROM	
Amount Requested	($62,000)
Account Number	001-1600-513.39-00
Account Name	General Fund Contingency

TO	
Amount Requested	$62,000
Account Number	001-1600-513.31-00
Account Name	General Fund Professional Services

PREVIOUS ACTION:

None related to this specific request outside of the adoption of the 2016-2021 Strategic Plan identify crime as a strategic issue.

RECOMMENDED MOTION:

Approve a Resolution and contract by use of sole source with the ICMA Center for Public Safety Management to conduct an analysis of law enforcement services for the Cocoa Police Department; approve a Resolution adjusting FY2017 Budget using General Fund Contingency; and authorize the

City Manager to execute the contract subject to the City Attorney and City Manager finalizing the terms and conditions of the contract with CPSM.

CENTER FOR PUBLIC SAFETY MANAGEMENT, LLC

PROPOSAL FOR

COMPREHENSIVE ANALYSIS OF LAW ENFORCEMENT SERVICES

COCOA, FLORIDA



CPSM®

CENTER FOR PUBLIC SAFETY MANAGEMENT, LLC
475 K STREET NW STE 702 • WASHINGTON, DC 20001
WWW.CPSM.US • 800-998-3392

ICMA

Exclusive Provider of Public Safety Technical Services for
International City/County Management Association

CPSM®
Center for Public Safety Management, LLC

March 7, 2017

John A. Titkanich, Jr.
City Manager
65 Stone St.
Cocoa, FL 32922

Dear Mr. Titkanich:

The *Center for Public Safety Management, LLC, (CPSM)* as the exclusive provider of public safety technical assistance for the International City/County Management Association, is pleased to submit this proposal for an analysis of law enforcement services for Cocoa. The CPSM approach is unique and more comprehensive than ordinary accreditation or competitor studies.

In general, our analysis involves the following major outcomes:

- Conduct a data-driven forensic analysis to identify actual workload;
- Identify and recommend appropriate staffing and deployment levels for every discrete operational and support function in the department.
- Examine the department's organizational structure and culture;
- Perform gap analysis, comparing the "as is" state of the department to the best practices of industry standards;
- Recommend a management framework to ensure accountability, increased efficiency, and improved performance;

This proposal is specifically designed to provide the local government with a thorough and unbiased analysis of emergency services in your community. We have developed a unique approach by combining the experience of dozens of subject matter experts in the areas of emergency services. The team assigned to the project will have hundreds of years of practical experience managing emergency service agencies, a record of research, academic, teaching and training, and professional publications, and extensive consulting experience completing hundreds of projects nation-wide. The team assembled for you will be true "subject matter experts" not research assistants or interns.

ICMA has provided direct services to local governments worldwide for almost 100 years, which has helped to improve the quality of life for millions of residents in the United States and abroad. I, along with my colleagues at CPSM, greatly appreciate this opportunity and would be pleased to address any comments you may have. You may contact me at 716.969.1360 or via email at lmatarese@cpsm.us.

Sincerely,



Leonard A. Matarese, ICMA-CM, IPMA-HR
Director, Research, and Project Development
Center for Public Safety Management. LLC

THE ASSOCIATION & THE COMPANY

International City/County Management Association (ICMA)

The International City/County Management Association (ICMA) is a 103-year-old, non-profit professional association of local government administrators and managers, with approximately 9,000 members located in 32 countries.

Since its inception in 1914, ICMA has been dedicated to assisting local governments in providing services to its citizens in an efficient and effective manner. Our work spans all the activities of local government – parks, libraries, recreation, public works, economic development, code enforcement, Brownfield's, public safety, etc.

ICMA advances the knowledge of local government best practices across a wide range of platforms including publications, research, training, and technical assistance. Our work includes both domestic and international activities in partnership with local, state and federal governments as well as private foundations. For example, it is involved in a major library research project funded by the Bill and Melinda Gates Foundation and is providing community policing training in Panama working with the U.S. State Department. It has personnel in Afghanistan assisting with building wastewater treatment plants and has teams in Central America providing training in disaster relief working with SOUTHCOM.

The **ICMA *Center for Public Safety Management* (ICMA/CPSM)** was one of four Centers within the Information and Assistance Division of ICMA providing support to local governments in the areas of police, fire, EMS, Emergency Management, and Homeland Security. In addition to providing technical assistance in these areas we also represent local governments at the federal level and are involved in numerous projects with the Department of Justice and the Department of Homeland Security. In each of these Centers, ICMA has selected to collaborate with nationally recognized individuals or companies to provide services that ICMA has previously provided directly. Doing so will provide a higher level of services, greater flexibility, and reduced costs in meeting member's needs as ICMA will be expanding the services that ICMA can offer to local government is expanding. For example, The Center for Productivity Management (CPM) is now working exclusively with SAS, one of the world's leaders in data management and analysis. And the Center for Strategic Management (CSM) is now partnering with nationally recognized experts and academics in local government management and finance.

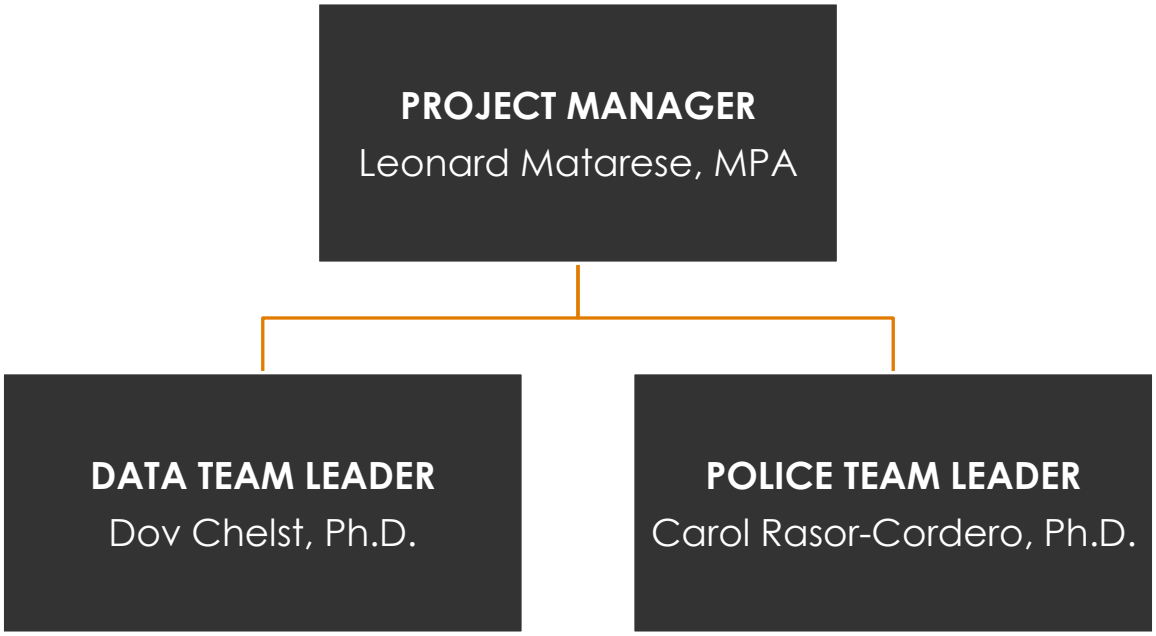
Center for Public Safety Management, LLC (CPSM) is now the exclusive provider of public safety technical assistance for ICMA and provides training and research for the Association's members and represents ICMA in its dealings with the federal government and other public safety professional associations such as CALEA and CPSE. The Center for Public Safety Management, LLC maintains the same team of individuals performing the same level of service that it has for the past seven years for ICMA.

CPSM's local government technical assistance experience includes workload and deployment analysis, using our unique methodology and subject matter experts to examine department organizational structure and culture, identify workload and staffing needs as well as industry best practices. We have conducted over 221 such studies in 36 states and 185 communities ranging in size from 8,000 population Boone, IA to 800,000 population Indianapolis, IN.

PROJECT STAFFING

For this project CPSM will assemble a premier team of experts from a variety of disciplines and from across the United States. The goal is to develop recommendations that will enable it to produce the outcomes necessary to provide critical emergency services consistent with the community's financial capabilities. The team will consist of a project team leader, two Operations Leaders and several senior public safety Subject Matter Experts selected from our team specifically to meet the needs of the municipality.

The management organizational chart for the project includes the following Key Team Members



PROJECT MANAGER

LEONARD A. MATARESE, MPA, ICMA-CM, IPMA-CP

Director of Research and Project Development, Center for Public Safety Management

BACKGROUND

Mr. Matarese is a specialist in public sector administration with particular expertise in public safety issues. He has 44 years' experience as a law enforcement officer, police chief, public safety director, city manager and major city Human Resources Commissioner. He was one of the original advisory board members and trainer for the first NIJ/ICMA Community Oriented Policing Project which has subsequently trained thousands of municipal practitioners on the techniques of the community policing philosophy over the past 18 years. He has managed several hundred studies of emergency services agencies with attention to matching staffing issues with calls for service workload.

Recognized as an innovator by his law enforcement colleagues he served as the Chairman of the SE Quadrant, Florida, Blue Lighting Strike Force, a 71agency, U.S. Customs Service anti-terrorist and narcotics task force and as president of the Miami-Dade County Police Chief's Association – one of America's largest regional police associations. He represents ICMA on national projects involving the United States Department of Homeland Security, The Department of Justice, Office of Community Policing and the Department of Justice, Office Bureau of Justice Assistance. He has also served as a project reviewer for the National Institute of Justice and is the subject matter expert on several ICMA / USAID police projects in Central America. As a public safety director, he has managed fire / EMS systems including ALS transport. He was an early proponent of public access and police response with AEDs.

Mr. Matarese has presented before most major public administration organizations annual conferences on numerous occasions and was a keynote speaker at the 2011 annual PERF conference. He was a plenary speaker at the 2011 TAMSEC Homeland security conference in Linköping, Sweden and at the 2010 UN Habitat PPUD Conference in Barcelona, Spain.

He has a Master's degree in Public Administration and a Bachelor's degree in Political Science. He is a member of two national honor societies and has served as an adjunct faculty member for several universities. He holds the ICMA Credentialed Manager designation, as well as Certified Professional designation from the International Public Management Association-Human Resources. He also has extensive experience in labor management issues, particularly in police and fire departments. Mr. Matarese is a life member of the International Association of Chiefs of Police and the ICMA.

DATA ASSESSMENT TEAM

DOV CHELST, PH.D.

Director of Quantitative Analysis

BACKGROUND

Dr. Chelst is an expert in analyzing public safety department's workload and deployment. He manages the analysis of all public safety data for the Center. He is involved in all phases of The Center's studies from initial data collection, on-site review, large-scale dataset processing, statistical analysis, and designing data reports. To date, he has managed over 140 data analysis projects for city and county agencies ranging in population size from 8,000 to 800,000.

Dr. Chelst has a Ph.D. Mathematics from Rutgers University and a B.A. Magna Cum Laude in Mathematics and Physics from Yeshiva University. He has taught mathematics, physics, and statistics, at the university level for 9 years. He has conducted research in complex analysis, mathematical physics, and wireless communication networks and has presented his academic research at local, national, and international conferences, and participated in workshops across the country.

SENIOR PUBLIC SAFETY SUBJECT MATTER EXPERT

DAVID MARTIN, PH.D.

Senior Researcher in the Center for Urban Studies, Wayne State University

BACKGROUND

Dr. David Martin is Director of the Center for Urban Studies' Urban Safety Unit. He specializes in criminal justice research and program evaluation. He has had a close working relationship with the Detroit Police Department since 1993 and is currently working with Wayne State's police department on Midtown COMPSTAT, a collaborative policing and crime prevention initiative. He has developed real-time crime mapping and analysis tools to track crime, arrests and offender recidivism in Detroit and other communities. Dr. Martin has also conducted evaluations of innovative policing projects, including evaluations of Detroit Empowerment Zone Community Policing Initiative and federally-supported Weed and Seed Initiatives in the City of Detroit, City of Inkster and City of Highland Park, Michigan. He has also conducted several recidivism studies that examine the impact of offender rehabilitation programs in Wayne County.

SENIOR PUBLIC SAFETY DATA ANALYST

PRISCILA MONACHESI, M.S., B.A.

BACKGROUND

Priscila Monachesi is a Senior Data Analyst with CPSM and has worked on over 40 data analysis projects for city and county public safety agencies. She has over ten years' experience as a Project Leader/Senior System Analyst in auto manufacturing and financial systems.

She has a M.S in Statistics from Montclair State University, a B.A. in Economics from Montclair State University, and a Technical Degree in Data Processing from Pontifícia Universidade Católica in Brazil.

SENIOR PUBLIC SAFETY DATA ANALYST

SARAH WEADON, B.A.

BACKGROUND

Sarah Weadon has over 15 years' experience consulting with local, state, and federal government agencies in the areas of data and geospatial analysis, database and application development, and project management. She has worked with over 40 public safety agencies across the U.S. and Canada, providing data and geospatial analysis of response times, call trends, and station locations. Her skill in understanding the results of the analyses in the broader context of each client's budget, political, and overall reality, supports the development of practical, actionable recommendations. Ms. Weadon holds a Bachelor's degree in Classical Languages.

PUBLIC SAFETY DATA ANALYST

SHAN ZHOU, PH.D.

BACKGROUND

Dr. Shan Zhou specializes in the analysis of police data. Shan brings extensive experience in scientific and clinical data analysis. Prior to CPSM, she worked as an associate scientist at Yale School of Medicine. Shan has a MS in Business Analytics and Project Management from University of Connecticut and a PhD in Cell biology, Genetics, and Development from University of Minnesota.

PUBLIC SAFETY DATA ANALYST

RYAN JOHNSON, B.A.

BACKGROUND

Ryan Johnson is a new addition to the CPSM data analyst team, specializing in the analysis of fire data. He has helped complete fire analysis projects for several cities and has handled ad hoc requests for modeling optimum staffing levels for police departments. Ryan brings experience in financial data analysis from the telecom expense industry, where he was the lead analyst for four clients; 3 fortune 500 companies and the Top Architectural Engineering Firm in the country. He also brings experience in spatial analytics from his time with Homeland Security. Ryan has a B.S. in Economics from Georgia State University and he is completing his M.A. in Economics from Rutgers University.

OPERATIONS ASSESSMENT TEAM – POLICE UNIT

SENIOR ASSOCIATE – TEAM LEADER

CAPTAIN CAROL E. RASOR-CORDERO, PH.D. (RET).

Retired Captain, Pinellas County, Florida Sheriff's Office, Associate Professor Public Safety Administration, St. Petersburg College

BACKGROUND

Dr. Rasor-Cordero is a retired Captain from the Pinellas County Sheriff's Office in Florida. During her 25-year career in law enforcement, she served in various divisions to include: Patrol Operations, Crimes Against Children, Economic Crimes, Training, Community Services, and Court Security. While serving as the Commander of the Community Services Division, she established the Domestic Violence Unit, the Sexual Predator and Offender Unit, and the Citizen's Community Policing Institute. She served as the agency's training advisor and played a significant role in transforming the Pinellas County Police Academy from a vocational program to a progressive program that offers college credit at St. Petersburg College. She served as team leader for the agency's Hostage Negotiation Team and implemented the agency's Critical Incident Stress Management Team.

Dr. Rasor - Cordero has conducted research examining the relationship between personality preferences of executive level and mid-level law enforcement/corrections leaders and exemplary leadership practices. She has an extensive background as an educator and trainer. As a program director for St. Petersburg College, Carol established the first and only academic on-line gang-related investigations track in the nation. She developed the course Evolving Leaders in a Changing World for the Southeastern Public Safety Leadership Institute at St. Petersburg College which is a six-part series and approved for college credit. She designed a three-part series for implementing, managing, and evaluating community policing for the Florida Regional Community Policing Institute and delivered the training throughout Florida to mid-level and executive level leaders. Carol has developed and delivered training in the high liability areas of firearms, defensive tactics and driving. She has served as an evaluator for the project "An Evaluation of the National Justice Based After School Pilot Program" for the Office of Community Oriented Policing Services and a consultant for the Bureau of Justice Assistance evaluating the training needs of the Atlanta Police Department's Narcotics Unit. She has authored articles and presented at numerous conferences.

Dr. Rasor - Cordero is currently an associate professor for the College of Public Safety Administration, St. Petersburg College. She holds a Ph.D. in Education, Master, and Bachelor Degrees in Criminal Justice from the University of South Florida. She is a graduate of the Police Executive Research Forum Senior Management Institute for Police.

SENIOR ASSOCIATE

CHIEF JAMES GABBARD, BA (RET)

Retired Chief of Police, and City Manager Vero Beach, former Captain of Detectives, West Palm Beach, Past President Florida Police Chiefs Association.

BACKGROUND

James M. Gabbard retired as the City Manager of Vero Beach, Florida, Prior to his appointment as City Manager in 2005 he completed 37 years of law enforcement service in a series of increasingly responsible positions. Mr. Gabbard formerly served as the Police Chief of the Vero Beach Police Department for 20 years. During his tenure as chief he served as interim city manager on several occasions. Prior to his service with Vero Beach he was a member of the West Palm Beach Police Department, serving in all divisions of the Department and in many assignments including Detective Lieutenant of Homicide. Upon his promotion to Captain he was placed in command of organized crime and organized drug crime investigations. He retired from West Palm Beach in 1986 to accept the chief's position in Vero Beach.

Mr. Gabbard has received numerous professional recognitions and was elected President of the Florida Police Chiefs Association, one of the largest organizations of senior police managers in the United States. He was cited for bravery by Governor Jeb Bush before a joint session of the Florida Legislature for his actions during several hurricanes which stuck Vero Beach.

SENIOR ASSOCIATE

INSPECTOR JAMES E. MCCABE, (RET.) PH.D., M. PHIL., M.A., B.A.

Professor of Criminal Justice, Sacred Heart University, Retired NYPD Inspector

BACKGROUND

Dr. McCabe retired as an Inspector with the New York City Police Department after 20 years of service. As Inspector, his assignments included Commanding Officer of the NYPD Office of Labor Relations and Commanding Officer of the Training Bureau. As a Deputy Inspector, he was the Commanding Officer of the Police Academy with direct supervision of over 750 staff officers and 2,000 recruits. As Executive Officer, Police Commissioner's Office. His field experience includes, Commanding Officer, 110th Precinct, Executive Officer, 113th Precinct, assignment to the Operations Division/Office of Emergency Management and uniform patrol as on officer and Sergeant in Manhattan. He has published extensively and presented to numerous conference including Academy of Criminal Justice Sciences:

He holds a Ph.D. and M. Phil, in Criminal Justice, from CUNY Graduate Center, an M.A. in Criminal Justice, from John Jay College, an M.A. in Labor and Policy Studies, SUNY Empire State College, and B.A. in Psychology, CUNY Queens College, June, 1989. He is a graduate of the Executive Management Program, Harvard University's John F. Kennedy School of Government, and the FBI National Academy.

SENIOR ASSOCIATE

DEPUTY CHIEF WAYNE HILTZ (RET)

Former Interim Chief of Police at Pasadena and Irwindale Police Departments

BACKGROUND

Wayne has 33 years of experience in municipal law enforcement. This includes a broad range of experience in nearly every facet of policing from patrol, gang enforcement, and undercover narcotics to internal affairs investigations and community relations. The last 13 years were spent at command and executive levels. In his capacity as Deputy Police Chief, he served as the chief operating officer of the Pasadena Police Department, responsible for all day to day operations including internal audits and inspections. As well, he was responsible for operations related to the Tournament of Roses Parade and Rose Bowl events to include World Cup Soccer and BCS Championship games. For a period of nearly two years, he served in the capacity of Interim Chief of Police at both the Pasadena and Irwindale Police Departments.

He has extensive experience in managing budgets, and has served as a budget instructor for the California Commission on Peace Officer Standards and Training. The Los Angeles County Police Chiefs Association selected him to represent the 45 member agencies in negotiations for Homeland Security Grants for a three-year period. He also served as President of the San Gabriel Peace Officers Association. He has served on the boards of community based organizations with focus on addressing homeless issues, substance abuse, and juvenile violence. Wayne holds a Bachelor of Science degree in Police Science and Administration from California State University at Los Angeles. Executive training includes the FBI Southwest Command College and the Senior Management Institute for Police.

SENIOR ASSOCIATE

PROFESSOR PAUL E. O'CONNELL, PH.D., J.D.

Chair of Criminal Justice Department, Iona College, New Rochelle, New York, former NYPD Training Officer.

BACKGROUND

Dr. O'Connell is a leading expert on the application of Compstat model Police Management principles to public administration organizations. He has been a full-time member of the Criminal Justice faculty at Iona College in New Rochelle since 1994. He received his Ph.D. from CUNY where his doctoral thesis was the history and development of the Compstat model of Police Management. Dr. O'Connell began his professional career in criminal justice in 1981, serving the New York City Police Department first as a police officer, and then as a Police Academy instructor, in-service trainer, and curriculum developer. After receiving an MPA in 1984 and J.D. in 1989, he worked as a trial attorney with the firm of Cummings & Lockwood in Stamford, CT. Presently, he is the chair of Iona College's Criminal Justice department, where he also conducts funded research, publishes scholarly papers and lectures widely on the topics of police performance measurement, integrity management and law enforcement training systems.

Dr. O'Connell has provided consulting services to a variety of government agencies, including assessment of existing policing policies and practices and development of proactive management strategies. Over the years, he has collaborated with the Center for Technology in Government (Albany, NY), Giuliani Partners (New York, NY) and the Center for Society, Law, and Justice (University of New Orleans). Dr. O'Connell recently was awarded a Fulbright Grant working with the Turkish National Police.

SENIOR ASSOCIATE

CHIEF MARILYN DIAZ (RET.), B.S., M.S.

Retired Chief of Police, Sierra Madre, and Retired Commander, Pasadena, California Police Department.

BACKGROUND

In 1974 Marilyn Diaz began her career when she was hired as the first woman to be directly assigned as a patrol officer in the Pasadena Police Department. She promoted through the ranks, and in 2006 Marilyn retired as a Commander, where she led the Administrative Services and Field Operations Divisions.

In March of 2006 Marilyn was appointed as Sierra Madre's Chief of Police. Chief Diaz was the first woman in Los Angeles County to become chief of a municipal police department. Marilyn retired from the Sierra Madre Police Department in December 2011.

Ms. Diaz has a Master's degree in Education from the University of Southern California, and earned her Bachelor's degree in Police Science at California State University, Los Angeles.

Marilyn Diaz has served on the boards of Women at Work, Boy Scouts of America, Pacific Clinics, and the Caltech Women's Club. Marilyn also serves as a docent for the Caltech Architectural Tour Service, and is on the Caltech Women's Club Board. Marilyn is President of the Rotary Club of Sierra Madre for 2013-2014. She also teaches Youth Protection at the Rotary District level.

ASSOCIATE

CHIEF DEMOSTHENES M. LONG (RET.) ED.D. JD, MA

Former Assistant Chief of NYPD, Commanding Officer NYPD Police Academy, Former Deputy Commissioner / Undersheriff Westchester County Public Safety Department

BACKGROUND

Chief Long has 30 years' law enforcement experience, including 21 years with The New York City Police Department where he retired as Assistant Chief. His assignments included Commanding Officer, School Safety Division, where he managed 4,600 police officers and school safety agents and administered an operating budget of $133 million. He served as Commanding Officer, Office of Deputy Commissioner Community Affairs where he was responsible for developing, implementing and assessing programs to strengthen police/community relations; Commanding Officer, Police Academy, responsible for providing entry-level, in-service, promotional and executive level training for 53,000 uniform and civilian members of the Department; Executive Officer, Office of the First Deputy Commissioner and Executive Officer, 47th Precinct and also assignment as Supervisor of Patrol for 17 Bronx Precincts, Transit Districts and Housing Police Service Areas.

After retiring from the NYPD, he was appointed as First Deputy Commissioner / Undersheriff for the Westchester County Department of Public Safety. Responsibilities include the administrative planning, organization, coordination, execution, and control of the fiscal, administrative, support and training functions of the 325 member police department.

He holds a Doctor of Education Degree in Executive Leadership from St. John Fisher College, a Juris Doctor Degree from New York Law School, and Master of Arts and Bachelor of Science degrees from John Jay College of Criminal Justice.

ASSOCIATE

CHIEF CRAIG JUNGINGER, BS, MPA

Chief of Police, Gresham, Oregon

BACKGROUND

Chief Junginger has 26 years' experience as a law enforcement professional. He has served as the Chief of the Gresham, Oregon Police since December 2008, a community of 110,000 population just to the east of Portland. He currently leads a department of 160 personnel both sworn and civilian with a budget of $29 million.

Chief Junginger began his career at the Bell-Cudahy Police department in 1979. He worked as a K-9 Officer, Detective, and Patrol Officer. In 1985 he transferred to the Huntington Beach Police Department where he remained until his retirement in November 2008. While at Huntington Beach, he was a Patrol Officer, Beach Detail Officer, Field Training Officer, SWAT Officer, Traffic Motor Officers, Community Policing Officer, and Narcotics Detective. In 1999 he promoted to Sergeant where he worked Patrol, Downtown Foot Beat, Support Services, Vice and Intelligence and Internal Affairs. He promoted to Lieutenant in 2003 and worked as the Community Policing Commander responsible for all major event planning, Watch Commander and as the Chief's Executive Officer. In 2007 he promoted to the rank of Captain and was assigned to Administrative Operations consisting of Communications, Budget, Personnel, and Property and Evidence.

He holds a Master's Degree from California State University, Long Beach, a Bachelor's Degree from University of La Verne and an Associate's Degree from Rio Hondo Community College.

He attended the FBI National Academy Class 224 in Quantico Virginia, California Post Command College, West Point Leadership Program, POST Executive Development Program and the POST Supervisory Leadership Institute. While in Command College he was published for his article "How will we train police recruits of the millennial generation in the year 2012."

He was awarded the Medal of Valor in 1989 for his encounter with an armed bank robber.

PROJECT SCHEDULE

Milestone 1 – Full execution of the agreement
Agreement will identify Project Launch date.

Milestone 2 – Project Launch
We will conduct an interactive telephone conference with local government contacts. Our project leads will launch the project by clarifying and confirming expectations, detailing study parameters, and commencing information gathering.

Milestone 3a – Information Gathering and Data Extraction – 30 Days
Immediately following project launch, the police operations lead will deliver an information request to the department. This is an extensive request which provides us with a detailed understanding of the department's operations. Our experience is that it typically takes an agency several weeks to accumulate and digitize the information. We will provide instructions concerning uploading materials to our website. When necessary, the lead will hold a telephone conference to discuss items contained in the request. The team lead will review this material prior to an on-site visit.

Milestone 3b – Data Extraction and Analysis – 14 Days
Also, immediately following the project launch the Data Lead will submit a preliminary data request, which will evaluate the quality of the Computer Aided Dispatch (CAD) system data. This will be followed by a comprehensive request for data from the CAD system to conduct the response and workload analysis. This request requires a concerted effort and focused response from your department to ensure the timely production of required for analysis. Delays in this process will likely extend the entire project and impact the delivery of final report. The data team will extract one year's worth of Calls for Service (CFS) from the CAD system. Once the Data Team is confident the data are accurate, they will certify that they have all the data necessary to complete the analysis.

Milestone 3c – Data Certification – 14 days

Milestone 4a – Data Analysis and Delivery of Draft Data Report – 30 days
Within thirty days of data certification, the analysis will be completed and a draft, unedited data report will be delivered to each of the departments for their review and comment. After the data draft report is delivered, an on-site visit by the operations team will be scheduled.

Milestone 4b – Departmental Review of Draft Data Report – 14 days
The department will have 10 days to review and comment on the draft unedited data analysis. During this time, our Data team will be available to discuss the draft report. The Department must specify all concerns with the draft report at one time.

Milestone 4c – Final Data Report – 10 days
After receipt of the department's comments, the data report will be finalized within 10 days.

Milestone 5 – Conduct On-Site Visit – 30 days
Subject matter experts will perform an on-site visit within 30 days of the delivery of the draft data report.

Milestone 6 – Draft Operations Report – 30 days
Within 30 days of the last on-site visit, the operations team will provide a draft operations report to each department. Again, the departments will have 10 days to review and comment.

Milestone 7 – Final Report 15 days
Once the Department's comments and concerns are received by CPSM the combined final report will be delivered to the city within 15 days.

TOTAL ELAPSED TIME: 105 – 135 days

THE CPSM APPROACH

The CPSM team developed a standardized approach to conducting analyses of police departments by combining the experience sets of dozens of subject matter experts.

We begin projects with a request for data, documents, and worksheets.

Next, we extract raw data on calls for service from an agency's computer aided dispatch system. The data are sorted and analyzed to identify performance indicators (i.e., response times, workload by time, multiple unit dispatching, etc.) for comparison to industry benchmarks. Performance indicators are valuable measures of agency efficiency and effectiveness. The findings are shown in tabular as well as graphic form and follow a standard format for presentation of the analyzed data. While the format will be similar from community to community, the data reported are unique to the specific agency.

CPSM also conducts an on-site operational review. Here the performance indicators serve as the basis for the operational reviews. Prior to any on-site arrival of an CPSM team, agencies are asked to compile several key operational documents (i.e., policies and procedures, assets lists, etc.). Most on-site reviews consist of interviews with management and supervisors, as well as rank and file officers; attendance at roll calls and ride-alongs with officers. We review case files with investigators and observe dispatch operations to assess compliance with the provided written documentation.

Because of on- site visits and data assessments, our subject matter experts produce a SWOT analysis (strengths, weaknesses, opportunities, and threats of the department). We have found that this standardized approach ensures that we measure and observe all of the critical components of agencies.

Additionally, this methodology can be integrated with ongoing support customized to the unique needs of your community. Strategic planning, risk assessment, and training services are also available to assist with the implementation of CPSM recommendations and developing new processes and programs that may arise as implementation evolves.

The following information describes the CPSM approach to studying, understanding, evaluating, and reporting on police departments around the country. Although no two police departments are the same, a standardized approach to department evaluation ensures a rigorous and methodological process that permits benchmarking, comparing, and assessing within the context of the best practices of American law enforcement. However, each locality has unique characteristics that present policing challenges. Integrating a standardized approach within the context of local variability permits an accurate assessment of the organization in its political environment, and further permits CPSM to offer recommendations that comport with the best practices in policing, yet tailor-made for the client community.

I. Benchmark the community

It is essential to understand the service levels, protection needs, community dynamics, and overall environment within which the police department operates. If necessary to do so, the CPSM study may involve interviews directed at stakeholders in the community which could include elected officials and employee labor representatives who would be contacted to solicit their opinions about the department, the public safety needs of their constituency, and the perceived gaps in service levels currently provided. CPSM may work with the agency to identify community members that can provide this important information. Additionally, the department will be compared to organizations of similar size with respect to crime, demographics, and cost-efficiency.

II. Patrol Operations

Police agencies routinely speak about "recommended officers per 1,000 population" or a "National Standard" for staffing or comparisons to other municipalities. There are no such standards, nor are there "recommended numbers of "officer per thousand". The International Association of Chiefs of Police (IACP) states; "Ready-made, universally applicable patrol staffing standards do not exist. Ratios, such as officers-per-thousand population, are totally inappropriate as a basis for staffing decisions."

Staffing decisions, particularly in patrol, must be made based upon actual workload and very few police agencies have the capability of conducting that analysis. Once an analysis of the actual workload is made, then a determination can be made as to the amount of discretionary patrol time that should exist, consistent with the local government's ability to fund.

CPSM's team of doctoral level experts in Operations Research in Public Safety have created in ***The CPSM Patrol Workload & Deployment Analysis System©*** the ability to produce detailed information on workload even in those agencies without sophisticated management information systems. Using the raw data extracted from the police department's CAD system our team converts calls for service into police services workload and then effectively graphs workload reflecting seasonally, weekday / weekend and time of day variables. Using this information, the police department can contrast actual workload with deployment and identify the amount of discretionary patrol time available (as well as time commitments to other police activities.

Police service workload differentiates from calls for service in that calls for service are a number reflecting the incidents recorded. Workload is a time measurement recording the actual amount of police time required to handle calls for service from inception to completion. Various types of police service calls require differing amounts of time (and thus affect staffing requirements). As such, call volume (number of calls) as a percentage of total number of calls could be significantly different than workload in a specific area as a percentage of total workload. The graph below demonstrates this difference in units.

CPSM has found that the most effective way to manage operations, including policing, is to make decisions based upon the interpretation and analysis of data and information.

To achieve this, a data analysis of police department workload, staffing and deployment will be conducted. By objectively looking at the availability of deployed hours and comparing those to the hours necessary to conduct operations, staffing expansion and/or reductions can be determined and projected. Additionally, the time necessary to conduct proactive police activities (such as team-led enforcement, directed patrol, community policing and selected traffic enforcement) will be reviewed to provide the city with a meaningful methodology to determine appropriate costing allocation models.

Workload vs. deployment analysis sample

This is one of the ways we show the amount of available, non-committed patrol time compared to workload. As you can see we break out the various activities, convert them to time and then compare to available manpower. The deployment is based upon actual hours worked.

So, in this example, at noon there are approximately 9 hours of work (including citizen initiated & officer initiated calls for services, including traffic) and administrative activities (meals, vehicle, reports, etc.). There are approximately 15 man hours of available resources meaning that at that hour, on average, of the 15 officers on duty 9 are busy on activities.

The area shown in green and brown is uncommitted time. This is the area where staffing decisions impact – it becomes a policy issue as to how much uncommitted time a city wants, and is willing to pay for.

Figure 7: Deployment and Main Workload, Weekdays, Summer

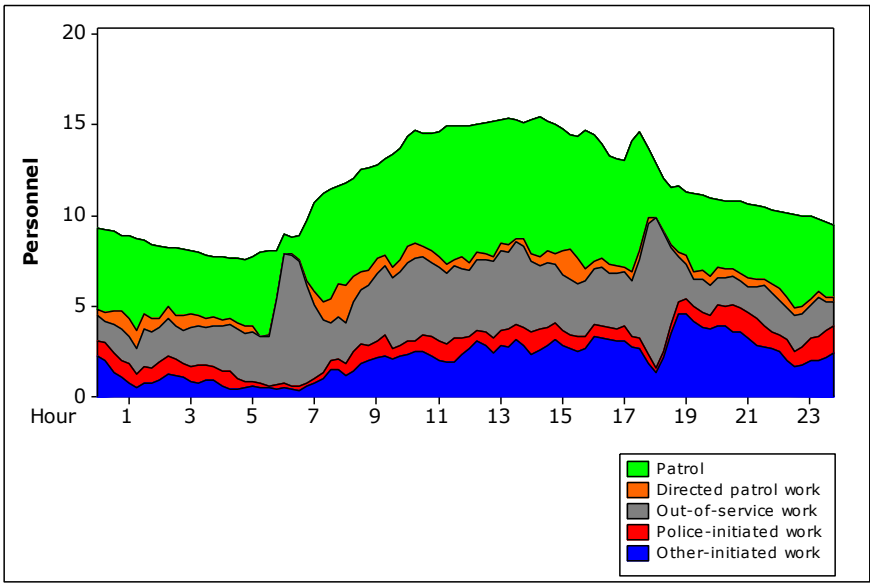
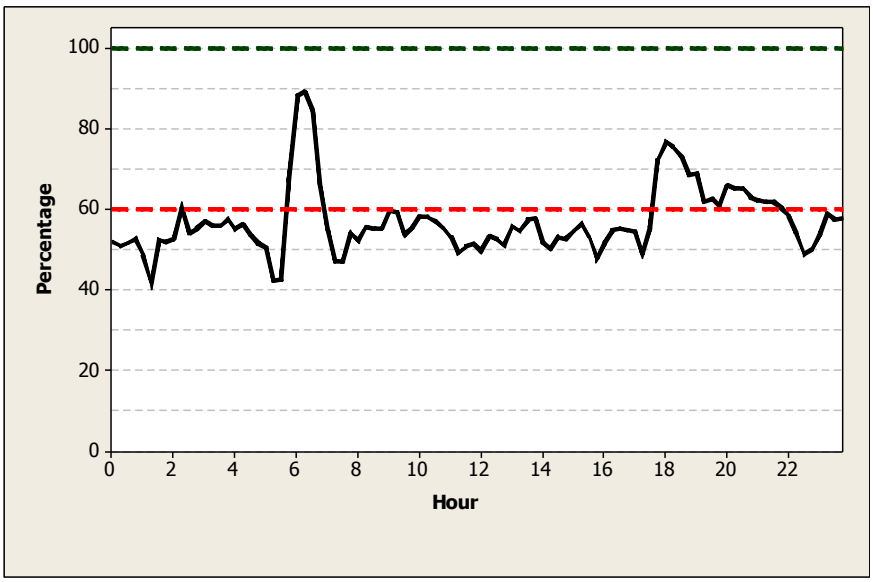


Figure 8: Workload Percentage by Hour, Weekdays, Summer



Workload vs. Deployment – Weekdays, Summer

Avg. Workload:	6.5 officers per hour
Avg. % Deployed (SI):	57 percent
Peak SI:	89 percent
Peak SI Time:	6:15 a.m.

The CPSM study will result in the calculation of service demands placed on the department, workload levels, service times for calls for service, and response times. This information is developed by first extracting data from the departments CAD system. The extracted information is then processed and workload is calculated. This workload is then compared to deployment levels. The product of this analysis is the variance between service demands and available personnel, and appropriate recommendations made for staffing levels and an optimal deployment schedule to meet these service demands. This permits exploration of the following questions:

- What are the service demands made by the public as measured through the CAD system?
- What is the workload?
- Based on this workload is the alignment of Districts and Divisions appropriate?
- Based on the workload is the shift schedule aligned appropriately and what alternatives to the current shift plan are most efficient?
- How many police officers and supervisors are need to staff the patrol function to meet the workload demands placed on the agency?
- How long does it take to respond to calls for service (both response time and total time) and what ways are there to reduce these times?
- How many officers are assigned to each call and what are the ways to minimize these assignments?
- What categories of call, and in what frequency, does the agency handle and what measures can be adopted to minimize unnecessary responses?
- How much time is spent on administrative duties?
- How much time is spent on directed patrol activities and specialized enforcement?

The study will determine the gaps in patrol coverage and recommendations for modifying temporal and spatial deployment. With the appropriate "best fit" of patrol coverage identified, a determination can be made about the exact number of officers required to meet service demands, and in what shift/district/division combinations to maximize resources.

In addition to the analysis of patrol operations from the CAD system and workload, the CPSM study will focus on the qualitative aspects of patrol. The study will observe officers on patrol through ride-alongs, interviews, and general observations. We will amass all available documents, plans, and data available to understand the patrol approach in the department. We will observe the special operations teams, the problem/nuisance unit, etc. to evaluate their role within the overall mission of the department and patrol operations. We will evaluate the performance of the units, identify improvement opportunities, and justify and recommend appropriate staffing levels

The CPSM study will also evaluate the implementation of technology on patrol, weapons available, and equipment used with opportunities for improvement.

CPSM advocates community policing as its operational philosophy. The CPSM study would evaluate the implementation of community policing, in quantifiable and anecdotal terms, and identify improvement opportunities where appropriate.

Similarly, the CPSM study would evaluate the relationship of patrol operations with the rest of the department. To what extent does this bureau work, coordinate, and communicate with the other operational and support functions of the department? How should it? What are the strategic, management, and planning functions of the department with regards to the patrol function and how does patrol operations respond to the mission of the organization? How are crime, traffic, disorder, and quality of life problems handled?

III. Investigations

The CPSM study will assess investigations – both reactive and proactive. The CPSM team will explore the following questions:

- Staffing – Are there sufficient investigators available to handle the workload?
- Workload – What is the workload; how many cases do investigators handle; is the specialization appropriate?
- Case management – Is there an effective case management system in place?
- Effectiveness & Efficiency – How much time does it take to investigate cases? Are victims kept informed? Are cases cleared and offenders held accountable? How much overtime is spent?
- Intelligence – How is intelligence gathered and disseminated (inside and outside the department)? Does the investigations function make use of intelligence?
- Civilianization opportunities – What are the potential areas for civilianization?
- Technological opportunities – Is technology being leveraged to improve investigations?
- Crime scene – Are crime scenes being processed efficiently, and are appropriate follow-up investigations being conducted?
- Proactive Investigations – the same approach and inquires found in sections above are applied to each specialized investigative unit in the department.
  - Narcotics
  - Violent Offenders
  - Warrants and Fugitives
  - Bombings and Arson
  - Fraud/Cyber crimes
  - All other specialized investigations units

CPSM will essentially evaluate each investigative unit operating in the agency. This evaluation will assess the performance of the unit, how the unit operates within the overall mission of the department, compare operations to best practices in law enforcement, identify improvement opportunities, and identify appropriate staffing levels.

IV. Administration and Support

Once again, CPSM will evaluate every administrative and support unit in the police department. This evaluation will involve:

- Staffing;
- Workload;
- Civilianization possibilities;
- Cost saving opportunities;
- Out-sourcing opportunities;

Best practice comparisons and opportunities for improvement.

The CPSM team has subject matter experts in police management and administration and will explore administration and support activities in the area of professional standards (Internal investigations, hiring and recruitment, disciplinary system, promotional system), training (both academy and in-service), records management, evaluating the critical, frequent, and high liability policies, facility, fleet, equipment, information technology, property management system, laboratory, planning and research, sick-time management, overtime, communications and dispatch, etc.

In general, we look at every unit identified as a discrete operational/support entity for the following:

- Describe the functions of the unit;
- Evaluate the performance of the unit. In most cases this is a quantitative; evaluation, but in units not appropriate for quantification, a qualitative evaluation is provided;
- Identification of improvement opportunities
- An evaluation and justification, and recommendation for appropriate staffing levels.

V. Organizational Culture

During the operational evaluation described above, organizational "themes" emerge. What does the department "think" about providing police service to the community and how does this thinking align with the stated mission and department policies? How does the department interact with the community and internally with its own members? In general, what is the culture of the organization?

The culture of a police organization reflects its members and the community it serves. Through focus groups, interviews, and observations, the CPSM team will evaluate operational readiness and need. This part of the CPSM study is critical to the overall success of the project as it provides a better understanding of the police department and how the workload, staffing, and community dynamics shape the mission, goals, operations, and needs of the organization. In addition, as an option, every member of the department can be given the opportunity to participate in an anonymous survey. This survey is designed to understand the culture of the department, assess internal and external communications, and determine what it "thinks" about various elements of organizational life.

VI. Organizational Structure and Administration

Based on the above, we can analyze current management structure and practice and make recommendations to improve organizational administration. The product of this analysis is a proposed staffing mode. The product of this analysis also generally ends up with a leaner, flatter, and more efficient organizational design.

VII. Performance Management

The overarching philosophy of the CPSM approach is to evaluate the police department in terms of performance management. Identifying workload, staffing, and best practices is just the beginning. It is also important to assess the organization 's ability to carry out its mission. Essentially, does the police department know its goals, and how does it know they are being met. It is very difficult for an organization to succeed at any given level of staffing unless it has a clear picture of success. How does the department "think" about its mission, how does it identify and measure what's important to the community, how does it communicate internally and externally, how does it hold managers accountable, and how does it know the job is getting done? The CPSM team will evaluate the department and make recommendations to assist with improving capacity in this area, if necessary. In addition, CPSM can offer performance management training and mentoring services to support organizational success.

PROPOSED FEES

The quotation of fees and compensation shall remain firm for a period of 90 days from this proposal submission.

CPSM will conduct the analysis of the police department for $62,000 exclusive of travel. The project would be billed in three installments: 40% upon signing the contract; 40% with delivery of the police draft data analysis; 20% with delivery of the draft final report. Following delivery of the draft reports, the city will have 30 days to provide comments as to accuracy and a final report will be delivered within 30 days of the comment period.

Travel expenses will be billed as incurred as actual cost with no overhead or administrative fees.

NOTE: If the chief administrative officers is a member of ICMA the fee, exclusive of travel costs, will be reduced by 10% to $55,800.

Deliverables
Draft reports will be provided for department review in electronic format.

To be ecologically friendly, CPSM will deliver the final report in computer readable material either by email or CD or both. The final reports will incorporate the operational as well as data analysis. Should the municipality desire additional copies of the report, CPSM will produce and deliver whatever number of copies the client request and will invoice the client at cost.

Should the local government desire additional support or in-person presentation of findings, CPSM will assign staff for such meetings at a cost of $2,500 per day/per person along with reimbursement of travel expenses.

CONCLUSION

Part of ICMA's mission is to assist local governments in achieving excellence through information and assistance. Following this mission, Center for Public Safety Management, LLC acts as a trusted advisor, assisting local governments in an objective manner. CPSM's experience in dealing with public safety issues combined with its background in performance measurement, achievement of efficiencies, and genuine community engagement, makes CPSM a unique and beneficial partner in dealing with issues such as those being presented in this proposal. We look forward to working with you further.

PAST & CURRENT ENGAGMENTS

LOCALITY	ST	PROJECT DESCRIPTION
Edmonton	AB	Comprehensive Analysis of Fire Services.
Leduc	AB	Fire Consolidation Plan
Leduc	AB	Comprehensive Analysis of Fire Services.
Kenai	AK	Comprehensive Analysis of Fire Services
Anniston	AL	Comprehensive Analysis of Police Services
Auburn	AL	Comprehensive Analysis of Fire Services
Auburn	AL	Comprehensive Analysis of Police Services
Dothan	AL	Comprehensive Analysis of Police Services
Casa Grande	AZ	Comprehensive Analysis of Police Services
Florence	AZ	Comprehensive Analysis of Police Services
Lake Havasu City	AZ	Comprehensive Analysis of Police Services
Lake Havasu City	AZ	Comprehensive Analysis of Fire Services
Florence	AZ	Comprehensive Analysis of Sheriff's Office
Prescott	AZ	Comprehensive Analysis of Fire Services
Prescott	AZ	Comprehensive Analysis of Police Services
Queen Creek	AZ	Police Strategic Plan
Queen Creek	AZ	Comprehensive Analysis of Fire services
Scottsdale	AZ	Comprehensive Analysis of Police Services
Tucson	AZ	Comprehensive Analysis of Police Services
Youngtown	AZ	Comprehensive Analysis of Police Services
Alameda	CA	Comprehensive Analysis of Fire Services
Alameda	CA	Comprehensive Analysis of Police Services
Burbank	CA	Analysis of Investigations Workload / Staffing
Carlsbad	CA	Comprehensive Analysis of Police Services
El Centro	CA	Comprehensive Analysis of Police Services
Hermosa Beach	CA	Comprehensive Analysis of Fire services
Hermosa Beach	CA	Comprehensive Analysis of Police Services
Laguna Woods	CA	Review of Sheriff's Office Service
Morgan Hill	CA	Comprehensive Analysis of Police Services
Morgan Hill	CA	Comprehensive Analysis of Fire Services
Palm Desert	CA	Comprehensive Analysis of Fire Services
Palo Alto	CA	Comprehensive Analysis of Fire Services
San Jose	CA	Fire Study
San Jose	CA	Police Study
San Mateo	CA	Dispatch Operations Review
Santa Ana	CA	Comprehensive Analysis of Police Services

Santa Clara	CA	Comprehensive Analysis of Police Services
Santa Monica	CA	Police Chief Selection
Santa Rosa	CA	Performance Measurement Analysis
Stockton	CA	Comprehensive Analysis of Police Services
Stockton	CA	Comprehensive Analysis of Fire Services
Woodland	CA	Police Chief Selection
Yuba City	CA	Comprehensive Analysis of Fire Services
Yuba City	CA	Comprehensive Analysis of Police Services
Federal Heights	CO	Comprehensive analysis of Police Services
Federal Heights	CO	Comprehensive analysis of Fire Services
Littleton	CO	Comprehensive Analysis of Fire Services
Steamboat Springs	CO	Comprehensive Analysis of Fire Services
Cheshire	CT	Police Management Review
Southington	CT	Comprehensive Analysis of Fire Services
Dover	DE	Comprehensive Analysis of Police Department
Dover	DE	Comprehensive Analysis of Fire Services
Alachua	FL	Expert Witness Law Enforcement Issues
BCCMA	FL	Analysis of Broward Sheriff's Office Contract Services
Tamarac	FL	Analysis of Sheriff's Contract Services
Inverness	FL	Comprehensive Analysis of Fire Services
Delray Beach	FL	Comprehensive Analysis of Police Services
Delray Beach	FL	Comprehensive Analysis of Fire Services
Dunedin	FL	Police Consolidation Review
Hollywood	FL	Police Internal Affairs Review
Indian River Shores	FL	Public Safety Staffing Analysis
Indian River Shores	FL	Public Safety Study
Jacksonville Bch	FL	Police Chief Selection
Jupiter	FL	Police and Fire
Hobe Sound	FL	Public Safety Consolidation
Kenneth City	FL	Comprehensive Analysis of Police Services
Miami Beach	FL	Comprehensive analysis of Fire Services
Naples	FL	Presentation
North Port	FL	Comprehensive Analysis of Police Services
Orlando	FL	Expert Witness Law Enforcement Issues
Land O' Lakes	FL	Comprehensive analysis of Fire Services
New Port Richey	FL	Sheriff Budget Analysis
Pompano Beach	FL	Comprehensive Analysis of Police Services
Venice	FL	Comprehensive Analysis of Fire Services
Kingsland	GA	Comprehensive Analysis of Fire Services
Kingsland	GA	Fire Consolidation St Marys
Woodbine	GA	Police Consolidation Study

Garden City	GA	Preliminary Analysis Public Safety Merger
Johns Creek	GA	Analysis of Fire Services
Kingsland	GA	Fire Consolidation Study
Sandy Springs	GA	Comprehensive Analysis of Police Department
St. Marys	GA	Fire Consolidation Study
Boone	IA	Public Safety Consolidation
Boone	IA	Performance Measurement of Municipal
Hayden	ID	Comprehensive Analysis of Police Services
Jerome	ID	Analysis of Police Services
Algonquin	IL	Performance Measurement Analysis
Glenview	IL	Comprehensive Analysis of Police & Fire Services
Glenview	IL	Comprehensive Analysis of Police Services
Glenview	IL	Dispatch Operations Review
Highland	IL	Comprehensive Analysis of Fire Services
Highland Park	IL	Comprehensive Analysis of Fire Consolidation
Highwood	IL	Comprehensive Analysis of Fire Consolidation
Lake Bluff	IL	Analysis of Fire Consolidation
Lake Bluff	IL	Fire Data Review
Lake Forest	IL	Analysis of Fire Consolidation
Lake Zurich	IL	Comprehensive Analysis of fire services
Naperville	IL	Workload, Staffing & Schedule Design
Roseville	IL	Comprehensive Analysis of Police Services
Skokie	IL	Police Study
Western Springs	IL	Comprehensive Analysis of Police Services
Indianapolis	IN	Police Workload & Deployment Services
Plainfield	IN	Comprehensive Analysis of Police Services
Topeka	KS	Preliminary review of Fire Department
Northborough	MA	Comprehensive Analysis of Police Services
Northborough	MA	Comprehensive Analysis of Fire Services
Cambridge	MD	Performance Measurement Study
Annapolis	MD	Comprehensive Analysis of Police Services
Ocean City	MD	Dispatch Operations Review
Ann Arbor	MI	Comprehensive Analysis of Fire Services
Auburn Hills	MI	Comprehensive Analysis of Fire Services
Auburn Hills	MI	Comprehensive Analysis of Police Services
Benton Harbor	MI	Public Safety Consolidation
Chesterfield	MI	Comprehensive Analysis of Police Services
Lansing	MI	Comprehensive Analysis of Police Services
Lansing	MI	Comprehensive Analysis of Fire Services
Detroit	MI	Police Department Review
Douglas	MI	Comprehensive Analysis of Police Services
Flint	MI	Comprehensive Analysis of Fire Services

Flint	MI	Comprehensive Analysis of Police Services
Grand Rapids	MI	Comprehensive Analysis of Police Services
Grand Rapids	MI	Comprehensive Analysis of Fire Services
Kingsley	MI	Comprehensive Analysis of Fire Services
Interlochen	MI	Comprehensive Analysis of Fire Services
Grosse Pointe	MI	Public Safety Consolidation
Grosse Pointe	MI	Public Safety Consolidation
Hamtramck	MI	Police Study
Grand Rapids	MI	Comprehensive Analysis of Police & Fire Services
Grand Rapids	MI	Analysis of Police Services Consolidation
Kentwood	MI	Analysis of Fire Services Consolidation
Flint	MI	Comprehensive Analysis of Police Services
Flint	MI	Comprehensive analysis of Fire Services
Novi	MI	Comprehensive Analysis of Police Services
Novi	MI	Comprehensive analysis of Fire Services
Kalamazoo	MI	Police Workload / Contract for Services Analysis
Petoskey	MI	Public Safety Consolidation
Plymouth	MI	Fire Services Consolidation
Plymouth	MI	Fire Service Analysis
Royal Oak	MI	Comprehensive Analysis of Police Services
Royal Oak	MI	Comprehensive Analysis of Fire Services
Saginaw	MI	Comprehensive Analysis of Police Services
Saginaw	MI	Comprehensive Analysis of Fire Services
Vicksburg	MI	Financial Analysis of Fire Authority
Saint Joseph	MI	Public Safety Consolidation
Sturgis	MI	Public Safety Analysis
Troy	MI	Comprehensive Analysis of Police Services
Troy	MI	Review of Fire Administration and Inspections
Wyoming	MI	Comprehensive Analysis of Police Services 2012
Wyoming	MI	Comprehensive Analysis of Fire Services 2012
Wyoming	MI	Comprehensive Analysis of Police Services 2009
Wyoming	MI	Comprehensive Analysis of Fire Services 2009
Mankato	MN	Public Safety Study
Moorhead	MN	Comprehensive Analysis of Fire Services
Saint Cloud	MN	Police Strategic Planning Review
Saint Cloud	MN	Comprehensive Analysis of Police Services
Brentwood	MO	Comprehensive Analysis of Police Services
Saint Louis	MO	Comprehensive Analysis of Fire Services
Saint Louis	MO	Comprehensive Analysis of Police Services
Saint Louis	MO	Standard of Response / risk assessment
Bozeman	MT	Fire Protection Master Plan
Bald Head Island	NC	Public Safety Staffing Review

Bald Head Island	NC	Public Safety Consolidation
Chapel Hill	NC	Comprehensive Analysis of police services
Cornelius	NC	Fire Consolidation Study
Davidson	NC	Fire Consolidation Study
Greenville	NC	Comprehensive Analysis of Fire Services
Oxford	NC	Comprehensive Analysis of Fire Services
Oxford	NC	Comprehensive Analysis of Police Services
Rocky Mount	NC	AED Grant assistance
Rocky Mount	NC	Comprehensive Analysis of Police Services
Grand Island	NE	Comprehensive Analysis of Police Services
Grand Island	NE	Comprehensive Analysis of Fire Services
South Sioux City	NE	Fire Services Strategic Plan
East Brunswick	NJ	EMS Study
Oradell	NJ	Comprehensive Analysis of Police Services
Paterson	NJ	Comprehensive Analysis of Police Services
South Orange	NJ	Comprehensive Analysis of Police Services
Westwood	NJ	Comprehensive Analysis of Police Services
Bernalillo	NM	Comprehensive Analysis of Fire Services
Las Cruces	NM	Comprehensive Analysis of Fire Services
Las Cruces	NM	Comprehensive Analysis of Police Services
Ruidoso	NM	Comprehensive Analysis of Police Services
Boulder City	NV	Police Organizational Study
Henderson	NV	Comprehensive Analysis of Police Services
Las Vegas	NV	Comprehensive Analysis of Fire Services
North Las Vegas	NV	Fire Workload Analysis
Bria Cliff Manor	NY	Analysis of police consolidation
Garden City	NY	Comprehensive Analysis of Fire Services
Long Beach	NY	Comprehensive Analysis of Fire and EMS services
Armonk	NY	Comprehensive Analysis of Police Services
Oneonta	NY	Comprehensive Analysis of Fire and EMS services
Oneonta	NY	Fire Apparatus Review
Orchard Park	NY	Comprehensive Analysis of Police Services
Ossining	NY	Analysis of police consolidation
Ossining	NY	Analysis of police consolidation
Rye	NY	Police Chief Selection
Watertown	NY	Comprehensive Analysis of Fire Services
Cincinnati	OH	Police Dispatch Review
Dayton	OH	Police Internal Affairs Review
Huron	OH	Comprehensive Analysis of Police Services
Huron	OH	Comprehensive Analysis of Fire Services
Independence	OH	Comprehensive Analysis of Police Services
Independence	OH	Comprehensive Analysis of Fire Services

Sandusky	OH	Fire Study
Sandusky	OH	Police Study
Broken Arrow	OK	Comprehensive Analysis of Police Services
Broken Arrow	OK	Comprehensive Analysis of Fire Services
Edmond	OK	Comprehensive Analysis of Police Services
Jenks	OK	Comprehensive Analysis of Police Services
Jenks	OK	Comprehensive Analysis of Fire Services
Muskogee	OK	Comprehensive Analysis of Police Services
Tulsa	OK	Comprehensive Analysis of Fire Services
Bend	OR	Comprehensive Analysis of Police Services
Grants Pass	OR	Comprehensive Analysis of Fire Services
Grants Pass	OR	Comprehensive Analysis of Police Services
Grants Pass	OR	Public Safety Strategic Plan Development
Ontario	OR	Comprehensive Analysis of Police Services
Ontario	OR	Comprehensive Analysis of Fire Services
Mohnton	PA	Comprehensive Analysis of Police Services
Mohnton	PA	Police Chief Selection
Ephrata	PA	Comprehensive Analysis of Police Services
Farrell	PA	Comprehensive Analysis of Police Services
Jamestown	PA	Comprehensive Analysis of Police Services
Wrightsville	PA	Comprehensive Analysis of Police Services
Lancaster	PA	Police Study
Berwyn	PA	Comprehensive Analysis of Police Services
East Providence	RI	Comprehensive Analysis of Fire Services
East Providence	RI	Expert Witness Fire Issues
Beaufort	SC	Review of Fire Service Contract
Beaufort	SC	Comprehensive Analysis of Police Services
Beaufort	SC	Comprehensive Analysis of Fire Services
Walterboro	SC	Comprehensive Analysis of Public Safety Dept.
Rapid City	SD	Comprehensive Analysis of Fire Services
Germantown	TN	Comprehensive Analysis of Fire Services
Johnson City	TN	Comprehensive Analysis of Fire Services
Johnson City	TN	Comprehensive Analysis of Police Services
Smyrna	TN	Comprehensive Analysis of Police Services
Smyrna	TN	Comprehensive Analysis of Fire Services
Addison	TX	Comprehensive Analysis of Fire Services
Addison	TX	Comprehensive Analysis of Police Services
Baytown	TX	EMS Study
Belton	TX	Comprehensive Analysis of Police Services
Belton	TX	Comprehensive Analysis of Fire Services
Belton	TX	Police Chief Selection
Belton	TX	Fire Chief Selection

Buda	TX	Comprehensive Analysis of Police Services
Cedar Park	TX	Comprehensive Analysis of Police Services
Conroe	TX	Fire Services Analysis and Standard of Response
Frisco	TX	Comprehensive Analysis of Fire Services
Highland Village	TX	Fire Review
Hutto	TX	Comprehensive Analysis of Fire Services
Lucas	TX	Fire and EMS Analysis
New Braunfels	TX	Fire Study
New Braunfels	TX	Police Study
Prosper	TX	Comprehensive Analysis of Police Services
Round Rock	TX	Comprehensive Analysis of Fire Services
Sugarland	TX	Fire Department Overtime Analysis
Sugarland	TX	Comprehensive Analysis of Fire Services
Victoria	TX	Comprehensive Analysis of Police Services
Washington City	UT	Comprehensive Public Safety Analysis
Hampton	VA	Police Chief Selection
Leesburg	VA	Comprehensive Analysis of Sheriff Services
Leesburg	VA	Comprehensive Analysis of Fire Services
Bonney Lake	WA	Comprehensive Analysis of Police Services
Lacey	WA	Comprehensive Analysis of Fire Services
Snoqualmie	WA	Police Workload & Deployment Analysis
Spokane Valley	WA	Comprehensive Analysis of Police Services
Vancouver	WA	Comprehensive Analysis of Police Services
Vancouver	WA	Police Chief Selection
Menomonie	WI	Sheriff Office Study
Wauwatosa	WI	Comprehensive Analysis of Fire Services
Wauwatosa	WI	Comprehensive Analysis of Police Services
Jackson	WY	Police Consolidation Review
Laramie	WY	Comprehensive Analysis of Police Services
Jackson	WY	Police Consolidation Review

CONTRACT FOR INDEPENDENT CONTRACTOR/PROFESSIONAL SERVICES

This Contract is made as of the _____day of _____, 2017 by and between the City of _____, a municipal corporation of the State of _____, (hereinafter "the CITY"), and the Center for Public Safety Management, LLC (CPSM) the exclusive provider of public safety technical assistance for the International City/County Management Association, a Domestic Limited Liability Company, organized under the laws of the District of Columbia whose principal office is located at 475 K Street, NW, Suite 702, Washington, D.C. 20001, (hereinafter "the CONTRACTOR") and whose Federal I.D. number is 46-5366606.

WHEREAS, the CITY desires to retain the CONTRACTOR, and the CONTRACTOR desires to be retained, pursuant to the proposal scope of services attached hereto as Exhibit "A" and incorporated herein in its entirety;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the CITY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The services to be rendered by CONTRACTOR under this Contract are set forth in Exhibit "A" (proposal) attached hereto.

ARTICLE 2 - SCHEDULE

The schedule for services to be rendered by CONTRACTOR is set forth in Exhibit "A" (The Proposal) attached hereto. The Project Launch date as described in Exhibit A shall be _____.The project and final deliverables shall be completed per the schedule in Exhibit "A", which is approximately one hundred thirty-five (135) days after this Agreement is fully executed, subject to a mutually agreeable extension if necessary. The delivery of an "Operations" and "Data Analysis" draft report shall indicate conclusion of the work anticipated in the proposal. Following delivery of the draft reports, the CITY shall have 30 days to submit any changes it finds prudent or necessary. Sixty days from the delivery of the draft reports, the final report shall be produced and transmitted electronically. Both of these time periods shall be in addition to the time period for conducting the analysis and will not require extensions of the contract. The CITY may elect to engage optional language in the contract to request a final in-person presentation which shall be done outside of the time parameters of this contract.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

Invoices shall be due and payable upon receipt. Payments received more than 30 days after invoice date will incur a 2% late fee. Payment by the CITY under this Contract shall be governed by Exhibit "A".

Payments by direct deposit (preferred method) shall be sent to:

Routing No.: 052000113

Account No. : 9856252680

Payments by check to the CONTRACTOR shall be sent to:

CPSM
c/o Bastian Accounting, LLC
P.O. Box 199
Amherst, NY 14226

Invoices to the CITY should be sent to:

Name: City of Cocoa
Attn: Accounts Payable
Address: 65 Stone Street
Cocoa, Florida 32922

Email: accountspayable@cocoafl.org
Phone: (321) 433-8633

ARTICLE 4 - TERMINATION

Unless the CONTRACTOR is in breach of the Contract, the CONTRACTOR shall be paid for services rendered to the CITY's satisfaction through the date of termination. This is a legal-binding contract and cannot be terminated without cause. After receipt of a termination notice and except as otherwise directed by the CITY, the CONTRACTOR shall:

A. Stop work on the date and to the extent specified;
B. Transfer all work in process, completed work, and other materials related to the terminated work to the CITY; and
C. Continue and complete all parts of the work that have not been terminated.

ARTICLE 5 - PERSONNEL

The CONTRACTOR is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor, and not an employee, or agent of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR's relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY.

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY, nor shall such personnel be entitled to any benefits of the CITY including, but not limited to, pension, health and workers' compensation benefits.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel consistent with applicable technical and professional standards in the field.

ARTICLE 6 - AVAILABILITY OF FUNDS

The CITY's elected body has appropriated sufficient funds in the operating budget(s) for which the work to be performed will occur and until the contract has been fully executed.

ARTICLE 7 - INSURANCE REQUIREMENTS

The CONTRACTOR will be required to provide certificates of insurance showing that it carries, or has in force, automobile liability insurance, general liability insurance and professional liability insurance. Limits of liability for automobile liability insurance shall be, at a minimum, $1,000,000.00 combined single limit. Limits of liability for general liability insurance shall be, at a minimum, $1,000,000.00 per occurrence, $1,000,000.00 personal and advertising injury, $1,000,000.00 general aggregate and $1,000,000.00 products/completed operations aggregate. General liability insurance will include coverage for contractually assumed liability. Limits of liability for professional liability insurance shall

be, at a minimum, $1,000,000.00 per occurrence/claim and $1,000,000.00 aggregate. If the general liability insurance coverage and/or the professional liability insurance coverage is on a claims-made basis, the CONTRACTOR will maintain coverage in force for a period of two (2) years following the termination of the contract at the limits specified in this paragraph. The CONTRACTOR is responsible for the payment of any deductibles or self-insured retentions.

The CITY will be named as additional insured under the CONTRACTOR's general liability insurance and automobile liability insurance policies.

The CONTRACTOR agrees to indemnify, hold harmless, and defend the CITY, its officials, representatives, agents, servants, and employees from and against any and all claims, actions, lawsuits, damages, judgments, liability and expense, including attorneys fees and litigation expenses, in whole or in part arising out of, connected with, or in any way associated with the activities of the CONTRACTOR, its employees, or its sub-contractors in connection with the work to be performed under this contract.

ARTICLE 8 - SUCCESSORS AND ASSIGNS

The CITY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as stated above, neither the CITY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONTRACTOR.

ARTICLE 9 – LAW GOVERNING THIS CONTRACT

The Contract shall be governed by the laws of the State of _____. Any and all legal action necessary to enforce the Contract will be held in _____ County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Dispute Resolution

In case of a dispute regarding the interpretation of any part of this Contract, the Parties shall use their best efforts to arrive at a mutually acceptable resolution. The CONTRACTOR shall proceed diligently with its performance of the work under this Contract pending the final resolution of any dispute arising or relating to this Contract. The Client shall continue to pay the CONTRACTOR for its performance under the Contract except for those items related to the dispute.

ARTICLE 10 - CONFLICT OF INTEREST

The CONTRACTOR represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required.

CONTRACTOR employees, subject matter experts, or subcontractors may undertake outside professional activities provided such activity and involvement does not conflict or interfere with this Contract. In addition, employees, subject matter experts, or subcontractors will not directly or indirectly, alone or with others, engage in or have any interest in any person, firm, or entity that engages in any business activity that is competitive with the business performed under this Contract.

ARTICLE 11 - EXCUSABLE DELAYS

The PARTIES shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the PARTIES and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; and abnormally severe and unusual weather conditions.

Upon either PARTY'S request, the other PARTY shall consider the facts and extent of any failure to perform the work and, if the PARTY'S failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly to a newly agreed upon timeline. It shall be the responsibility of the PARTIES to notify the other PARTY promptly in writing whenever a delay is anticipated or experienced, and to inform the other PARTY of all facts and details related to the delay.

ARTICLE 12 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the CITY's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CITY's expense shall be and remain the CITY property and may be reproduced and reused at the discretion of the CITY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 13 - NONDISCRIMINATION

The 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, and sexual orientation.

ARTICLE 14 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Contract, the successful or prevailing party will be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party may be entitled.

ARTICLE 15 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 16 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONTRACTOR agree that this Contract together with the Exhibits hereto, sets forth the entire agreement 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 17 - Modification and Changes. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this contract will supersede and prevail over the terms in the incorporated Exhibits.

ARTICLE 17 – MODIFICATIONS AND CHANGES

Only the **CITY's Contracting Officer** or his/her representative has authority to issue modifications to this Contract that materially change or modify any of the specifications, terms, or conditions of this Contract.

Only the **CITY's Contracting Officer** may, by written order, make changes within the scope of work of this contract including but not limited to any one or more of the following: (a) description of services to be performed; and (b) period of performance.

No change order shall be binding unless so issued by the **CITY's Contracting Officer** in writing and, until approved by the **CONTRACTOR'S** Contracting Administrator or their designated representative unless they are of an administrative matter.

ARTICLE 18 - NOTICE

All notices given under this Contract shall be sent by certified mail, return receipt requested, and if sent to the (name of client) shall be mailed to:

XXXX
XXXX
XXXX
XXXX

and if sent to the CONTRACTOR shall be mailed to:

Director of Research & Project Development
Center for Public Safety Management, LLC
475 K Street NW, Suite 702
Washington, DC 20001

IN WITNESS WHEREOF, the Parties hereto agreed to all that is written herein and included within Exhibit "A".

_____ OF _____, STATE OF _____

SIGNED	**ATTEST**
BY:_____	BY:_____
Print Name:_____	Print Name:_____
Title:_____	Date:_____
Date:_____	

CENTER FOR PUBLIC SAFETY MANAGEMENT, LLC (CPSM)

SIGNED

BY:_____

Print Name:_____

Title:_____

Date:_____

SOLE SOURCE JUSTIFICATION FORM

Requisition Number | **Division** 1100 City Manager

Part/Item/Service Description ICMA to Perform a Comprehensive Analysis of Law Enforcement Services

Cost of Part/Item/Service $ 62,000.00 **Account Number** 001-1600-513.31-00

Vendor Name ICMA/CPSM

Respond specifically to each question below in preparing a justification. Please use less "technical" language to explain each item. If your explanation does not fit within the areas provided, please expand the text box(es) as necessary and staple all pages together.

1. Is item/service/vendor requested one-of-a-kind ? Check one: Yes ☐ No ☑
Explain how this was determined:

Another vendor may be able to perform a similar service; however, it is thought to be less efficient and more costly for a different vendor to provide this service.

2. Why was the particular product or vendor chosen?

This vendor has performed the same analysis in several other law enforcement jurisdictions in Florida recently.

3. Can similar items/service be obtained from other source? Check one: Yes ☑ No ☐
If the answer is no, please explain.

It is in the City's best interest to use this vendor due to their recent familiarity with other Florida Law Enforcement agencies.

If the answer is yes, please provide three quotes for similar items for comparison.
If three quotes cannot be obtained, please explain why?

4. Is chosen vendor the manufacturer? Check one: Yes ☐ No ☑

Factors which may not be applicable:
The following should not be included in your sole source/sole brand justification. The following will not be considered :

* Personal Preference
* Cost, vendor performance, local service, maintenance, and delivery (these may be considered award factors in competitive bidding).
* Features which exceed the minimum department requirements, e.g. heavy duty or quality.
* Explanation for the actual need and basic use for the item, unless the information relates to a request for "unique factors"
* The statement "no substitution" will not be considered without completion of the Sole Source Justification Form.
* **To "match and interface" is not normally an accepted justification which should be considered. The quantity, manufacturer, brand, model of the existing equipment and necessity for "interfacing" must be provided.**

**** Please send the completed Sole Source Justification Form to the Purchasing Manager for approval. The Purchasing Manager will forward the signed document to the Finance Director for approval and will send the approved form back to the original requestor. The approved form must be attached to the agenda item. Incomplete forms will be returned and may result in delayed processing****

3/31/17	Kathleen Frederick Digitally signed by Kathleen Frederick Date: 2017.03.31 15:55:43 -04'00'	4/3/17	Lora Howell Digitally signed by Lora Howell Date: 2017.04.03 15:15:28 -04'00'
Date	Requestor Signature	Date	Purchasing Manager Signature
4/3/17	Matthew Fuhrer Digitally signed by Matthew Fuhrer DN: cn=Matthew Fuhrer, o=City of Cocoa, ou=City Manager's Office, email=mfuhrer@cocoafl, c=US Date: 2017.04.03 15:03:02 -04'00'	4/3/17	Teri Butler Digitally signed by Teri Butler Date: 2017.04.03 15:36:24 -04'00'
Date	Department Director Signature	Date	Finance Director Signature

Revised 10/24/13

City Manager's Office
65 Stone St. I Cocoa, FL 32922
Phone: (321) 433-8686 I Fax: (321) 433-8690

Memorandum

To: File Note

From: John A. Titkanich, Jr., City Manager

Date: 4/3/2017

Re: ICMA to Perform a Comprehensive Analysis of Law Enforcement Services

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The Center for Public Safety Management, LLC is the exclusive provider of public safety technical assistance for the International City/County Management Association. They provide a wide array of analysis that is unique and more comprehensive than ordinary accreditation agencies. They are uniquely staffed with subject matter experts of a variety of disciplines that have served as senior public safety executives as well as former chief administrators for local governments. Supplementing the hundreds of years of practical experience, their assessment project teams are highly educated in the areas of public administration and program research and analysis. Similar studies have been successfully conducted and implemented with favorable results in other Florida communities that are accredited through the Commission for Florida Law Enforcement Accreditation

FOM, Section 12.1 C (Source Selection)

For purchases of less than $35,000 competitive quotations are the preferred methods of source selection. For purchases of $35,000 or more, competitive sealed bidding is the preferred method for purchasing supplies and services. When competitive sealed bidding is neither practical nor advantageous to the City, the City Council or City Manager, when deemed in the City's best interest may use the request for proposal/qualifications method, unless a competitive bid or proposal for a particular purchase is required by law.
Further, a contract may be awarded without competitive bidding when it is determined in writing that only one source for the required supply or service exists or when competitive bidding is neither feasible nor advantageous to the City. These sole source and non-competitive bid purchases/services should represent an exception to handling and must be accompanied by a Justification Form from the Department Director identifying the reason this situation exists.

Unless otherwise authorized by the City Council, all purchases exceeding the City Manager's purchasing limit must be approved by the City Council.

These sole source and noncompetitive bid purchases/services should represent an exception to handling and must be accompanied by a Justification Form from the requestor identifying the reason this situation exists."

Cc: Matthew Fuhrer, Assistant City Manager

Sonja Hamilton-Suarez, Purchasing Manager

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1100 | DATE PREPARED: 03/31/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 62,000)	001-1600-513.39-00		General Fund Contingency	$ 3,250,000	$ 390,604	$ 328,604	$ 328,604
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 62,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 62,000	001-1600-513.31-00		General Fund Professional Services	$ 181,250	$ 181,250	$ 243,250	$ 424,314
$ 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
$ 62,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Request the use of General Fund Contingency to perform a Comprehensive Analysis of Law Enforcement Services.

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 04/11/17 *RESOLUTION #:* 2017-36

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

3/31/17	Kathleen Frederick — Digitally signed by Kathleen Frederick Date: 2017.03.31 15:59:42 -04'00'	4/3/17	Lea Taylor — Digitally signed by Lea Taylor Date: 2017.04.03 15:38:02 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
4/3/17	Matthew Fuhrer — Digitally signed by Matthew Fuhrer DN: cn=Matthew Fuhrer, o=City of Cocoa, ou=City Manager's Office, email=mfuhrer@cocoafl.org, c=US Date: 2017.04.03 15:02:04 -04'00'	4/3/17	Lora Howell — Digitally signed by Lora Howell Date: 2017.04.03 15:50:49 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/23/16 - IT

RESOLUTION NO. 2017- 37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, WAIVING THE COMPETITIVE BIDDING PROCESS AND SETTING FORTH THE BASIS OF THE CITY MANAGER'S RECOMMENDATION THEREOF BY EXHIBIT; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2 of Article XIII of the City Charter of the City of Cocoa and Section 2-4 of the City Code of the City of Cocoa provides that competitive bidding is required for all purchases unless certain requirements are met for exceptions to the bidding requirement; and

WHEREAS, the City Manager has recommended that the competitive bidding requirement be waived for the purchase or public improvement described in Exhibit "A" attached to this resolution and by this reference incorporated herein; and

WHEREAS, the City Council has determined that competitive bidding for the purchase described in Exhibit A would not be in the City's best interest.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, that:

SECTION 1. The purchase described in Exhibit A is hereby approved and the competitive bidding requirement is hereby waived. The basis for the City Manager's recommendation that a competitive bidding procedure would not be in the City's best interest is attached to this resolution and by this reference incorporated herein.

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular Meeting assembled on the 11 day of April, 2017.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

EXHIBIT "A"

To Resolution No. 2017- 37

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source, for the use of IMCA to perform Comprehensive Analysis of Law Enforcement Services, IMCA Center for Public Safety Management, LLC 475 K. Street NW STE 720, Washington, DC. 20001.

The Department Director has provided supporting documentation toward justification of the waiver, based on sole source, as an exception to the sealed bidding process; and based on this documentation, I support approval of this resolution.

John A. Titkanich, Jr., AICP
City Manager

Legislation Details (With Text)

File #:	17-134	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Multi-Year Contract
File created:	3/23/2017			**In control:**	City Council
On agenda:	4/11/2017			**Final action:**	
Title:	Authorize the City Manager to execute a Multi-Year Florida Department of Transportation Traffic Signal Maintenance and Operation Order Approval Number 70-C-22 which amends the Traffic Signal Maintenance and Compensation Agreement Contract Number ARX39 for the installation of traffic signal equipment at two locations on SR 524. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Traffic Signal Maintenance & Operation Order Approval No. 70-C-22 FDOT Traffic Signals Exhibit A				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 23, 2017
Agenda Date: April 11, 2017
Prepared By: Everett J. Wegerif, P.E., Public Works Director
Through:
Requested Action:
Authorize the City Manager to execute a Multi-Year Florida Department of Transportation Traffic Signal Maintenance and Operation Order Approval Number 70-C-22 which amends the Traffic Signal Maintenance and Compensation Agreement Contract Number ARX39 for the installation of traffic signal equipment at two locations on SR 524

BACKGROUND:

Recent development on the SR 524 corridor has resulted in the need for the installation of additional traffic signals at two locations. The locations are: 1- at the Northbound Off-ramp from I-95 and, 2- at the proposed Walmart Distribution Center Driveway. These traffic signals will be installed to FDOT specifications by others and turned over to the city for perpetual operation and maintenance. The city will pay all insurance, repair and maintenance costs for their operation and will receive annual compensation allowance through FDOT Maintenance Compensation Agreement ARX39. Compensation rate for the I-95 signal will be at 100% of the approved rate, while the Walmart signal will be compensated at a rate of 67%. Additionally, the Southbound off-ramp from I-95 is currently under evaluation for an additional traffic signal

STRATEGIC PLAN CONNECTION:

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

BUDGETARY IMPACT:

There will be no budgetary impacts to the FY 2017 budget. Future expenses and revenues will be appropriately budgeted.

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Authorize the City Manager to execute a Multi-Year Florida Department of Transportation Traffic Signal Maintenance and Operation Order Approval Number 70-C-22 which amends the Traffic Signal Maintenance and Compensation Agreement Contract Number ARX39 for the installation of traffic signal equipment at two locations on SR 524

FDOT

Florida Department of Transportation

RICK SCOTT
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720-6834

RACHEL D. CONE
INTERIM SECRETARY

March 9, 2017

Mr. Everett J. Wegerif, P.E.
Public Works Director
City of Cocoa
155 North Wilson Street
Cocoa, Florida 32922

Re: Section 70070 – MP 0.616
State Road 524 at I-95 northbound ramps
Section 70070 – M.P. 1.430
State Road 524 at Walmart Distribution Center (proposed)
Brevard County

Dear Mr. Wegerif:

We have reviewed a traffic impact analysis and signal warrant analysis submitted by Kimley-Horn & Associates on behalf of the proposed Walmart Distribution Center development. Based on these analyses, we approve installation of fully operational traffic signals at the State Road 524 intersections with I-95 northbound ramps and the Walmart Distribution Center driveway.

The intersection of State Road 524 and the I-95 southbound ramps is also under review for signalization. We anticipate this work being completed by a separate developer and expect to follow up with you soon for signal maintenance.

Enclosed are three copies of signal order approval form 70-C-22 for the traffic signal we have approved for the above referenced intersections. Please have each copy of the maintenance agreement signed, keep one for your records and return the remaining copies to our office. The signal location will be added to Exhibit A of our Traffic Signal Maintenance and Compensation Agreement once it is fully operational.

Sincerely,

Richard B. Morrow, P.E.
District Traffic Operations Engineer
District Five

RBM:dft:d
Enclosures

cc: Mr. Kenneth Siu, Kimley-Horn Associates, Inc.
Mr. Jim Stroz
Mr. Jack West

State of Florida Department of Transportation
TRAFFIC SIGNAL MAINTENANCE & OPERATION ORDER APPROVAL NO. 70-C-22

DOT District No.:	5	County:	Brevard
Maintaining Agency:	City of Cocoa		

Proposed Traffic Signal Equipment Installations to be Maintained and Operated

Section	Milepost	State Road	Intersection	% State Approaches	Actuated	Other*
70070	0.616	524	I-95 Northbound off ramp	100	X	
70070	1.430	524	Walmart Distribution Center	67		

SPECIAL EQUIPMENT to be operated and maintained:

*DESCRIBE:

I concur and approve the proposed changes in PROPOSED TRAFFIC SIGNAL EQUIPMENT INSTALLATIONS section. The signal(s) will be operated and maintained under the *Traffic Signal Maintenance and Compensation Agreement*, Contract No. ARX39, dated 6-18-2015. The proposed installation(s) will be added to Exhibit A of the *Traffic Signal Maintenance and Compensation Agreement* for compensation to begin the fiscal year following implementation.

Traffic Engineer/Agent - Maintaining Agency

Date

CONCURRENCE AND APPROVAL

District Traffic Operations Engineer - FDOT

Date 3/9/17

State of Florida Department of Transportation
TRAFFIC SIGNAL MAINTENANCE & OPERATION ORDER APPROVAL NO. 70-C-22

DOT District No.:	5	County:	Brevard
Maintaining Agency:	City of Cocoa		

Proposed Traffic Signal Equipment Installations to be Maintained and Operated

Section	Milepost	State Road	Intersection	% State Approaches	Actuated	Other*
70070	0.616	524	I-95 Northbound off ramp	100	X	
70070	1.430	524	Walmart Distribution Center	67		

SPECIAL EQUIPMENT to be operated and maintained:

*DESCRIBE:

I concur and approve the proposed changes in PROPOSED TRAFFIC SIGNAL EQUIPMENT INSTALLATIONS section. The signal(s) will be operated and maintained under the *Traffic Signal Maintenance and Compensation Agreement*, Contract No. ARX39 , dated 6-18-2015 . The proposed installation(s) will be added to Exhibit A of the *Traffic Signal Maintenance and Compensation Agreement* for compensation to begin the fiscal year following implementation.

Traffic Engineer/Agent - Maintaining Agency

Date

CONCURRENCE AND APPROVAL

District Traffic Operations Engineer - FDOT

Date 3/9/17

State of Florida Department of Transportation
TRAFFIC SIGNAL MAINTENANCE & OPERATION ORDER APPROVAL NO. 70-C-22

DOT District No.:	5	County:	Brevard
Maintaining Agency:	City of Cocoa		

Proposed Traffic Signal Equipment Installations to be Maintained and Operated

Section	Milepost	State Road	Intersection	% State Approaches	Actuated	Other*
70070	0.616	524	I-95 Northbound off ramp	100	X	
70070	1.430	524	Walmart Distribution Center	67		

SPECIAL EQUIPMENT to be operated and maintained:

*DESCRIBE:

I concur and approve the proposed changes in PROPOSED TRAFFIC SIGNAL EQUIPMENT INSTALLATIONS section. The signal(s) will be operated and maintained under the *Traffic Signal Maintenance and Compensation Agreement*, Contract No. ARX39, dated 6-18-2015. The proposed installation(s) will be added to Exhibit A of the *Traffic Signal Maintenance and Compensation Agreement* for compensation to begin the fiscal year following implementation.

Traffic Engineer/Agent - Maintaining Agency

Date

CONCURRENCE AND APPROVAL

Richard B. Nguyen

District Traffic Operations Engineer - FDOT

Date 3/9/17

7/1/16-6/30/17

Term: 20 yrs
From 8/29/16

pg 5

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO. ARX39
FINANCIAL PROJECT NO. 413019-18803
F.E.I.D. NO. F596000292017
AMENDMENT NO. 1

THIS AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT ("Amendment") is made and entered into on this 29th day of August, 2016, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and the **CITY OF COCOA**, ("Maintaining Agency").

RECITALS

WHEREAS, the Department and the Maintaining Agency on **JUNE 18, 2015** entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

All the terms and conditions of the Agreement are superseded and replaced in their entirety by the terms and conditions contained in Attachment "1", Revised Terms and Conditions for the Traffic Signal Maintenance and Compensation Agreement, attached to and incorporated into this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

CITY OF COCOA

_____, Florida
(Maintaining Agency)

By _____
(Authorized Signature)

Print/Type Name: Henry U. Parrish III

Title: Mayor

Attorney: _____ Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By _____
(Authorized Signature)

Print/Type Name: Alan E. Hyman, P.E.

Title: Director of Transportation Operations

Legal Review: _____

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO. ARX39
FINANCIAL PROJECT NO. 413019-18803
F.E.I.D. NO. F596000292017

The following terms and conditions replace and supersede all the existing terms and conditions contained within the Traffic Signal and Maintenance Agreement:

A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.

B. The Maintaining Agency is authorized under **Statutory Authority** to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The term "Traffic Signals and Devices" is defined as follows: all traffic signals, interconnected and monitored traffic signals ("IMTS") (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), blank-out signs, travel time detectors, emergency/fire department signals, speed activated warning displays, and other types of traffic signals and devices specifically identified within Exhibit A, which are located on the State Highway System within the jurisdictional boundaries of the Maintaining Agency.

   The Maintaining Agency shall be responsible for the maintenance and continuous operation of Traffic Signals and Devices ("Project"). The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of Traffic Signals and Devices upon completion of installation of each of the Traffic Signals and Devices.

2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A, which is attached and incorporated into this Agreement. Compensation will also be made for costs incurred for the repair and/or replacement of damaged Traffic Signals and Devices as identified in Exhibit C, attached and incorporated into this Agreement. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.

3. If Traffic Signals and Devices are damaged and the Maintaining Agency did not cause the damages, then the Department shall reimburse the Maintaining Agency for the actual costs incurred by the Maintaining Agency for repairs and/or replacement of Traffic Signals and Devices, once the following occurs:

   a. The Department has approved a properly completed invoice for reimbursement that was provided to the Department outlining the details of the requested reimbursements; and
   b. Evidence of the costs incurred were included as an attachment to the invoice.

   Exhibit C sets forth additional conditions that apply when the Maintaining Agency seeks to obtain reimbursement for costs incurred for repair and/or replacement of damaged Traffic Signals and Devices. Exhibit C also serves as a form invoice that can be used by the Maintaining Agency. The Maintaining Agency shall obtain written approval from the Department regarding the appropriate method of repair and/or replacement of damaged Traffic Signals and Devices prior to performing repair and/or replacement work. If there is an immediate risk to public safety due to damaged Traffic Signals and Devices and the Maintaining Agency is unable to immediately obtain the Department's written approval regarding the method of repair and/or replacement, then the Maintaining Agency shall immediately repair and/or replace the Traffic Signals and Devices. The Maintaining Agency shall notify the Department within thirty (30) calendar days of becoming aware of any damage to Traffic Signals and Devices caused by third parties. The Department shall be responsible for pursuing reimbursement from individuals and/or the third parties

who cause damages and are liable for replacement and/or repair costs to Traffic Signals and Devices. If the Maintaining Agency causes damages to the Traffic Signals and Devices, then the Maintaining Agency shall repair and/or replace the Traffic Signals and Devices, and the Maintaining Agency shall be fully responsible for the cost of repair and/or replacement to the extent the damages were caused by the Maintaining Agency.

4. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.

5. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service, and routine repairs), restoration of services, and emergency maintenance (troubleshooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles and/or signals, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log, as they occur, and include this as part of the annual report, highlighting the time it took to restore the normal service and number of times such events occurred.

6. Neither the Maintaining Agency nor the Department shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by a Force Majeure Event and provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

   A "Force Majeure Event" means the occurrence of:
   (a) an act of war, hostilities, invasion, act of foreign enemies, riot, terrorism or civil disorder;
   (b) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, storms, lightning, tornados, tidal waves, floods, extreme weather or environmental conditions, and other natural calamities);
   (c) or another event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence.

7. The Department intends to conduct a structural inspection of the mast arm structures every sixty (60) months. The inspection report will serve as ninety (90) days notification to the Maintaining Agency that deficiencies exist that require preventive maintenance. Preventive maintenance of the mast arm structures includes, but is not limited to, spot painting, cleaning, all wiring repair and replacement, graffiti removal, all signal related issues (including lighting, signs and connections), tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, repairing improper grounding, and repainting any painted mast arms installed after April 30, 2015. If the preventive maintenance is not carried out after the expiration of the 90-day notice given to the Maintaining Agency, the Department shall withhold 8.33% up to a maximum of 25% of the total annual compensation amount under this Agreement for the affected signal locations each month.

8. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of their useful life cycle will be replaced by the Department so long as documented preventive maintenance was satisfactorily performed by the Maintaining Agency. In the case of a total paint failure, as determined by the Department, on a mast arm installed prior to April 30, 2015, the Department may repaint or replace with a galvanized mast arm. The aforementioned requirement does not apply to any mast arm that was installed under a separate mast arm paint finish agreement; in such case, the terms of that agreement shall govern.

9. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.

10. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

11. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.

12. The Maintaining Agency and the Department shall update Exhibit A on an annual basis through an amendment of this Agreement. The Maintaining Agency designates Michael Giorgio as its authorized representative(s), who is delegated the authority to execute any and all amendments to Exhibit A of this Agreement on behalf of the Maintaining Agency. Exhibit A contains a list of Traffic Signals and Devices that identifies their location and type. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance of installation of the new Traffic Signals and Devices. The Maintaining Agency and the Department shall amend Exhibit A prior to the start of each new fiscal year of the Department to reflect the addition or removal of Traffic Signals and Devices. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices that were added to Exhibit A by amendment of this Agreement in the Department's fiscal year occurring after the Traffic Signals and Devices are installed and final acceptance of such installation is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (***minus any retainage or forfeiture***) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement. Some of the Traffic Signals and Devices may not be listed in Exhibit A because the cost of operating and maintaining such devices is relatively small. The Department has factored in these costs and the compensation provided through this Agreement also covers the cost of operation and maintenance for Traffic Signals and Devices that are not listed in Exhibit A.

13. Payment will be made in accordance with Section 215.422, Florida Statutes.

14. There shall be no reimbursement for travel expenses under this Agreement.

15. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

16. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

17. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

18. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

19. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

20. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Maintaining Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

21. The Maintaining Agency must submit the final invoice on the Project to the Department within 120 days after termination of the Agreement. Invoices submitted after the 120-day time period may not be paid.

22. In the event this contract is for services in excess of $25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000.00 and which have a term for a period of more than 1 year."

23. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit B for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Maintaining Agency, in writing, when funds are available.

24. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

25. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

26. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Maintaining Agency.

27. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

28. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

29. The Maintaining Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

30. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment, suspend funds, or terminate funds for any deficient maintenance of Traffic Signals and Devices that has not been corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any deduction in payment, suspension of funds, or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.

31. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of its responsibilities under the Agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:

    a. Critical Detection device malfunctions: Critical Detection devices include the detectors on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detectors. Repairs to the side-street and main street left turn detectors shall be made within ninety (90) days and pedestrian detectors within seventy-two (72) hours of discovery. The Maintaining Agency shall ensure that 90% of all Critical Detection devices system wide are operating at all times. At any time the level drops below 90%, the Maintaining Agency shall notify the Department and correct the situation within a time frame determined in the sole discretion of the Department. Discovery and correction dates for Critical

b. Detection device malfunction shall be logged into the annual report. If the repairs cannot be performed within stipulated times, the agency shall document the reason(s) why in the annual report. When the 90% Critical Detection device requirement is (are) not met, a 10% retainage of the total annual compensation amount (as shown in Exhibit B) for the affected Critical Detection device location(s) each month will be withheld after the 90-day period.

c. Traffic signal preventive maintenance inspections: Traffic signals shall receive a comprehensive preventive maintenance inspection on at least 50% of all traffic signals annually, alternating the remaining 50% the following year. Preventive maintenance inspection shall include verification that all detection is working, the traffic signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed on 50% of traffic signals annually, alternating the remaining 50% the following year. Each test is to be documented and included in the annual report to the Department. The inspection report shall note the location, date of inspection, and any items noted. If 50% of the traffic signals do not receive at least one (1) comprehensive preventive maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected traffic signal locations until the preventive maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected traffic signal locations will be forfeited.

d. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s) and title(s) of those monitoring those intersections, and the location of the central monitoring facility(ies), are to be documented and contained in the annual report submitted to the Department.

32. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of Traffic Signals and Devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.

33. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without prior written consent of the Department.

34. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement.

35. At no additional cost to the Department, the Maintaining Agency shall provide the Department access to all traffic signal data available from the firmware of the traffic signal controllers and other devices covered under this Agreement. The Maintaining Agency shall include the Department as a party to all traffic signal firmware/software related agreements that the Maintaining Agency enters into with other parties.

36. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.

37. In no event shall the making by the Department of any payment to the Maintaining Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Maintaining Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

38. The term of this Agreement is twenty (20) years from the date of execution of the Agreement; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.

39. Any Project funds made available by the Department which are determined by the Department to have been expended in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Maintaining Agency files shall not constitute a waiver of the Department's rights and Department has the right to verify all information at a

later date by audit or investigation. Within thirty (30) days of the termination of this Agreement, the Maintaining Agency shall refund to the Department any balance of unobligated funds which were advanced or paid to the Maintaining Agency. In the event the Maintaining Agency fails to perform or honor the requirements and provisions this Agreement, the Maintaining Agency shall return funds in accordance with this paragraph within thirty (30) days of termination of the Agreement.

40. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except any specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.

41. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.

42. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

43. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.

44. The Maintaining Agency shall:
    a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the Agreement; and
    b. expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

45. Unless authorized by law and agreed to in writing by the Department, the Department will not be liable to pay attorney fees, interest, or cost of collection.

46. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

47. Exhibits A, B, and C are attached and incorporated into this Agreement.

48. This Agreement contains all the terms and conditions agreed upon by the parties.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

Reimbursement for Maintenance and Operation

Exhibit A

Compensation for Maintaining Traffic Signals and Devices for FY _____

Effective Date: from _____ **to**

Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)	Compensation Amount (using Unit Rates from Exhibit B)
SEE ATTACHED EXHIBIT A										
							Total Lump Sum Amount*			

*Amount paid shall be the Total Lump Sum (*minus any retainage or forfeiture*).

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of $_____.

_____ _____
Maintaining Agency Date

_____ _____
District Traffic Operations Engineer Date

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT B
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

2.0 COMPENSATION FOR MAINTENANCE AND OPERATION

For the satisfactory completion of all services related to maintenance and operation detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (***minus any retainage or forfeiture***) in Exhibit A. The Maintaining Agency will receive one lump sum payment (***minus any retainage or forfeiture***) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals that are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be $3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be $4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (***minus any retainage or forfeiture***) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.
Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons or poles.

Unit Compensation Rates per Intersection on the State Highway System

FY	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)
2014-15*	$ 2,951		$738	$295	$738	$148	$148		
2015-16	3,040		760	608	1,064	304	304		
2016-17	3,131	4,500	783	626	1,096	313	313	100	100
2017-18	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

*Compensation pro-rata based on intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 COMPENSATION FOR REPAIR AND/OR REPLACEMENT OF DAMAGED TRAFFIC SIGNALS AND DEVICES

For the satisfactory completion of all services related to repair and/or replacement of damaged Traffic Signals and Devices detailed in this Agreement, the Department will pay the Maintaining Agency a Lump Sum amount of the actual costs incurred for the replacement and/or repair of the damaged Traffic Signals and Devices as set forth in the invoice submitted to the Department. The invoice for the costs incurred for the replacement and/or repair of

damaged Traffic Signals and Devices shall contain the information required in Exhibit C and any other additional information requested by the Department to justify the costs incurred. The reimbursement amount is subject to approval by the Department.

4.0 PAYMENT PROCESSING

For regular maintenance costs, the Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30th of each year. For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

For costs incurred for repair and/or replacement of damaged Traffic Signals and Devices, applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Maintaining Agency shall submit invoices for repair and/or replacement costs due to damaged Traffic Signals and Devices at least on an annual basis but the Maintaining Agency may also submit such invoices to the Department on a quarterly basis.

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT C
Reimbursement for Replacement and/or Repair of Damaged Traffic Signals and Devices

The Department will reimburse the Maintaining Agency a Lump Sum amount for costs incurred for the replacement and/or repair of Traffic Signals and Devices damaged as a result of third parties or as a result of other causes that were not caused by the Maintaining Agency.

The Maintaining Agency is not required to provide a police report in situations where damage is caused to Traffic Signals and Devices by a Force Majeure Event or as a result of other causes beyond the control of the Maintaining Agency that do not necessarily prevent performance, which includes but is not limited to: storms, winds, lightning, flooding and other natural and weather related causes. The Maintaining Agency must provide a police report in all situations where a traffic accident, theft, or vandalism causes damage to Traffic Signals and Devices to the extent the Maintaining Agency has the ability and opportunity to obtain a police report.
Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The following information shall be provided by the Maintaining Agency to be eligible for the reimbursement payment:

Date and Time of Accident/Incident:	
Location of Accident/Incident:	
Provide Police Report (if applicable) and the Following Information: 1. Attach pictures of damaged traffic signals and devices. 2. Attach invoices or receipt of equipment purchased to replace damaged components. 3. Attach detailed documentation of labor costs associated with replacing and/or repairing damaged components, including dates of performance and completion of the work.	
Contract No.:_____ Project No.:_____	
Total Lump Sum Reimbursement Amount	**$**

The Maintaining Agency hereby certifies that it has replaced and repaired all the Traffic Signals and Devices at the location or signalized intersection referenced above. Henceforth, this document is the Maintaining Agency's request for reimbursement to the Department for the services of restoring the Traffic Signals and Devices to their original operating condition.

The Parties agree to the Total Lump Sum Reimbursement Amount set forth above.

_____ _____
Maintaining Agency Date

_____ _____
District Traffic Operations Engineer Date

State of Florida Department of Transportation

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT A

Compensation for Maintaining Traffic Signals and all other Devices for FY 17/18

Effective Date: July 1, 2017 To: June 30, 2018

Maintaining Agency: City of Cocoa

Section	MP	SR No.	Intersection	Agency	Conf.	fy 17/18
70011	2.671	501	Otterbein Ave/Wal-Mart	Cocoa	TS	$3,209.00
70014	4.163	519	Rosa L. Jones	Cocoa	TS	$3,209.00
70014	4.163	519		Cocoa	UPS	$103.00
70014	4.163	519	Rosa L. Jones (School) NB	Cocoa	TWB	$321.00
70014	4.163	519	Rosa L. Jones (School) SB	Cocoa	TWB	$321.00
70020	20.622	5	Rosa L. Jones	Cocoa	IMTS	$4,612.00
70020	20.622	5		Cocoa	UPS	$103.00
70020	20.999	5	SR 520 (King St.)	Cocoa	IMTS	$4,612.00
70020	20.999	5		Cocoa	UPS	$103.00
70020	21.140	5	Peach Tree St.	Cocoa	IMTS	$4,612.00
70020	21.989	5	Forrest Ave./Cocoa Pl.	Cocoa	IMTS	$4,612.00
70020	22.635	5	CR 503 (Dixon Blvd.)	Cocoa	IMTS	$4,612.00
70070	4.649	524/528	Industry Rd.	Cocoa	TS	$3,209.00
70070	4.649	524/528		Cocoa	UPS	$103.00
70070	4.194	524	London Blvd.	Cocoa	TS	$3,209.00
70070	4.431	524	Shoppes of Cocoa N./Cocoa Commons	Cocoa	TS	$3,209.00
70100.001	0.856	520 WB	Delannoy Ave.	Cocoa	IMTS	$4,612.00
70100.001	0.908	520 WB	Brevard Ave.	Cocoa	IMTS	$4,612.00
70100.001	1.063	520 WB	Forrest Ave.	Cocoa	IMTS	$4,612.00
70100	5.050	520	Townsend Rd./Pilot	Cocoa	IMTS	$4,612.00
70100	5.050	520		Cocoa	UPS	$103.00
70100	8.004	520	Varr Ave.	Cocoa	IMTS	$4,612.00
70100	8.004	520		Cocoa	UPS	$103.00
70100	8.118	520	Fiske Blvd. (SR 519)	Cocoa	IMTS	$4,612.00
70100	8.118	520		Cocoa	UPS	$103.00
70100	8.370	520	Avocado Ave./Blake Ave.	Cocoa	IMTS	$4,612.00
70100	8.984	520 EB	Forrest Ave.	Cocoa	IMTS	$4,612.00
70100	9.111	520 EB	Brevard Ave.	Cocoa	IMTS	$4,612.00
70100	9.166	520 EB	Delannoy Rd.	Cocoa	IMTS	$4,612.00
70100	9.257	520 EB	Riveredge Blvd.	Cocoa	IMTS	$4,612.00
70100	9.257	520 EB		Cocoa	UPS	$103.00

* Amount paid shall be the Total Lump Sum ***(minus any retainage or forfeiture).***

Total Lump Sum*:	$91,303.00

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or

$91,303.00

Maintaining Agency — Date 2/28/17 — District Traffic Operations Engineer — Date

Legislation Details (With Text)

File #:	17-144	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	3/28/2017			**In control:**	City Council
On agenda:	4/11/2017			**Final action:**	
Title:	Cocoa Police Department District Event Statistics for January and February, 2017. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Jan 2017 Council Report by District Frb 2017 Council Report by District				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 28, 2017
Agenda Date: April 11, 2017
Prepared By: Charlene Jenkins-Catechis, Administrative Secretary
Through: Michael Cantaloupe, Chief of Police
Requested Action:
Cocoa Police Department District Event Statistics for Council Information

BACKGROUND:

Council requested a monthly breakdown of event statistics by District. This report illustrates total incidents, reports written and Patrol checks. It also shows incidents and case reports by shift, hour of the day and the total crime that are Uniform Crime reportable. Attached are the January 2017 and February 2017 reports.

STRATEGIC PLAN CONNECTION:

Crime

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Cocoa Police Department District Event Statistics for Council Information

Cocoa Police Department
Council Report

January 2017

Prepared by Dailaity Henson

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Total UCR Offenses by Month – 2017 ,2016, & 2015 12

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

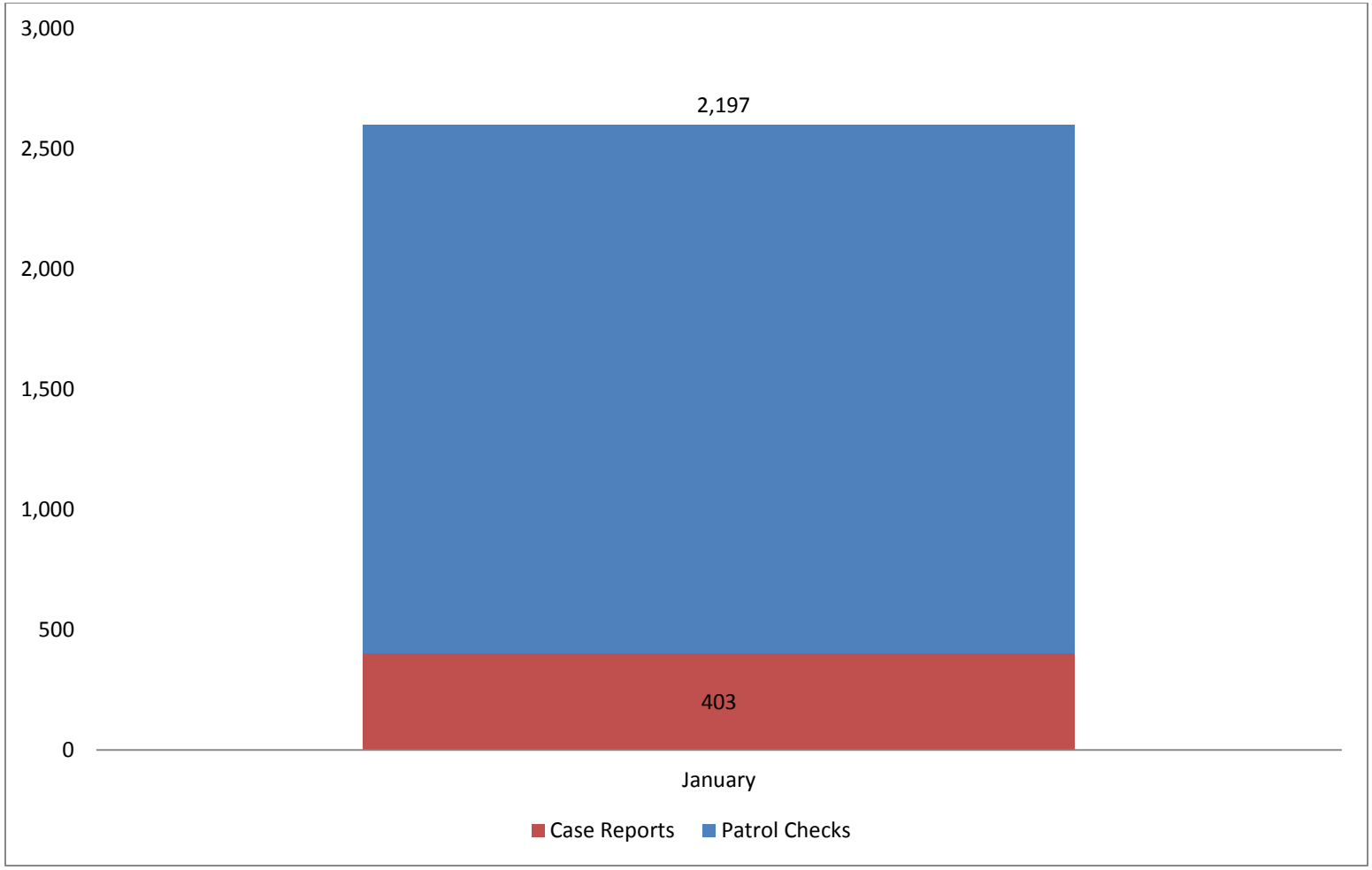
Findings Summary

The purpose of this report is to provide Council with an overview of incidents and case reports for January 2017. This report includes a line graph illustrating the total number of UCR Offenses by month for years 2015, 2016 and 2017.

- 4,214 incidents
- 403 Case Reports (10% of incidents)
  - 175 Criminal Case Reports (43% of all case reports)
  - 228 Non-Criminal Case Reports (57% of case reports)
  - 59 Criminal Case Reports were closed by Arrests/Capias Requests (36% of criminal case reports)
  - 40 Non-Criminal Case Reports were closed by Arrests/Capias Request (18% of non-criminal cases reports)
- 2,197 incidents were initiated by police officers (52%)
- District 1 experienced the most cases with a total of 163
- District 3 experienced the fewest cases with a total of 60
- Robbery Offenses have ***decreased*** by a 40% from the previous month
- Burglary Offenses have ***increaded*** by a 17% from the previous month
- Stolen Vehicle Offences have ***decreased*** by 90% from the previous month
- Overall, UCR offenses have ***decreased*** from the previous month by an 24%

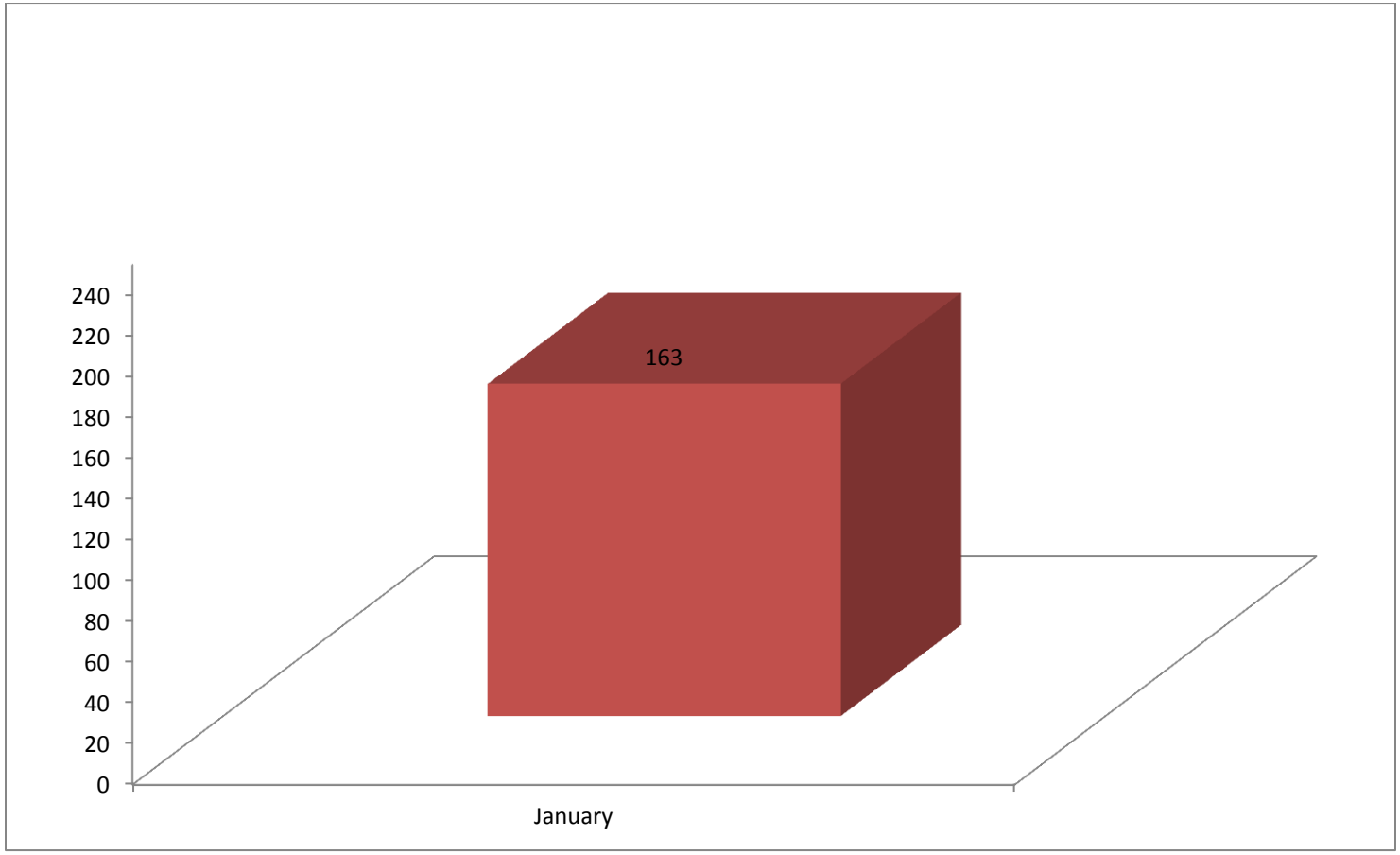
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total Patrol Checks and Case Reports for the City of Cocoa



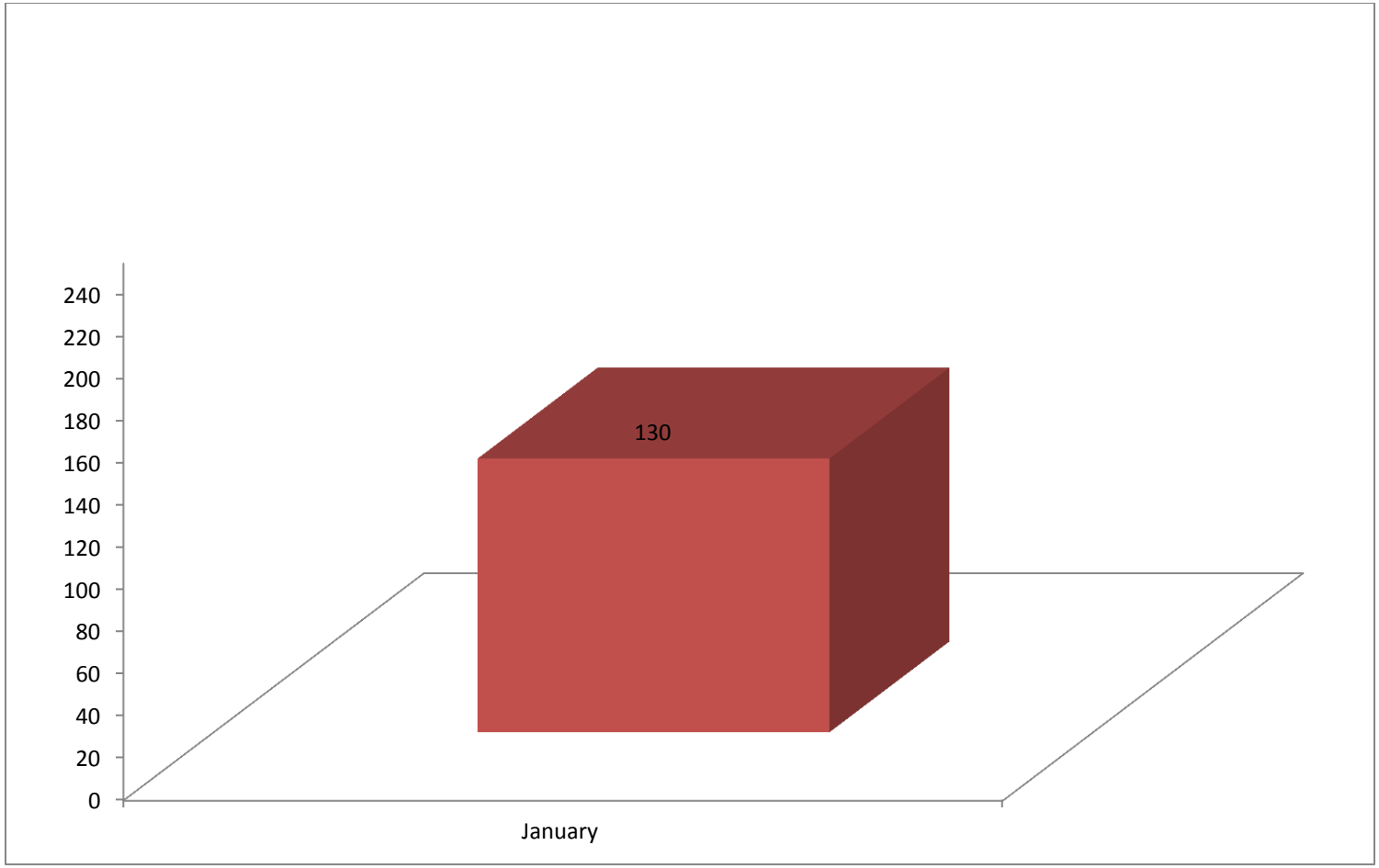
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 1 Case Reports



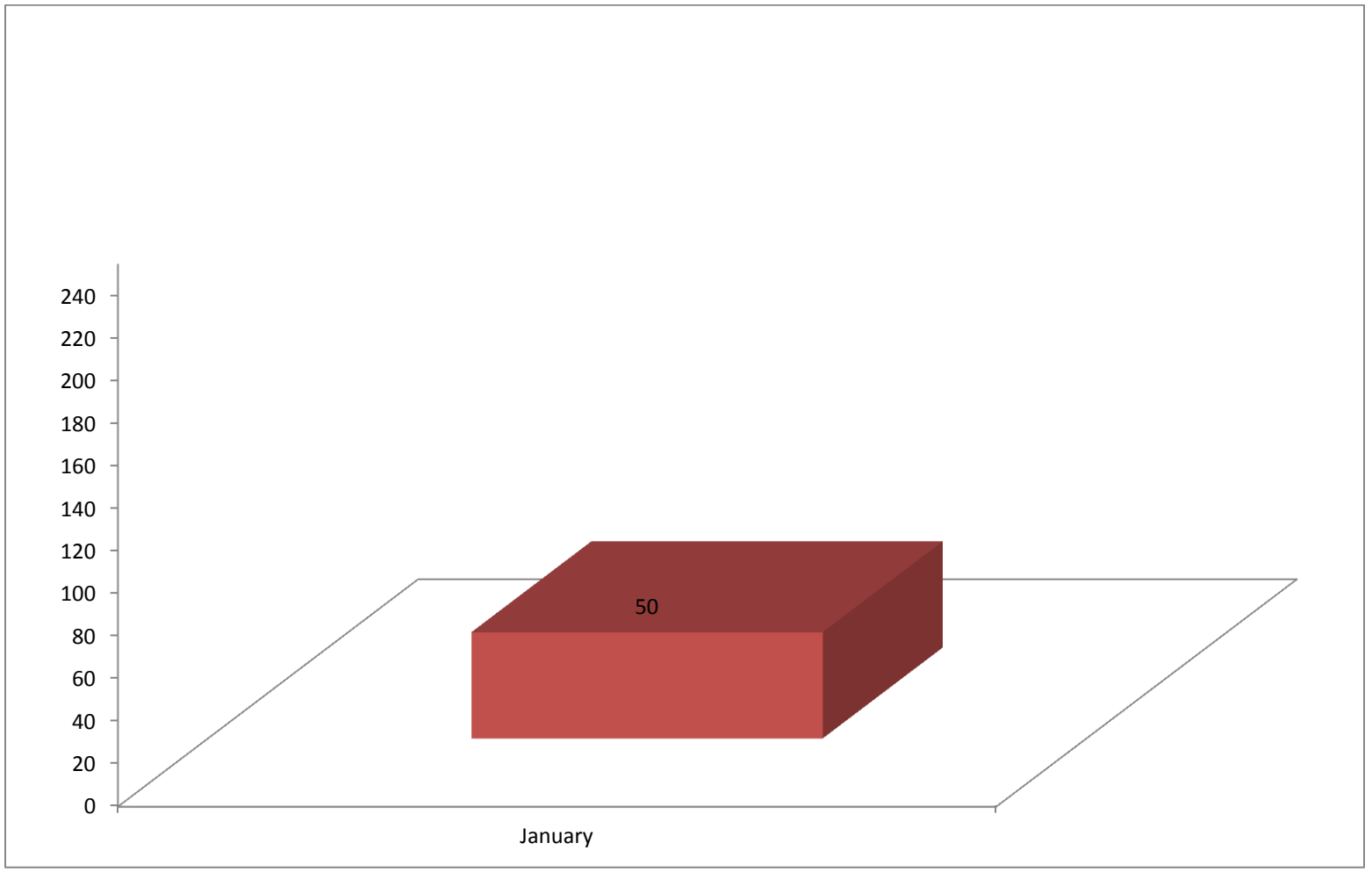
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 2 Case Reports



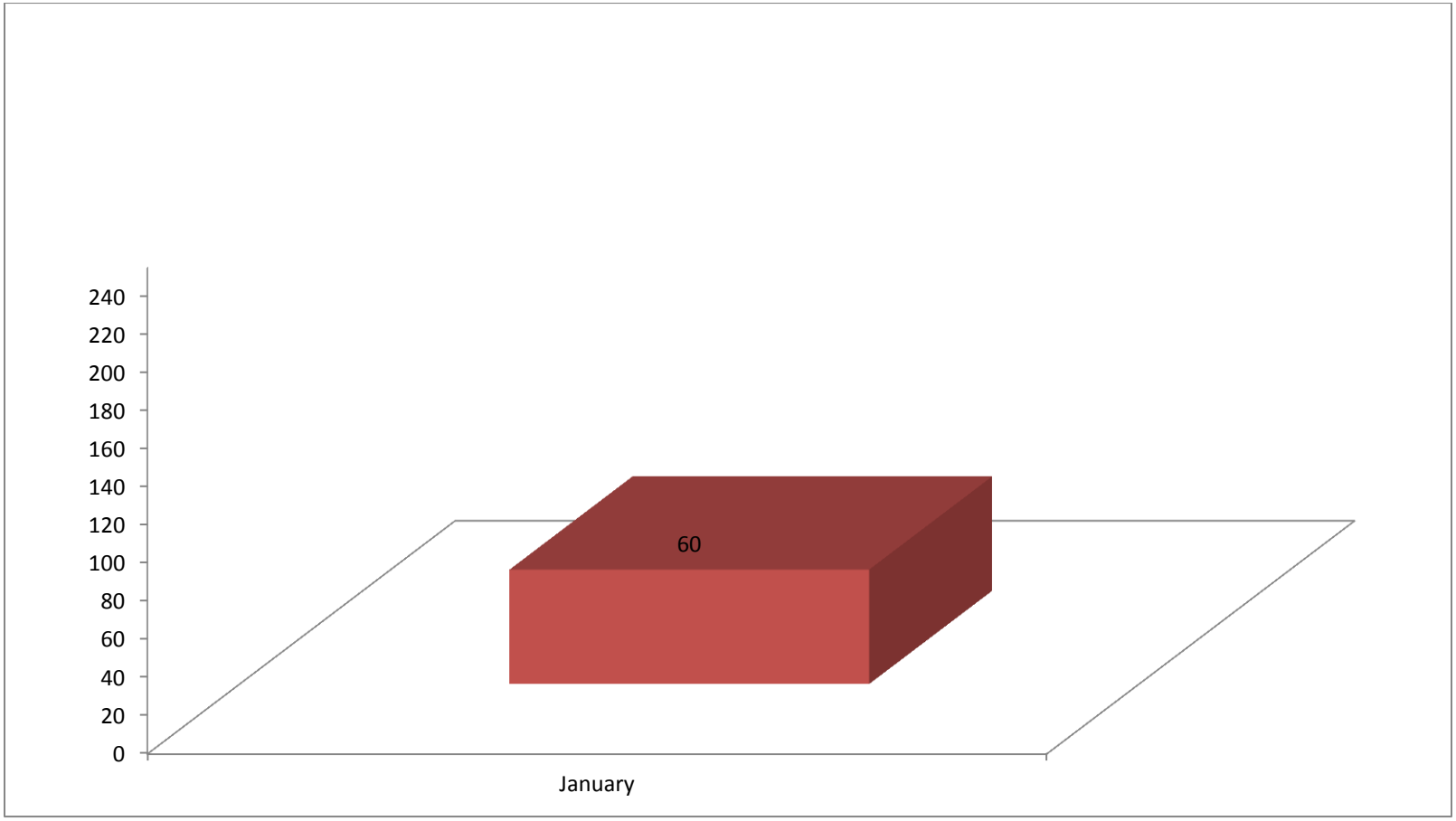
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 3 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 4 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Locations of Incidents

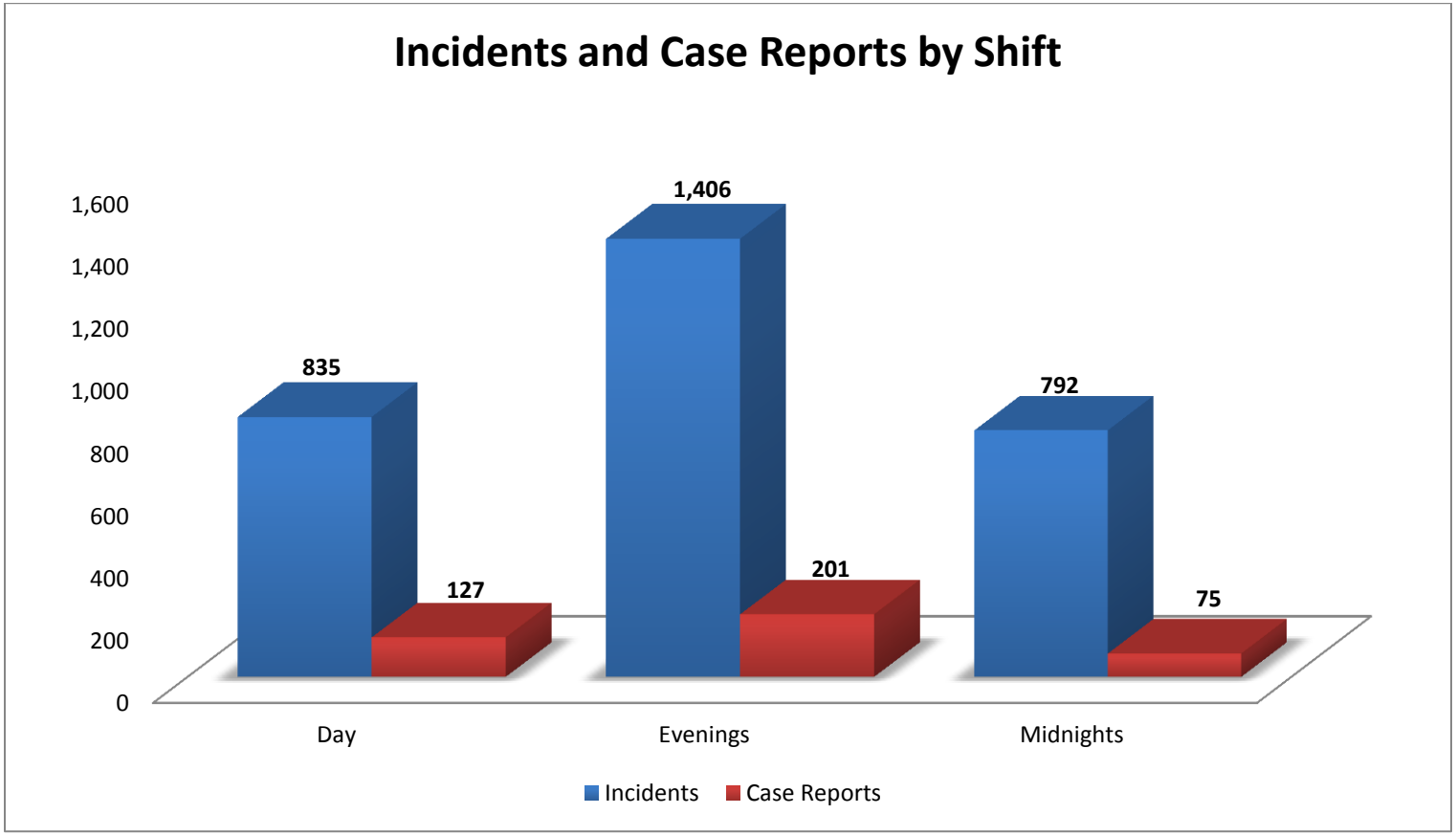
The table below illustrates the total of Incidents and Cases from January 1, 2017 thought January 31, 2017 to the locations listed.

Location	*Incidents* (Excluding Patrol Checks)	*Case Reports*
2700 SR.524	51	12
1407 Dixon Blvd	44	30
900 Friday Rd	27	7
1080 N. Fiske	21	1
800 N. Fiske	17	3
1514 Clearlake Rd	17	5
1010 N. Fiske Blvd	12	0
1524 Clearlake Rd	11	1
TOTAL	**200**	**59**

Incidents and Case Reports by Shift

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

The chart below illustrates incidents and cases reported by shifts. For the purpose of this report, the shifts were broken down into day shift, evening shift and midnight shift. Midnight shift experienced the lowest number of incidents and cases. Evening shift experienced the highest number of incidents and cases.



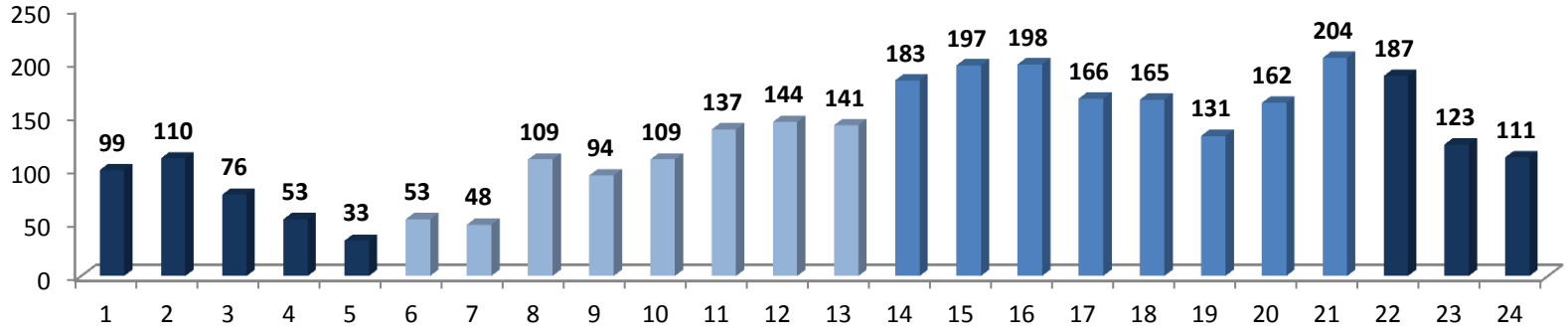
NOTE: The totals in the graph above do not include Patrol Checks.

Incidents and Case Reports by Hour

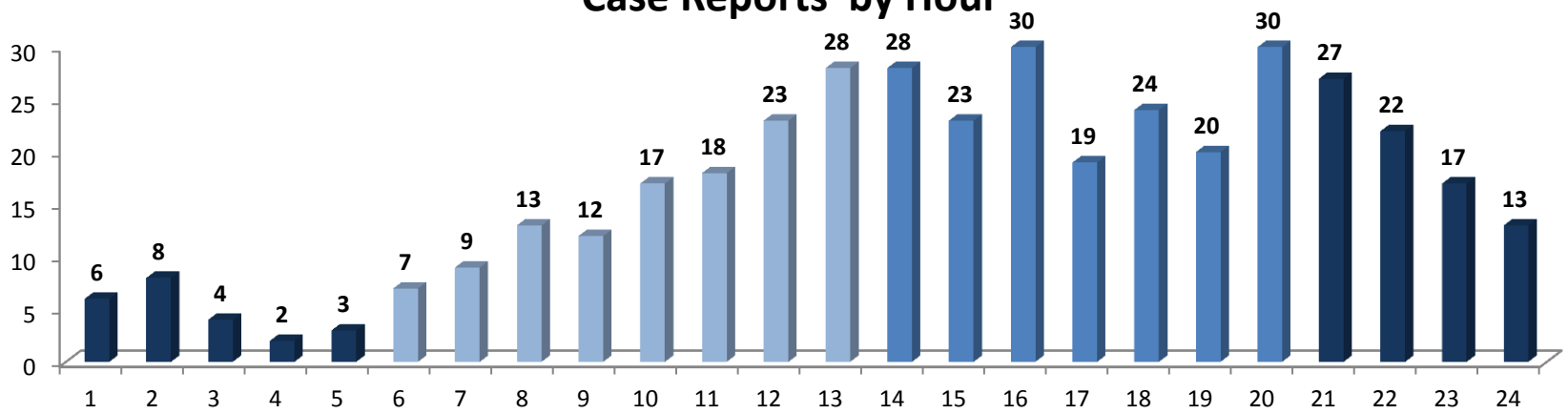
Note: The charts below illustrates incidents broken down by time of day.

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Incidents by Hour

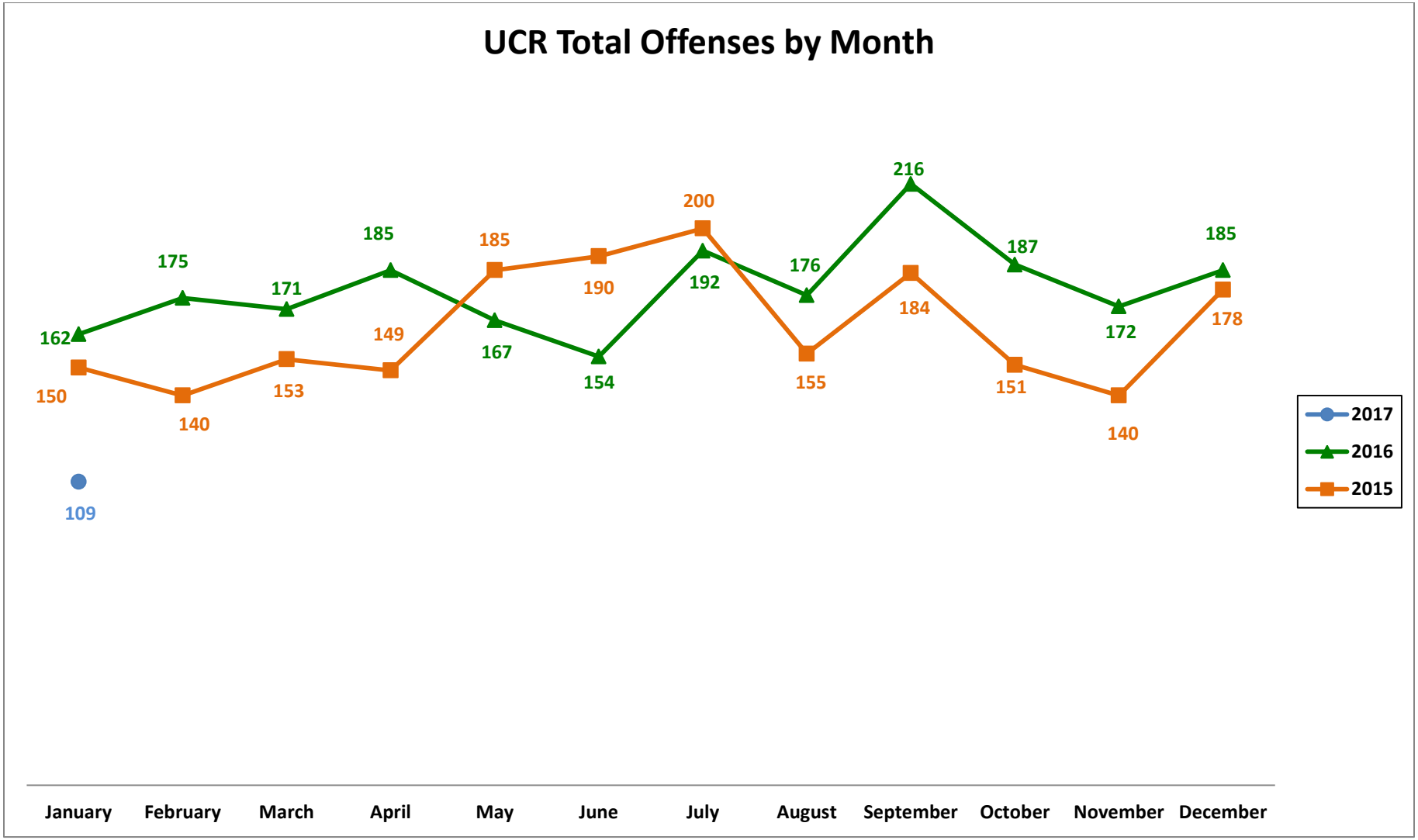


Case Reports by Hour



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total UCR Offenses by Month - 2017, 2016 & 2015



***NOTE:** UCR Simple Assaults Offenses totals are no longer included in the 2017 line graph.**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Cocoa Police Department

Council Report

February 2017

Prepared by Dailaity Henson

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Incidents and Case Reports by Hour 11
Total UCR Offenses by Month – 2017 ,2016, & 2015 12

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

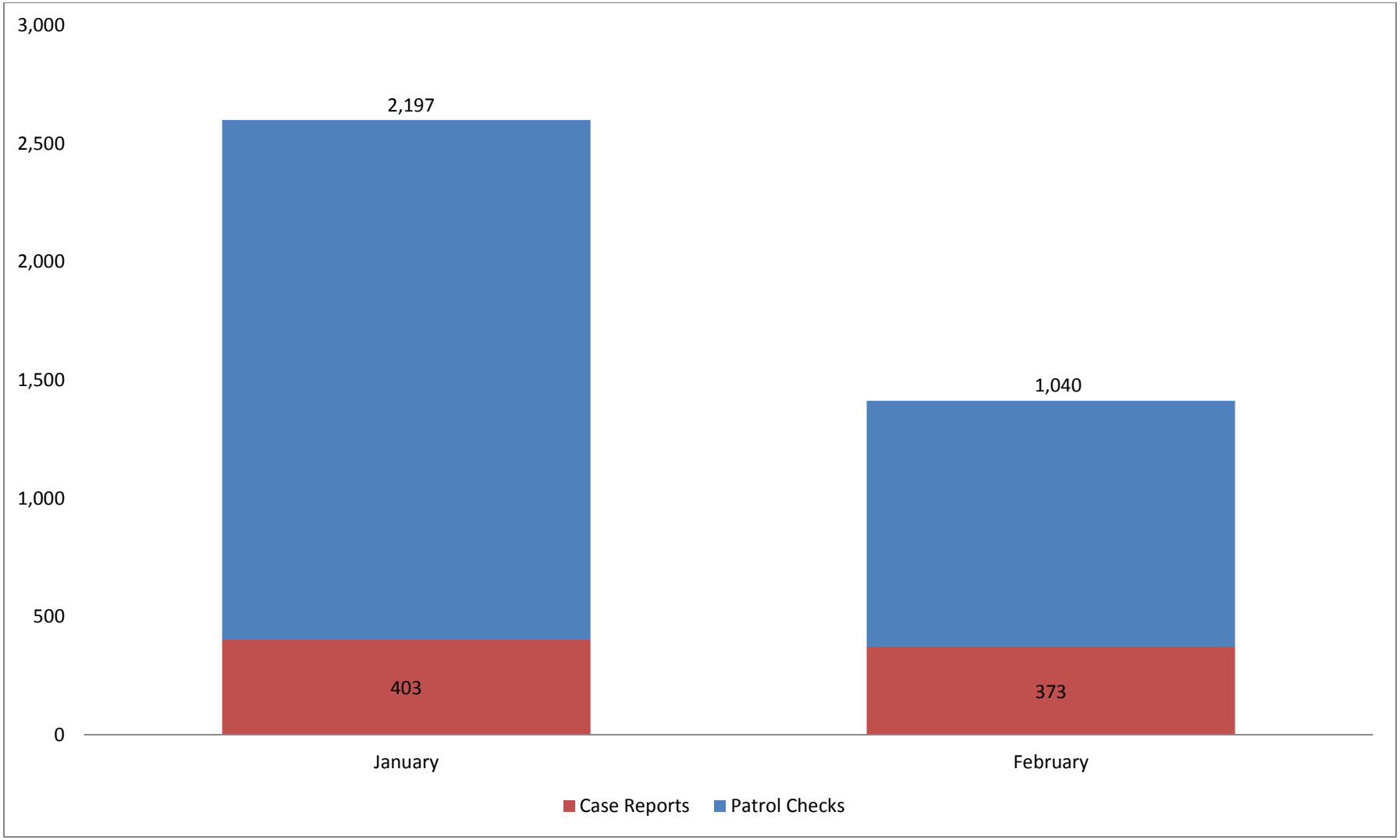
Findings Summary

The purpose of this report is to provide Council with an overview of incidents and case reports for February 2017. This report includes a line graph illustrating the total number of UCR Offenses by month for years 2015, 2016 and 2017.

- 3,595 incidents
- 373 Case Reports (10% of incidents)
    - 201 Criminal Case Reports (54% of all case reports)
    - 172 Non-Criminal Case Reports (46% of case reports)
    - 71 Criminal Case Reports were closed by Arrests/Capias Requests (35% of criminal case reports)
    - 19 Non-Criminal Case Reports were closed by Arrests/Capias Request (11% of non-criminal cases reports)
- 1,896 incidents were initiated by police officers (53%)
- District 1 experienced the most cases with a total of 143
- District 3 experienced the fewest cases with a total of 49
- Robbery Offenses have ***decreased*** by a 33% from the previous month
- Burglary Offenses have ***decreaded*** by a 52% from the previous month
- Sex Offences have ***decreased*** by 50% from the previous month
- Overall, UCR offenses have ***decreased*** from the previous month by an 20%

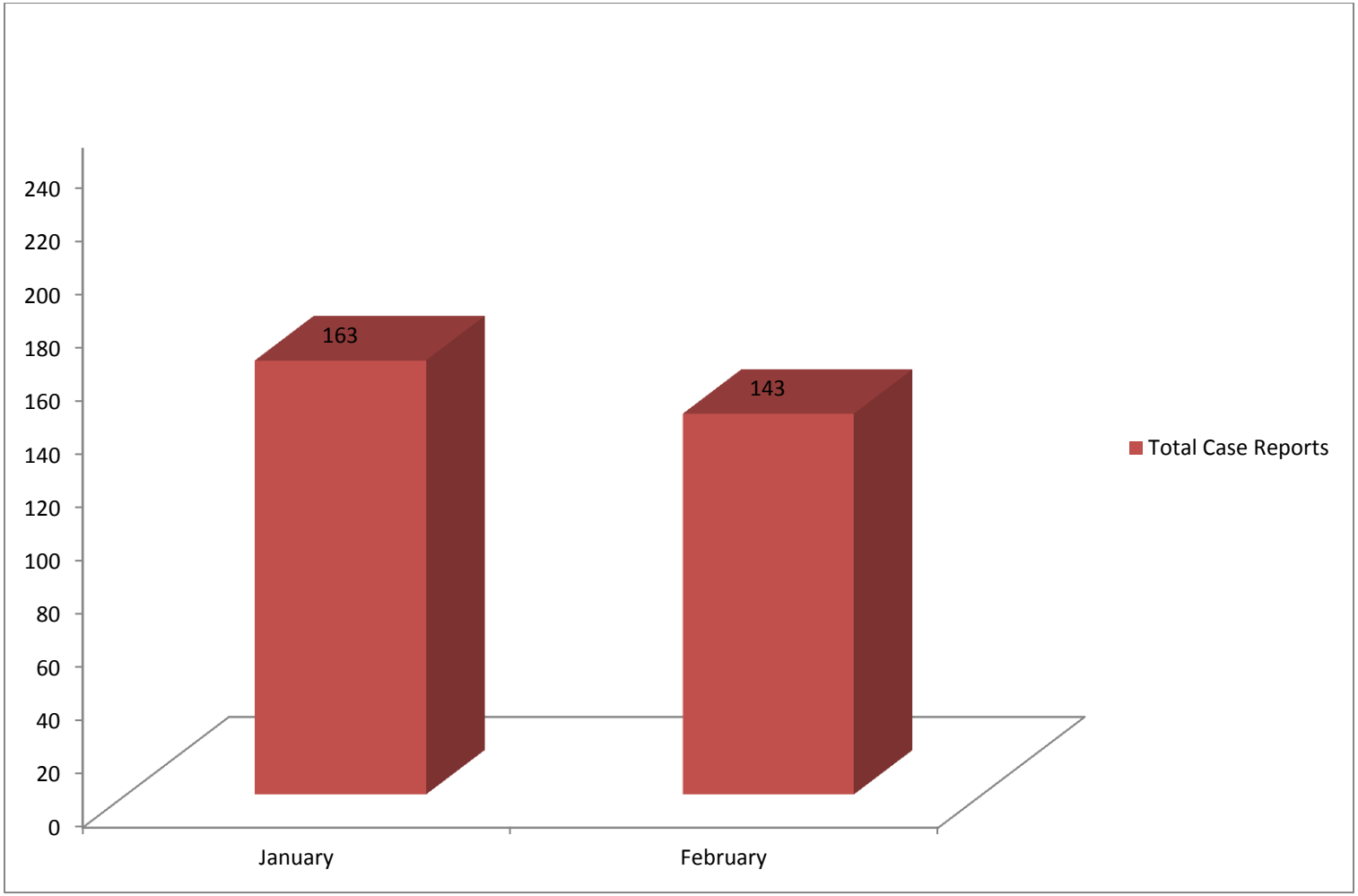
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
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Total Patrol Checks and Case Reports for the City of Cocoa



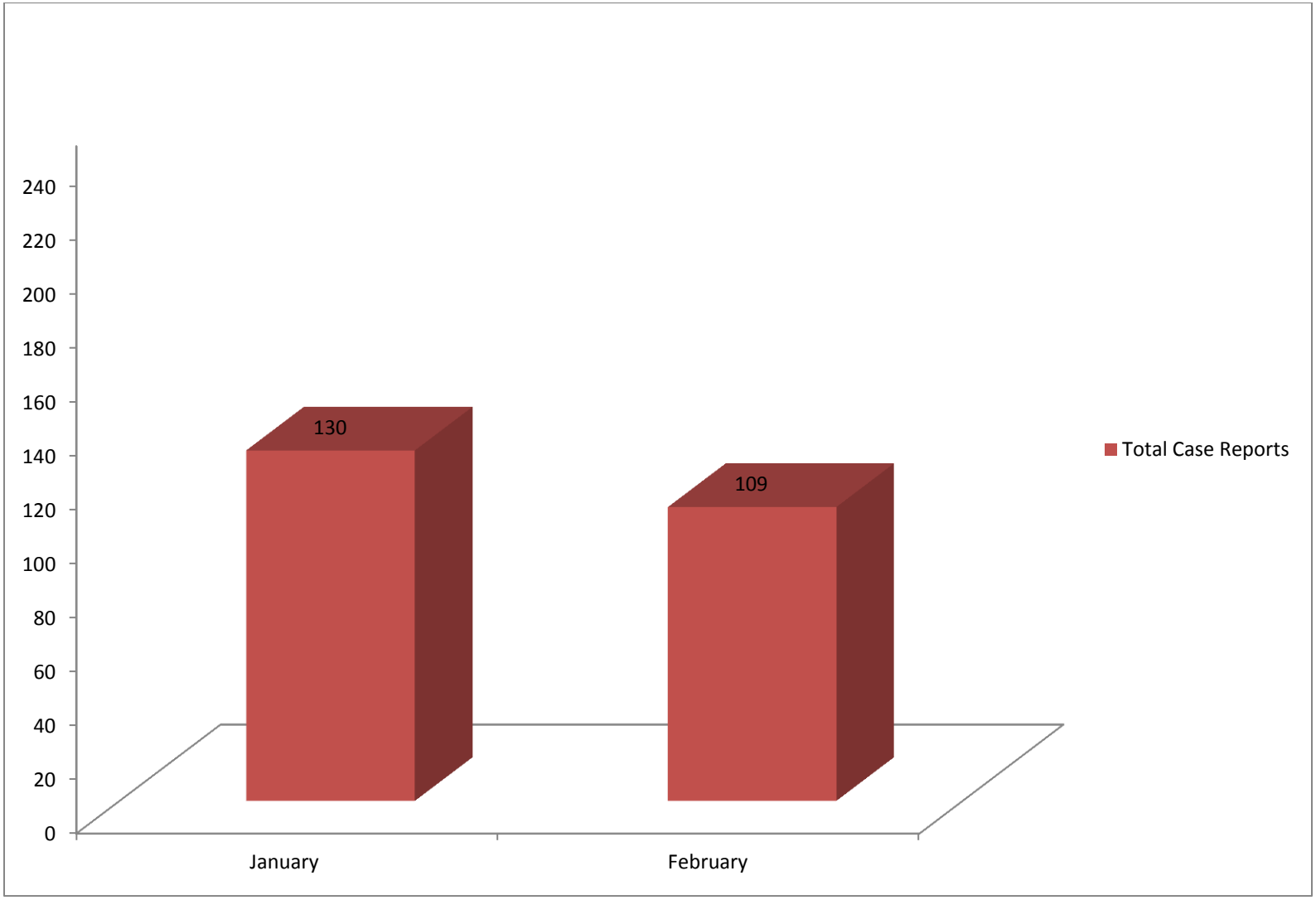
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
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District 1 Case Reports



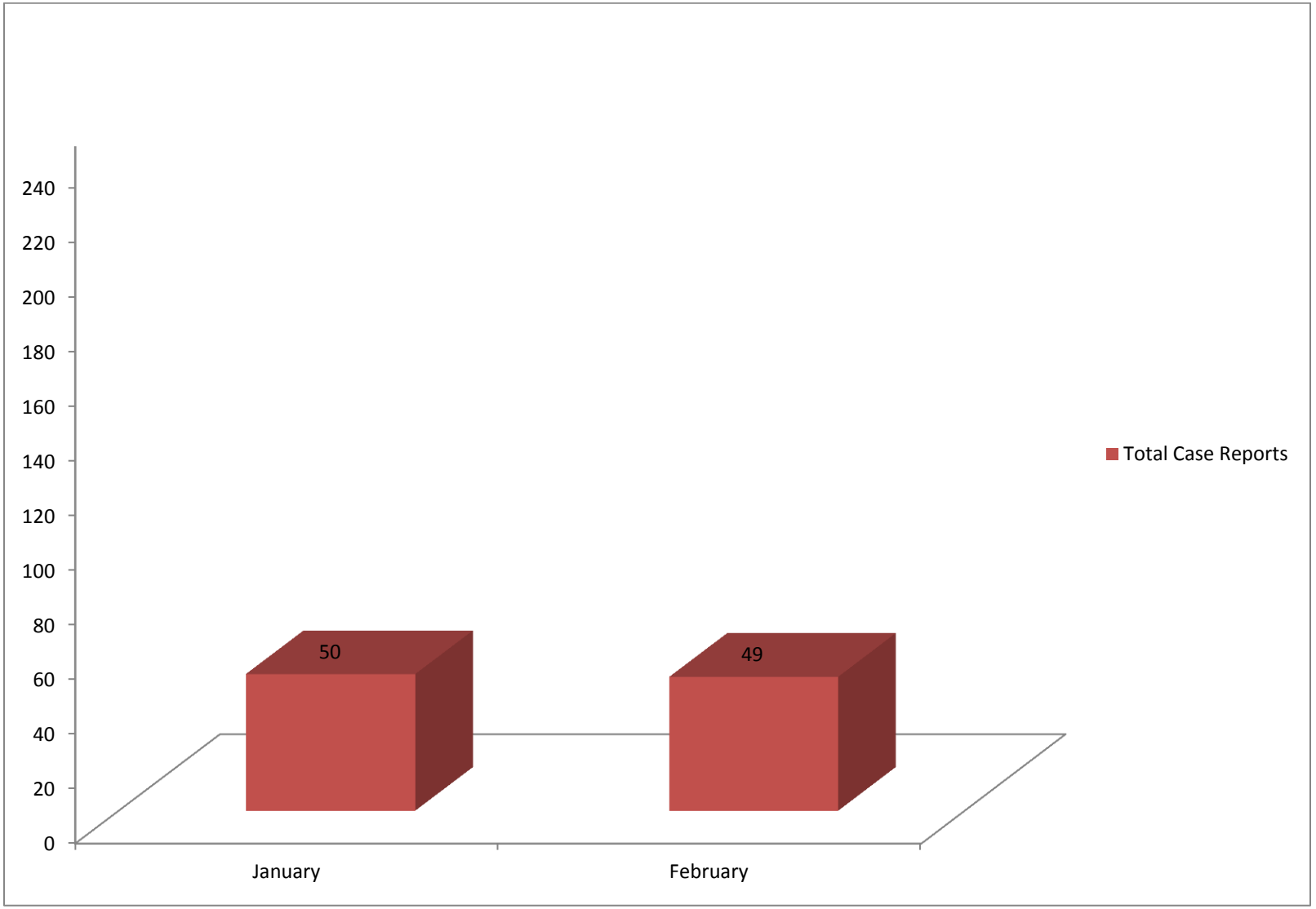
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
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District 2 Case Reports



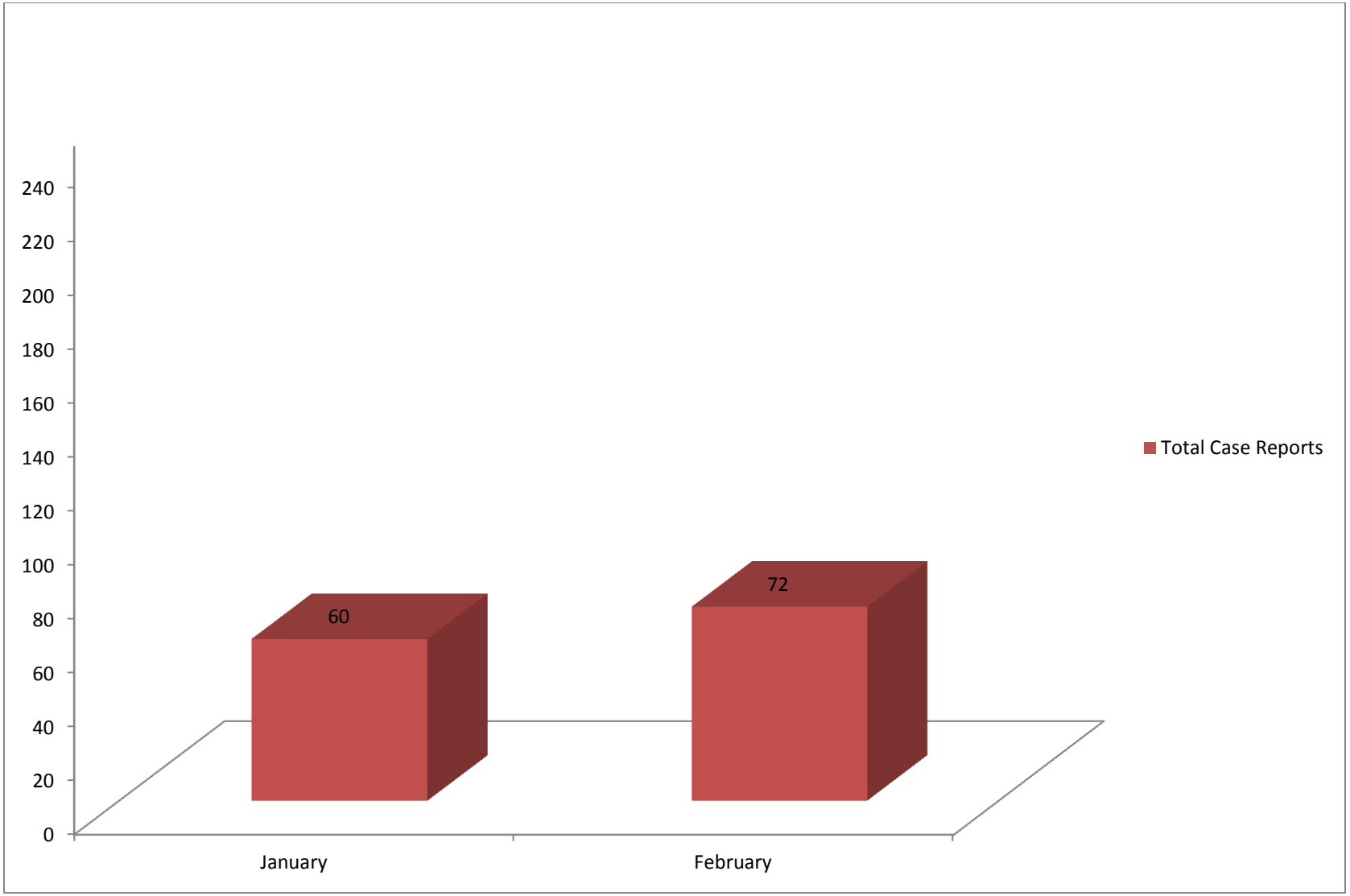
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 3 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 4 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Locations of Incidents

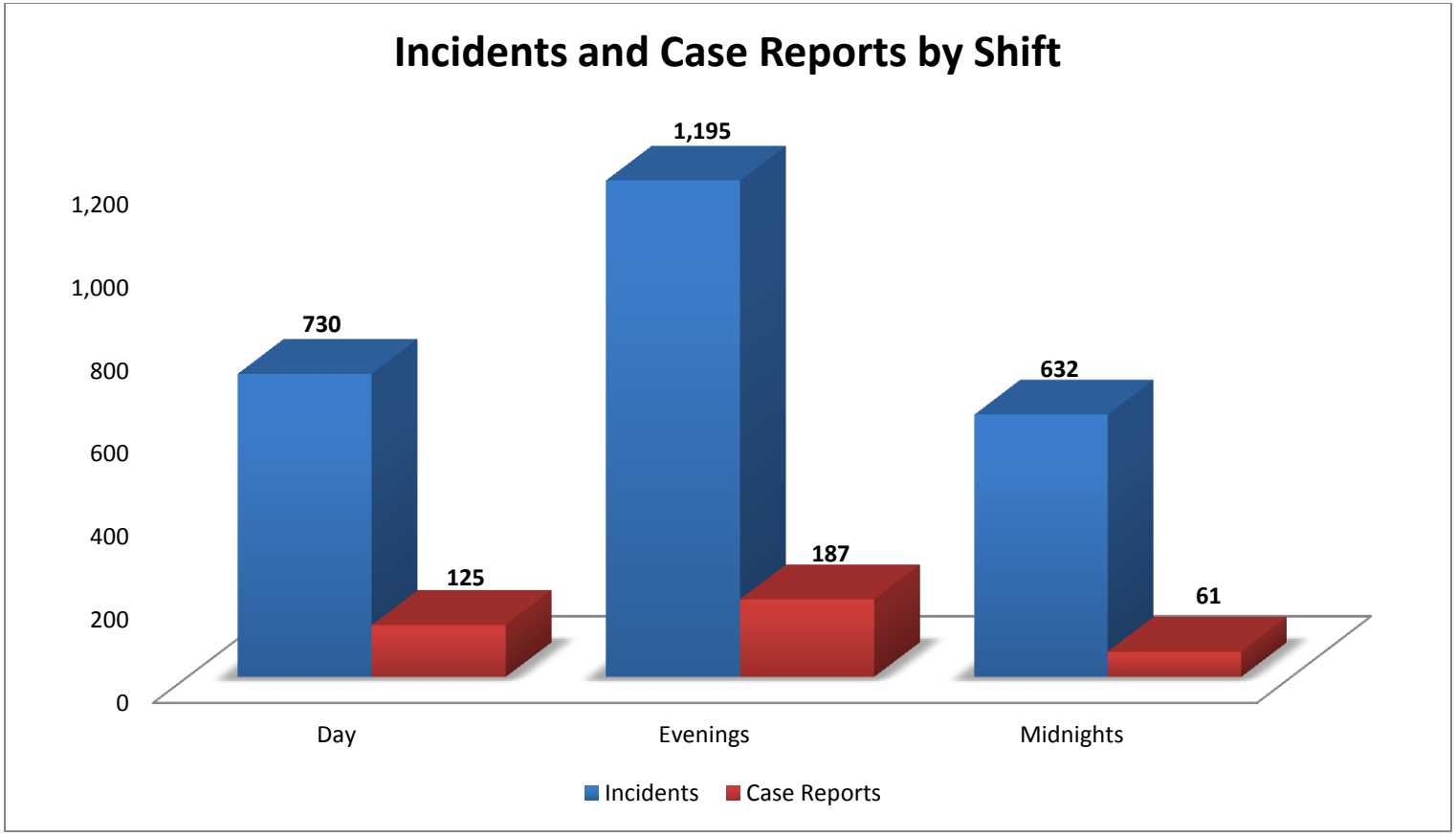
The table below illustrates the total of Incidents and Cases from February 1, 2017 thought February 28, 2017 to the locations listed.

Location	*Incidents* (Excluding Patrol Checks)	*Case Reports*
1407 Dixon Blvd	57	33
2700 SR.524	47	13
1080 N. Fiske	30	8
800 N. Fiske	26	4
1514 Clearlake Rd	24	5
900 Friday Rd	23	0
1010 N. Fiske Blvd	8	0
1524 Clearlake Rd	8	2
TOTAL	**223**	**65**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Incidents and Case Reports by Shift

The chart below illustrates incidents and cases reported by shifts. For the purpose of this report, the shifts were broken down into day shift, evening shift and midnight shift. Midnight shift experienced the lowest number of incidents and cases. Evening shift experienced the highest number of incidents and cases.



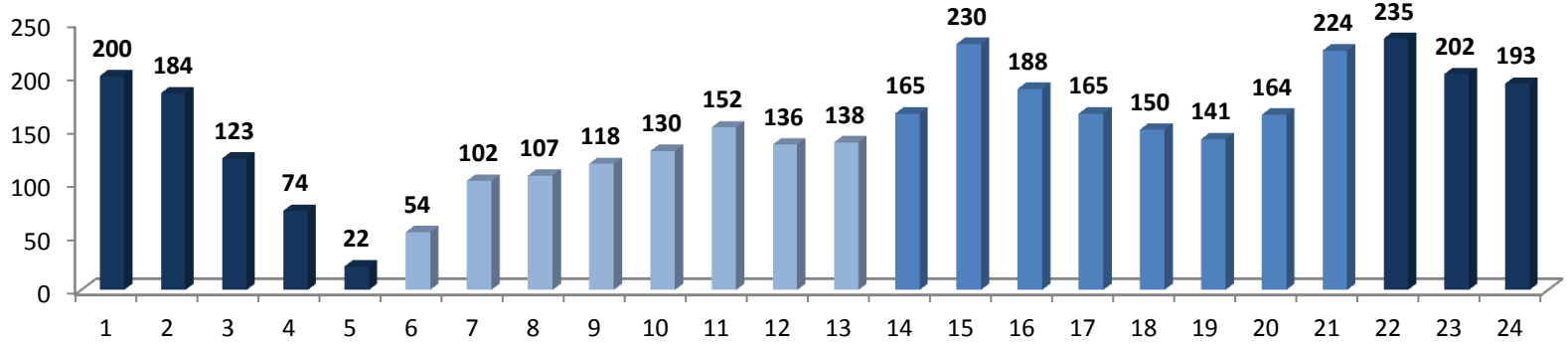
NOTE: The totals in the graph above do not include Patrol Checks.

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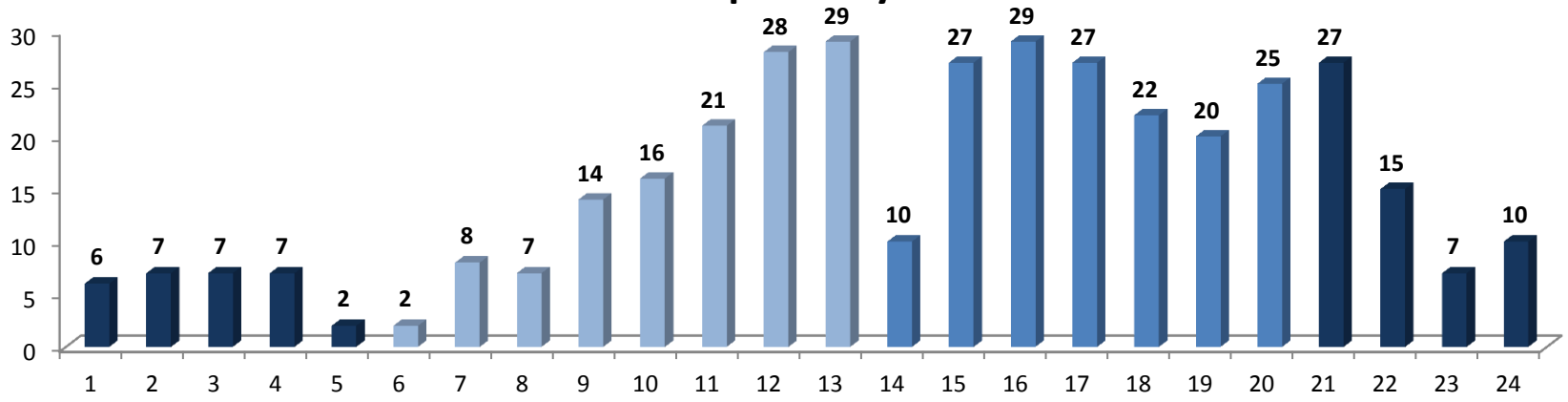
Incidents and Case Reports by Hour

Note: The charts below illustrates incidents broken down by time of day including Patrol Checks.

Incidents by Hour

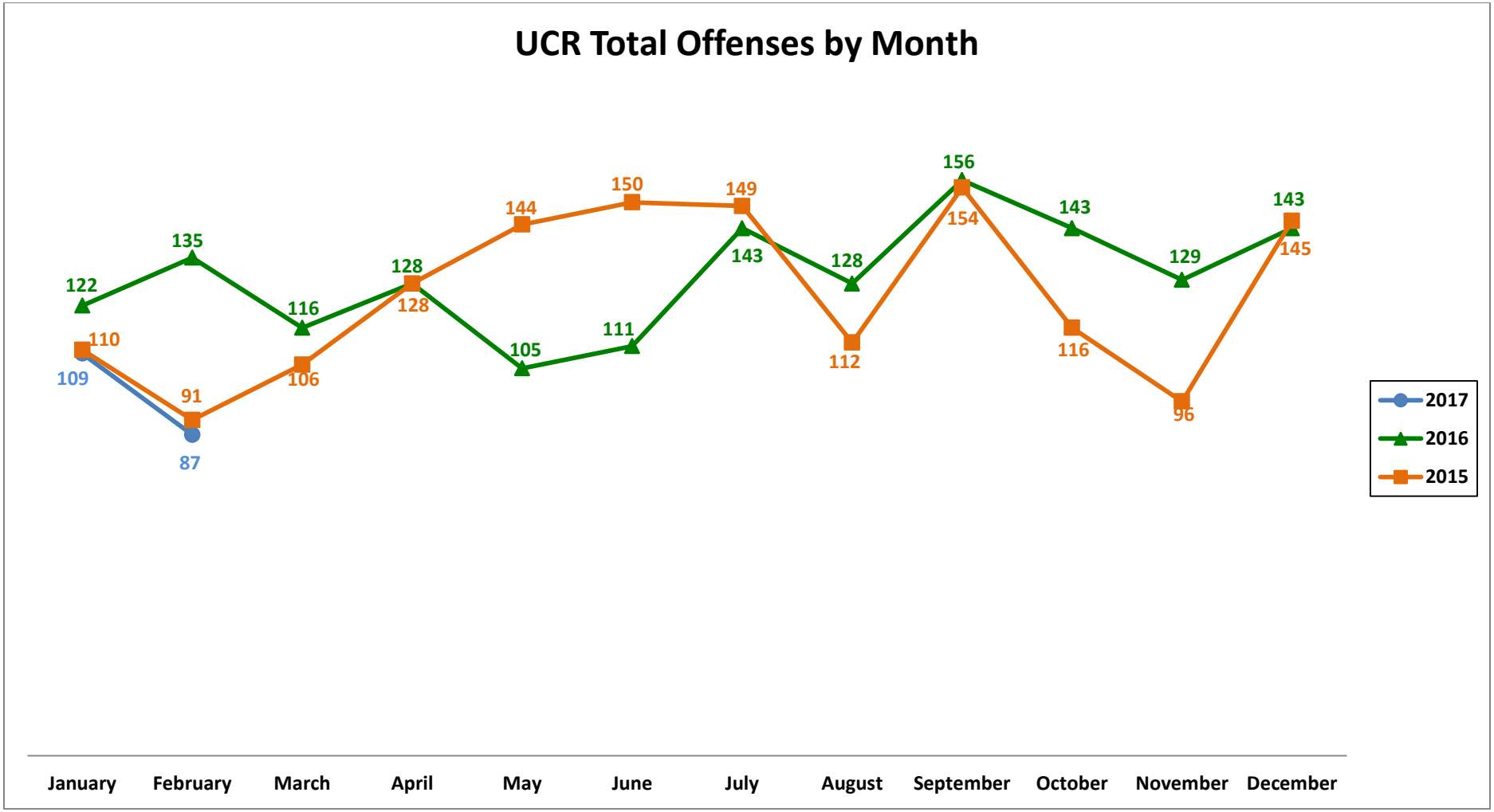


Case Reports by Hour



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total UCR Offenses by Month - 2017, 2016 & 2015



***NOTE:** UCR Simple Assaults Offenses totals are no longer included in the 2017 line graph.**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst