City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Wednesday, April 8, 2020

10:00 AM

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:

20-198 Approve the Agenda for the Regular meeting of April 8, 2020, as presented or with amendments.

Attachments: 04-08-2020 Short Agenda ADA.pdf

MINUTES:

II.2(a) 20-199 Approve the Minutes of the Regular meeting of March 11, 2020, as written or with amendments.

Attachments: 03-11-2020 Minutes ADA.pdf

EXHIBIT A: BrevardMuseumCocoa.pdf

EXHIBIT B: Statement provided by City Manager Letter.pdf

III. AWARDS AND PRESENTATIONS:

IV. DELEGATIONS:

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

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

V. REPORTS:

VI. CONSENT AGENDA:

VI.1 20-187 Approve Task Order 2020-09 with Jacobs Engineering Group (Jacobs) to conduct a Corrosion Control Treatment (CCT) analysis studying changes in important water quality parameters resulting from the addition of Cal-Flo to the potable water distribution system to establish new Optimal Water Quality Parameters (OWQP) as a Permit Clearance Requirement set forth by FDEP; To Approve a Resolution Amending the FY2020 Budget, Budget Transfer Form #20-055-T. (Utilities Director)

Attachments:
- TO-JACOBS 2020-09 $111,058.00 - UT.pdf
- City-of-Cocoa-Scope-Corrosion-Control-TO-2020-09.pdf
- 02_05_2020 Agreement for Continuing Engineering Services for Water System.
- Budget Resolution FY20.docx
- BAF 20-055-T -UT-GW Cal-Flo ph Adjust (4-8-20) Agenda 20-187.pdf

VI.2 20-192 Approve Task Order #2020-03 using the Marine Contract Continuing Services Agreement for C&D Construction, to excavate the Harrison Street Relief Channel and desilt the adjoining double-cell box culverts. Approve a Resolution Amending the FY2020 Budget, BAF#20-054-T, and Approve a Resolution for Budgetary Contingency in the amount of $19,765. (Public Works Director)

Attachments:
- 040820 - C&D Construction - Resolution Contigency.docx
- Budget Resolution FY 2020.docx
- BAF 20-054-T -PW-HarrisonReliefChannel (4-8-20) Agenda 20-192.pdf
- Harrison Street Box Culvert Maintenance Bid Sheet.xlsx
- AGREEMENT.pdf
- COI Exp 10.5.20.pdf
- PROPOSAL.pdf
- TO-CD CONSTRUCTION 2020-03 $197,650.pdf
- TRACK SHEET.pdf

VII. PUBLIC HEARINGS:

VIII. COUNCIL BUSINESS:

VIII.1 20-197 Consider the reappointment of Ms. Janne Etz to the Cocoa CRA through April, 2022. (Administrative Services Director)

Attachments:
- Cocoa CRA Roster.pdf
- Intent to Reapply.pdf

VIII.2 20-202 Consider approving a Interim City Manager Employment Agreement with Matthew Fuhrer, effective March 17, 2020. (City Attorney)

Attachments:
- Interim City Manager Employment Contract_Mathew Fuhrer.pdf

IX. CITY BUSINESS:

IX.1 20-186 Award Bid 20-06-COC for Local Agency Program (LAP) funded sidewalk through the Florida Department of Transportation (FDOT) to lowest and most responsive bidder, Parkit Construction, Inc. for $187,095.62. Approve a Resolution Amending the FY20 Budget and corresponding Budget Adjustment Form #20-057-A... Approve a Resolution for Construction Contingency in the amount of $8,833. (Public Works Director)

Attachments:
- Budget Resolution FY 2020.docx
- BAF 20-057-A -PW-Sidewalk LAP Agreement (4-8-20) Agenda 20-186.pdf
- Bidder Eligibility for Award and Tabulation Sheet.pdf
- 022720 - Parkit Construction - $187, 095.62.pdf
- EXECUTED 441205-1-58-01 - LAP Agreement - Cocoa - Sidewalk Project.pdf
- Notice of Intent_B-20-06-COC (FDOT LAP Sidewalk Improvement Project)-sign
- Form of Agreement_B-20-06-COC (FDOT LAP Sidewalk Improvement Project)
- 040820 - Parkit Construction - Resolution Contingency.docx

IX.2 20-191 Approval to submit costs associated with the COVID 19 Pandemic to FEMA and the Florida Division of Emergency Management for potential reimbursement, and to approve a resolution authorizing the City Manager or Finance Director to sign any contracts and amendments related to these reimbursements. (Finance Director)

Attachments:
- COVID 19 Response Resolution.docx
- Federal COVID-19 Emergency Declaration.pdf
- Brevard County Emergency Declaration.pdf

IX.3 20-200 Approve a Resolution providing for tolling and extension of pending Zoning and Land Use applications, agreements, resolutions, ordinances, and building permits that are set to expire before the expiration of the current Local State of Emergency. (Community Services Director)

Attachments:
- Resolution 20-137 Coronavirus Tolling Development Permit Timeframes.docx

MULTI-YEAR CONTRACTS:

X. INFORMATIONAL AGENDA:

X.1 20-193 Waste Management Annual Review

Attachments:
- Annual 19 Review Report.doc

X.2 20-203 Informational Item: The severance and accrual payout for John Titkanich, through the use of General Fund Balance Reserves and a condition of the Mutual Separation Agreement, Approved by City Council on March 17, 2020, Budget Resolution Number 2020-130 and Budget Amendment # 20-056-A. (Finance Director)

Attachments: Budget Resolution FY 2020-130.docx

03-17-2020 Journal ADA.pdf

BAF 20-056-A-AS-JT Payout Adjustment (3-17-20) Agenda 20-203.pdf

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

Due to the COVID-19 Emergency and the closing of City Hall to the public to limit public gatherings in accordance with Federal and State directives, the City of Cocoa will be utilizing Communications Media Technology (CMT) for upcoming City Council meetings pursuant to the Governor's Executive Order Number 20-69 and Florida Statutes, Section 120.54(5)(b)(2), specifically one or more members of the City Council may attend and participate by speakerphone. In-person attendance by the public will not be allowed at this meeting due to the COVID-19 Emergency and the closing of City Hall to the public. However, interested persons are encouraged to view and listen to the meeting by accessing the meeting at the following internet addresses:

(1) https://tinyurl.com/s5e875r or
(2) https://cocoa.legistar.com/DepartmentDetail.aspx?ID=26365&GUID=FF9D3369-D354-4FAB-800A-57D0AEE30153&Mode=MainBody

In addition, interested persons may submit their written comments or questions regarding the meeting prior to and during the meeting through Email, via the following email address: meetings@cocoafl.org. Interested persons who wish to provide public input during the meeting will also be able to do so by calling 321-433-8446. For more information about this CMT meeting or to provide information to be considered at this meeting, contact the City Clerk at the contact information stated above.

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

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

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

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

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

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

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

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

Legislation Details (With Text)

File #:	20-198	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	3/25/2020			**In control:**	City Council
On agenda:	4/8/2020			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of April 8, 2020, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	04-08-2020 Short Agenda ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 25, 2020
Agenda Date: April 8, 2020
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of April 8, 2020, 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 8, 2020, as presented or with amendments

Agenda
City of Cocoa
Regular Meeting of The City Council

Date: April 8, 2020
Time: 10 a.m.
Location: 65 Stone Street Cocoa, FL 32922

I. Opening Matters:

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

II. Approval Of Agenda And Minutes:

1. Agenda: Regular Meeting of April 8, 2020 (20-198)

2. Minutes: (a) Regular Meeting of March 11, 2020 (20-199)

III. Awards and Presentations:

None.

IV. Delegations:

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

Speaker cards are located in the Council Chamber lobby and should be provided to the City Clerk. Please observe the time limit of five (5) minutes while speaking

under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. Reports:

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

VI. Consent Agenda:

1. Approve Task Order 2020-09 with Jacobs Engineering Group (Jacobs) to conduct a Corrosion Control Treatment (CCT) analysis studying changes in important water quality parameters resulting from the addition of Cal-Flo to the potable water distribution system to establish new Optimal Water Quality Parameters (OWQP) as a Permit Clearance Requirement set forth by FDEP; To Approve a Resolution Amending the FY2020 Budget, Budget Transfer Form #20-055-T. (20-187). (Utilities Director)

2. Approve Task Order #2020-03 using the Marine Contract Continuing Services Agreement for C&D Construction, to excavate the Harrison Street Relief Channel and desilt the adjoining double-cell box culverts. Approve a Resolution Amending the FY2020 Budget, BAF#20-054-T, and Approve a Resolution for Budgetary Contingency in the amount of $19,765. (20-192). (Public Works Director)

VII. Public Hearings:

None.

VIII. Council Business:

1. Consider the reappointment of Ms. Janne Etz to the Cocoa CRA through April, 2022. (20-197). (Administrative Services Director)

2. Consider approving a Interim City Manager Employment Agreement with Matthew Fuhrer, effective March 17, 2020. (20-202). (City Attorney)

IX. City Business:

1. Award Bid 20-06-COC for Local Agency Program (LAP) funded sidewalk through the Florida Department of Transportation (FDOT) to lowest and most responsive

bidder, Parkit Construction, Inc. for $187,095.62. Approve a Resolution Amending the FY20 Budget and corresponding Budget Adjustment Form #20-057-A... Approve a Resolution for Construction Contingency in the amount of $8,833. (20-186). (Public Works Director)

2. Approval to submit costs associated with the COVID 19 Pandemic to FEMA and the Florida Division of Emergency Management for potential reimbursement, and to approve a resolution authorizing the City Manager or Finance Director to sign any contracts and amendments related to these reimbursements. (20-191). (Finance Director)

3. Approve a Resolution providing for tolling and extension of pending Zoning and Land Use applications, agreements, resolutions, ordinances, and building permits that are set to expire before the expiration of the current Local State of Emergency. (20-200). (Community Services Director)

Multi-Year Contracts:

X. Informational Agenda:

1. Waste Management Annual Review. (20-193). (Public Works Director)

2. Informational Item: The severance and accrual payout for John Titkanich, through the use of General Fund Balance Reserves and a condition of the Mutual Separation Agreement, Approved by City Council on March 17, 2020, Budget Resolution Number 2020-130 and Budget Amendment # 20-056-A. (20-203). (Finance Director)

XI. Adjournment:

XII. Notice To The Public:

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

Due to the COVID-19 Emergency and the closing of City Hall to the public to limit public gatherings in accordance with Federal and State directives, the City of Cocoa will be utilizing Communications Media Technology (CMT) for upcoming City Council meetings pursuant to the Governor's Executive Order Number 20-69 and Florida Statutes, Section 120.54(5)(b)(2),specifically one or more members of the City Council may attend and participate by speakerphone. In-person attendance by the public will not be allowed at this meeting due to the COVID-19 Emergency and the closing of City Hall to the public. However, interested persons are encouraged to view and listen to the meeting by accessing the meeting at the following internet addresses:

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

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

In addition, interested persons may submit their written comments or questions regarding the meeting prior to and during the meeting through Email, via the following email address: meetings@cocoafl.org. Interested persons who wish to provide public input during the meeting will also be able to do so by calling 321-433-8446. For more information about this CMT meeting or to provide information to be considered at this meeting, contact the City Clerk at the contact information stated above.

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

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

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

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

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

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

Legislation Details (With Text)

File #:	20-199	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	3/25/2020			**In control:**	City Council
On agenda:	4/8/2020			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of March 11, 2020, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	03-11-2020 Minutes ADA.pdf EXHIBIT A: BrevardMuseumCocoa.pdf EXHIBIT B: Statement provided by City Manager Letter.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 25, 2020
Agenda Date: April 8, 2020
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of March 11, 2020, 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 11, 2020, as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

March 11, 2020

A Regular City Council Meeting was held on Wednesday, March 11, 2020, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Williams called the meeting to order at 6:03 p.m.

Chief Lamm provided the invocation and Councilmember 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:	Jake Williams, Jr.	Mayor
	James Goins	Deputy Mayor
	Don Boisvert	Councilmember
	Lorraine Koss	Councilmember
	Brenda Warner	Councilmember
	Anthony Garganese	City Attorney
	John A. Titkanich, Jr.	City Manager
	Matt Fuhrer	Assistant City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Nancy Bunt, Community Services Director; Michael Cantaloupe, Chief of Police; Jonathan Lamm, Fire Chief; Bryant Smith, Public Works Director; Rebecca Bowman, Finance Director; Gail Bantugan, Leisure Services Manager; LeShawn Hinton, Helpdesk Support Tech; Sharon Brantley, IT Intern; Lora Howell, Deputy Finance Director; Charlene Neuterman, Deputy Community Services Director; Gary Palmer, Public Works Facilities Manager; Samantha Senger, Public Relations Specialist/Assistant to the City Manager; Dodie Selig, Planning Manager; Lt. Ondo, Cocoa Police Department; Brian Green, WFO Mechanic II;

David Roe, WFO Mechanic II; Bryan Slingsby, Certified Operator; James McPeak, Utility Mechanic; and Heath Hancher, Purchasing Manager.

II. Approval Of Agenda And Minutes:

1. Agenda: Regular Meeting of March 11, 2020 (20-143)

2. Minutes: Regular Meeting of January 8, 2020 (20-144)
Special Meeting of January 30, 2020 (20-145)

City Manager Titkanich requested that the agenda be amended to add an item under Council Business, which would be Item VIII.2, regarding a Resolution relating the Coronavirus (COVID-19) and the FOM.

* **MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Goins, to approve the agenda with amendments for the Regular meeting of March 11, 2020.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

* **MOTION by Deputy Mayor Goins; Seconded by Councilmember Koss, to approve the Minutes of the Regular meeting of January 8, 2020 and the Special meeting of January 30, 2020 as written.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. Presentation to Councilmember Warner for her completion of the Florida League of Cities Institute for Elected Municipal Officials IV (IEMO IV). (20-146). (Mayor Williams)

   Mayor Williams presented Councilmember Warner with a certificate of completion for the Florida League of Cities Institute for Elected Municipal Officials IV.

2. Presentation by Dr. Ben Brotemarkle with the Brevard Museum of History and Natural Science. (20-147). (Councilmember Koss)

Dr. Brotemarkle introduced himself as the Executive Director of the Brevard Museum of History and Natural Science and provided a presentation[1] on the museum.

He provided a brief history on the museum, explaining that it was incorporated in 1969.

The museum has published several books and he explained in detail the educational opportunities as well as other events that go on at the museum.

About ten thousand kids come through the museum each year and he mentioned one of their most popular exhibits which is the Windover exhibit.

Dr. Brotemarkle believes that the museum is a wonderful resource but museums are not self-sustaining. They have used the Taylor Trust for many years but that is now depleted. They are applying for grants which could take years. They are requesting that the City consider a multi-year agreement for three years at $50,000 per year. This would be about half of their budget and would help sustain them until they can procure other support.

Councilmember Koss advised that the museum was in District 4 and she could see that area being an academic district in the future with the college, Adult Educational facility on Clearlake Road, the planetarium, the museum, and the Solar Energy Center.

Councilmember Koss mentioned that she would set up a date to visit the museum to see what it is all about. She further pointed out that Dr. Brotemarkle will be interviewing Jewel Collins tomorrow morning. Dr. Brotemarkle added that he along with two other board members would be helping with the interviews.

Ms. Tracy Moore, a museum board member, reiterated what Dr. Brotemarkle said and stressed the importance of the museum in Brevard County. This is an opportunity to showcase Brevard County. She has enjoyed the time that she has spent working with the museum. It would be a shame if the support ended for the museum, not only in Brevard County, but for the state as well.

IV. Delegations:

Tammy Eastburn, 6695 Corto Road, Cocoa, distributed information to Council. She mentioned that she was sure that Council had been informed of her termination after almost thirty-two years of dedicated service. Ms. Eastburn provided a copy of her performance evaluation that was given to her on February

[1] EXHIBIT A: Brevard Museum of History & Natural Science Presentation

27, 2020, along with her previous evaluation submitted by her previous manager which was denied by the Finance Director. She stated that what they had in front of them was a classic example of retaliation and retribution at the highest level and an amount of abusive power that she has never seen before with the City of Cocoa. All of this was done under the direction of the City Manager.

She noted that the Purchasing Manager was hired six months ago with no municipal experience. Within these six months he has had bid protests and terminated a thirty-one year veteran. The citizens and bidders of Cocoa need to be paying close attention to purchasing.

Ms. Eastburn felt that her termination hearing was unjust and humiliating. She was not allowed legal counsel per the City's personnel handbook so she had to represent herself. Under the leadership of the City Manager, two new unions have evolved, and unions are brought in because of poor management. She and others have attempted to join unions but have been denied. She believed that this was why arbitration was critical.

Ms. Eastburn noted that this hearing was in order to defend herself and to have witnesses but eighty percent of her questions were shut down by the City Manager. She advised that she asked the Purchasing Manager why he took creepy pictures which was sexual harassment and why he directed her to use post it notes on specific types of emails.

In the City Manager's strategic planning, he has gone from a three-person department to many under him. He gets rid of employees who love their job and follow city policy. Employees now know the extent and level of dishonesty and unethical choices these executive team members will go to in order to protect the City Manager and some of his executive staff. She finds it horrifying and knows many talented employees who have been instructed to resign under certain circumstances. They followed policies and asked questions about things going on and not part of the City policy. They did so because they care and for this they were forced out.

Ms. Eastburn requested that Council not renew the City Manager's contract, to look into the wrong-doings on the third floor, such as why cash is never balanced, and why things are changing in purchasing starting with transparency, excessive sole-sources, and why the FOM was removed from the website.

Ms. Eastburn advised that they knew she was going out and was in the FRS Drop and will now loose over $200,000 in Drop money.

Anita Gibson, 451 Stone St., Cocoa, pleaded for the implementation of a code case unit. She pointed out that she has been in contact with the Chief and Detective Columbo and asked if there was a budget for a unit in Cocoa and Brevard County. Residents need to know that something is being done.

Councilmember Warner noted that the Sheriff's office does have a cold case unit and asked if she had talked to him. She noted she has only talked to Chief Cantaloupe. Councilmember Warner assured Ms. Gibson that they would go together to meet with the Sheriff.

V. Reports:

Jennifer Riggs, 1629 Indian River Drive, Chairperson of the Sustainability Advisory Committee announced that the committee has completed its draft plan which represents over 800 hours of volunteer time. She advised that if anyone had any questions when reviewing the plan she would be happy to help answer them.

Mr. Smith noted that the annual resurfacing would begin this month and they would do the milling in April.

He mentioned that the City worked with the Church of Viera and the cleanup of Fern and Prospect Park went very well. Volunteers with Publix are going to do cleanup at Bracco Pond as well.

Ms. Bowman mentioned that the annual audit is underway and the statements will be issued at the end of April.

City Manager Titkanich read the attached statement[2] into the record, pursuant to his employment contract.

Mayor Williams asked if a motion needed to be made to not automatically renew the City Manager's contract. In response, City Attorney Garganese stated that he did not believe that they needed to do anything. He recalls that pursuant to his contract, he needed to express that he does not seek renewal, which he has done, and so it will just expire September 30, 2020.

Deputy Mayor Goins congratulated Mr. Smith and Public Works as they did an awesome job with cleanup from Rosa L. Jones to Endeavor Elementary. There were a lot of people from outside of the community helping. He felt that as a City something should be done for the Church of Viera. He reiterated his thanks to Public Works.

[2] EXHIBIT B: Statement read by City Manager John Titkanich, Jr.

Councilmember Warner thought it would be nice to implement a program to recognize all of the churches who volunteer and do things for the City.

Deputy Mayor Goins spoke about the Michael C. Blake neighborhood and encouraged Council to look at affordable housing within the City. There are a lot of vacant lots in this area and asked for monies to be dedicated to affordable housing.

Mayor Williams advised that he has been talking with two developers who want to come to the city to do affordable housing. They are not ready to speak with staff at this time but explained a little about what the developers were proposing.

City Manager Titkanich explained that the subdivision has been subdivided and the Diamond Square CRA has appropriated funds to make the lots ready, so that costs can be offset. He further explained certain provisions in bond covenants in relation to affordable housing and economic development within the City.

Deputy Mayor Goins was aware that sometimes government takes a long time and does not want this issue to go on for two or three years. City Manager Titkanich assured him that staff understood and would work on this, however, the Diamond Square CRA has just been reconstituted.

Deputy Mayor Goins was aware that there are a lot of changes and Council cares about everyone. There will be some trying times ahead with a lot of transition. He reiterated his appreciation of everyone.

Councilmember Koss agreed that there would be challenges ahead but wanted to move forward positively. She noted that they Joe Lee Smith Center would be opening soon and on April 11th there would be a field trip to the Wells Built Museum in Orlando.

She mentioned that she spoke at the “Women’s Right to Vote” event at Cocoa High School and the Cocoa High School chorus performed. It was a great event. The chorus just came back from a regional competition where they advanced to the State level. There is a lot of great talent.

Cambridge Elementary are the chess champions and they have agreed to teach Council how to play. On March 27th they will be celebrated with a pizza party at the Porcher House from 4-6 p.m. Councilmember Koss further explained the significance of having this at the Porcher House.

Lastly, she spoke in detail about an article relating to plastics and provided the article to the Clerk to make copies for Council. She has a model resolution from Satellite Beach and asked for a consensus among Council to have staff bring

back a resolution in regards to getting rid of plastic straws. The resolution would apply to events held by the City.

IT WAS A CONSENSUS AMONG COUNCIL TO HAVE STAFF BRING A RESOLUTION BACK.

Deputy Mayor Goins announced that the Emma Jewel Charter Academy Odyssey of the Mind club placed third place at the Space Coast Competition and made it to State so they are raising funds to compete at the Orange County Convention Center.

Mayor Williams thanked City Manager Titkanich for his service and when he looks at Fern Meadows and Adamson Creek he knows that he played a vital role in those developments as well as in other areas that he helped with.

He thanked Assistant City Manager Fuhrer, Public Works, and the Police Department for the cleanup that was done at the graveyard.

Mayor Williams questioned the status on the Lien Amnesty Program and the mobile vendors and would like for that information to be brought back to Council.

He spoke of his attendance at the Black History Event at Cocoa High School and provided an update on Cocoa High's girls basketball team, as well as Eastern Florida State College's men's basketball team.

He attended the Soul Food Regalia at Eastern Florida State College and was the celebrity guest chef at Emma Jewel Charter School, along with the Chief of Police. They spoke about perseverance. Emma Jewel's Black History program was phenomenal as well. Carl "CJ Harris" Herriott received the Community Pioneer Award.

Mayor Williams spoke about an NAACP Leadership Event that he attended this past Saturday with others in the county. It was a nice event.

Lastly, he received a tour of the Crying Monk which is a really nice facility and he mentioned that the Red Eye Rugby Team will be brought in to do a presentation at the next Council meeting.

Deputy Mayor Goins announced that on March 21, 2020 from 11 am until 2 pm there is a "Spring Break Family Picnic" and it is in regards to the 2020 Census. There will be free food, bounce houses, games, face painting, etc. The Census is very important and some do not understand what the census is. He urged all to fill out post cards that are received in the mail. Additionally, there are yard signs available if anyone would like one for their yard.

City Manager Titkanich stressed the importance of census counts, as this can affect funding from the federal level. He urged everyone to take the time to fill this information out as it is only about nine questions.

Mayor Williams added that Emma Jewel men's youth basketball team won the championship as well.

Mayor Williams spoke about the possibility of going back to a Tuesday night Council meeting. He feels that Wednesday's interfere with a lot. Councilmember Warner agreed that Tuesday was better.

Mayor Williams would also like all to consider bringing back the Beautification Board.

VI. Consent Agenda:

None.

VII. Public Hearings:

None.

VIII. Council Business:

1. Consideration of a Donation Application for Cocoa Youth Athletics "Building Tiger Nation" project in the amount of $1,000. (20-150). (Administrative Services Director)

*** MOTION by Councilmember Warner; Seconded by Deputy Mayor Goins, to approve the donation application for Cocoa Youth Athletics "Building Tiger Nation" project in the amount of $1,000.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Resolution to declare an exception to the purchasing policy due to the Coronavirus.

City Manager read the Resolution, by title only, into the record.

RESOLUTION NO. 2020-125

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, DECLARING AN EXCEPTION TO THE FINANCIAL OPERATIONS MANUAL

PURCHASING POLICY DUE TO CORONAVIRUS AND POSSIBLE AFFECTS TO CITY OF COCOA OPERATIONS; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

City Manager Titkanich advised that there has been a staff working group which has met and Chief Lamm has been participating in Brevard EOC. Ms. Senger has also been in the Brevard County Public Information networks. He mentioned that we are focusing on being here, operational, and able to provide municipal services. To date, there have been twenty-one Florida residents infected with the virus and two Florida deaths. They are currently monitoring a little over 1200 more people. He encouraged all that if you feel symptoms to call the Department of Health to report or reach out to 211.

City administration has been identifying staff that might have an elevated risk such as first responders, community services, or those might come in contact more with the public. Information Technology is looking at telecommuting possibilities as well for employees so that operations can be maintained.

Additionally, all facility departments will be responsible for their own trash pickup in order to free custodial time to sanitize and clean locations and there was a moratorium for work related airline travel that has been implemented.

City Manager Titkanich further noted that he has authorized the lease and purchase of handwashing stations to be placed in public places and Public Relations has been doing public service announcements and videos on ways to pay bills and how to avoid getting someone infected.

Staff will continue to participate in meetings with Brevard County and Finance has developed a project number in case of future federal funding.

This resolution lifts purchasing authority.

Mayor Williams mentioned that he was on a call today with the White House for a briefing and they have been working closely with the Florida Department of Emergency Management. They are encouraging all to buy local.

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Warner, to approve the Resolution.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

City Manager Titkanich added that the City would follow the direction from the Governor. All other cities are doing the same. There are a lot of decisions to be made and they would come back to Council when this all is figured out. This is a staff effort and staff is working hard to ensure the continuity and continuous operations of the City.

IX. City Business:

1. Approve a Water Service Agreement/Interlocal Agreement between the City of Cocoa and the City of Cocoa Beach to Provide Water Service to Cocoa Beach Customers. (20-107). (Utilities Director)

Mr. Walsh advised that the City has franchise agreements with a couple of different cities and this one expired about two years ago. All attorneys have reviewed this agreement.

* **MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Goins, to approve the Water Service Agreement/Interlocal Agreement between the City of Cocoa and the City of Cocoa Beach to Provide Water Service to Cocoa Beach Customers.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve a Second Addendum to the Binding Development Agreement between the City of Cocoa, Florida and The Cocoa Grand, LLC and its successors to extend various permitting deadlines and to allow for certain tree removal activities prior to site plan approval, provided that certain security is provided to the City. (20-118). (Community Services Director)

Ms. Bunt provided information and gave a brief history and timeline of the development. The first addendum was approved in 2019.

She pointed out that a security bond would be provided with the tree removal, as it was a total of 326 trees.

* **MOTION by Deputy Mayor Goins; Seconded by Councilmember Warner, to approve the Second Addendum to the Binding Development Agreement between the City of Cocoa, Florida and The Cocoa Grand, LLC and its successors to extend various permitting deadlines and to allow for certain tree removal activities prior to site plan approval, provided that certain security is provided to the City.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approval to apply for a Florida Inland Navigation District (FIND) Grant for two important projects along the waterfront: reconstruction of the boat ramps at Lee Wenner Park and dredge the waterfront area at the boat ramps, the T-Dock, and day slips. (20-140). (Community Services Director)

Ms. Bunt reminded Council that at the Cocoa CRA meeting prior to this meeting they approved this in the event they receive the FIND grants and she explained what the projects would entail.

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Koss, for Approval to apply for a Florida Inland Navigation District (FIND) Grant for two important projects along the waterfront: reconstruction of the boat ramps at Lee Wenner Park and dredge the waterfront area at the boat ramps, the T-Dock, and day slips.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Approve an Interlocal Agreement (ILA) between the City of Cocoa and the City of Cape Canaveral to Identify and Share Common Costs Associated with the Design, Permitting, Bidding, and Installation of the Cocoa Utilities Project and Cape Canaveral Thurm Boulevard Project under a Unified Joint Project. (20-83). (Utilities Director)

* **MOTION by Councilmember Koss; Seconded by Councilmember Warner, to approve an Interlocal Agreement (ILA) between the City of Cocoa and the City of Cape Canaveral to Identify and Share Common Costs Associated with the Design, Permitting, Bidding, and Installation of the Cocoa Utilities Project and Cape Canaveral Thurm Boulevard Project under a Unified Joint Project.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Review the obligation contained in the Lakeside Palms West Binding Development Agreement, dated February 11, 2019, recorded in Brevard County Official Records Book 8384, Page 2900, to obtain final site plan, floodplain development permit and preliminary subdivision approval within 12 months of the Effective Date and provide direction regarding a possible extension of the deadline or declaration of default. (20-142). (Community Services Director)

Ms. Bunt presented this item and provided a background and timeline on this project. She noted it was an 89-lot subdivision.

The developer has requested an extension for one year on the development agreement and staff is recommending a twelve-month extension.

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Warner, to extend the Development Agreement for twelve months.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

Multi-Year Contracts:

X. Informational Agenda:

1. City Council's performance evaluation of City Manager from November 2018 to December 2019. No action required. (20-136). (City Manager)

XI. Adjournment:

* **MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Goins, to adjourn the Regular meeting of March 11, 2020.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 7:31 p.m.

_____

Jake Williams, Jr., Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

BREVARD MUSEUM OF HISTORY AND NATURAL SCIENCE



DR. BEN BROTEMARKLE

EXECUTIVE DIRECTOR

FLORIDA HISTORICAL SOCIETY

EXHIBIT A: Brevard Museum of History & Natural Science Presentation

BREVARD MUSEUM
OF HISTORY &
NATURAL SCIENCE



1969: BREVARD MUSEUM INCORPORATED

1973: BREVARD COUNTY SCHOOLS PROVIDES PORTABLE BUILDING

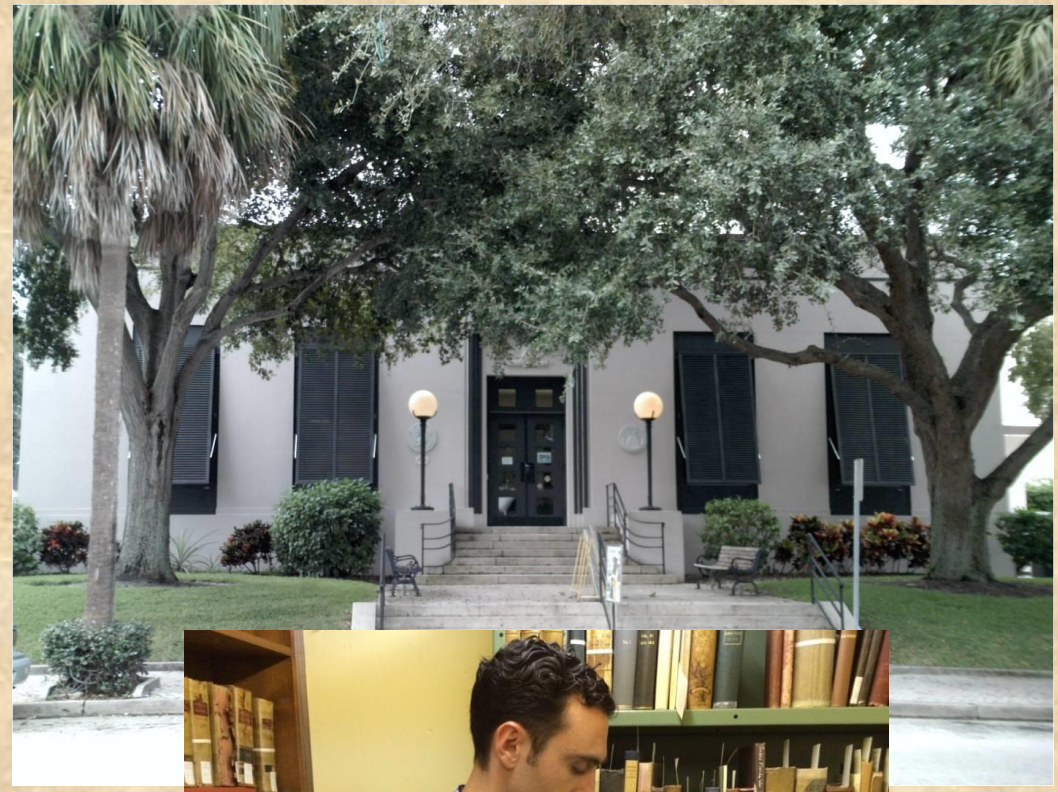
1975: GRACE AND ALBERT TAYLOR TRUST ALLOWS CONSTRUCTION, OTHER CONTRIBUTORS INCLUDE JUNIOR SERVICE LEAGUE OF COCOA-TITUSVILLE, COMMUNITY WOMEN'S CLUB OF COCOA, MERRITT ISLAND WOMEN'S CLUB

2014: OWNERSHIP TRANSFERRED TO FLORIDA HISTORICAL SOCIETY



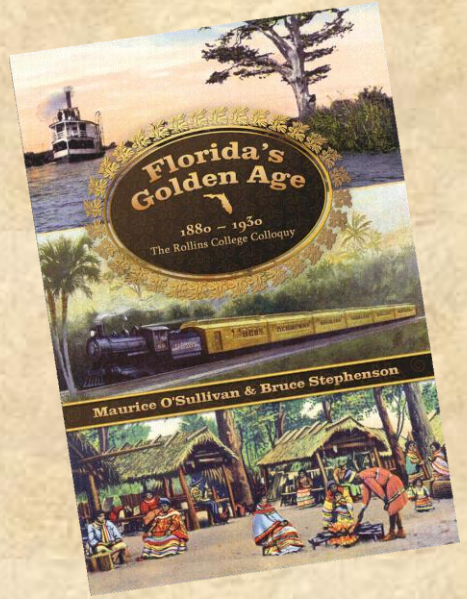
THE LIBRARY OF FLORIDA HISTORY

- Thousands of rare and out-of-print books
- Documents and maps dating from the 1500s
- Historic photographs and postcards

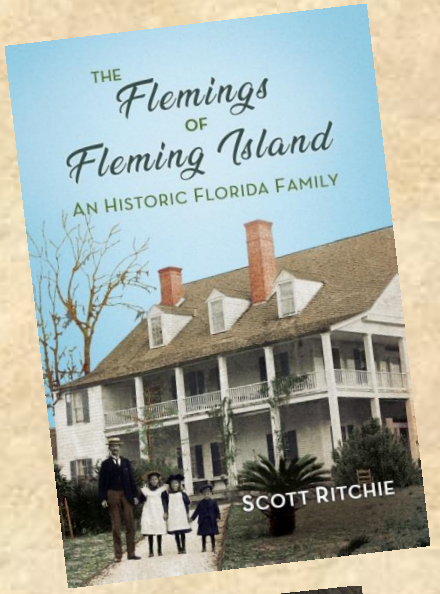


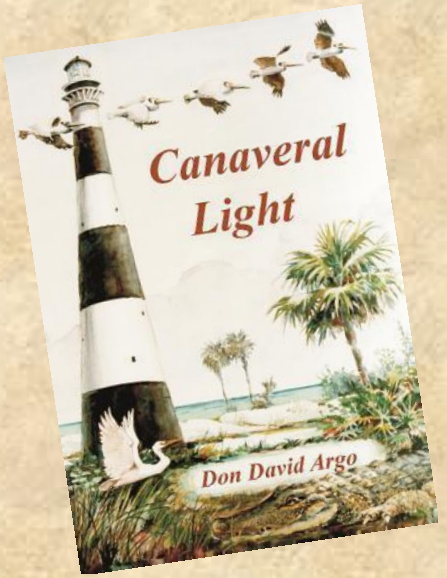


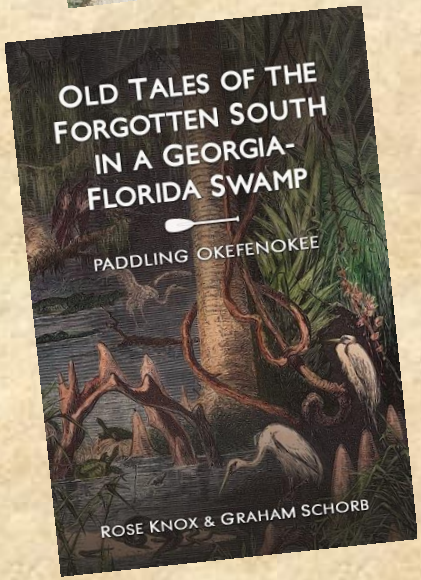
THE FLORIDA HISTORICAL SOCIETY PRESS



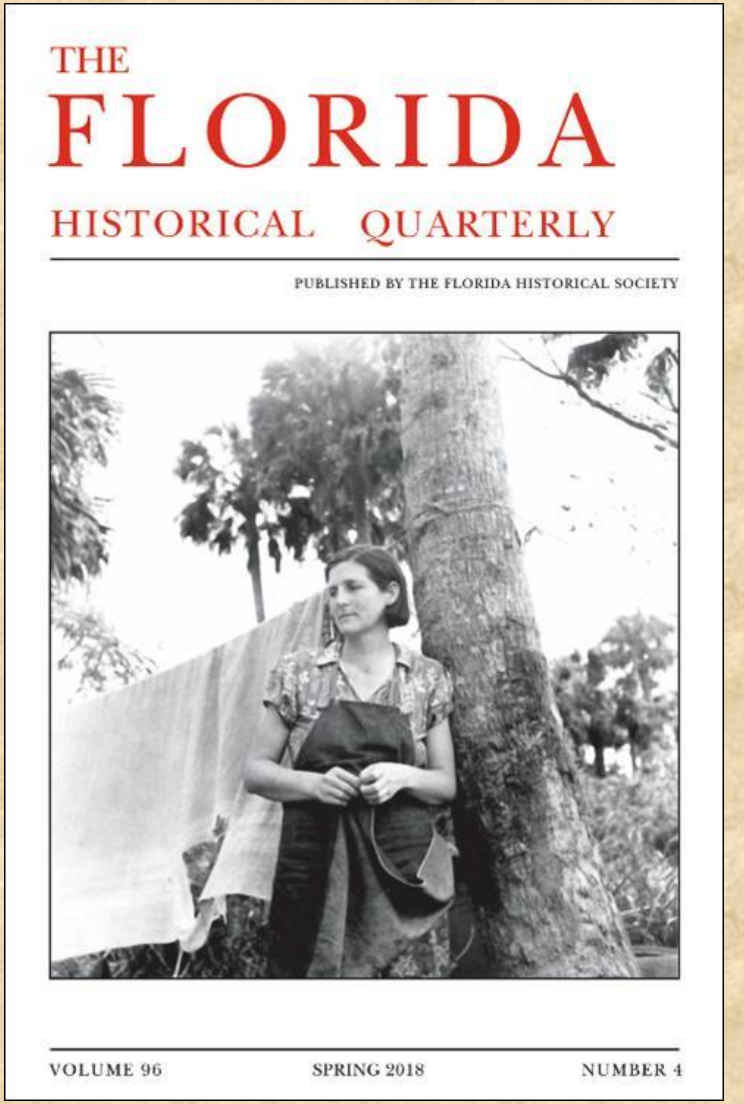
- Publishes at least five books per year
- Publishes novels as well as non-fiction books
- Reprints historically significant works
- Distributed by Ingram







THE FLORIDA HISTORICAL QUARTERLY



- Editor: Dr. Connie Lester
- Scholarly articles on a wide variety of topics relating to Florida History
- The primary benefit of FHS membership

THE HISTORIC ROSSETTER HOUSE MUSEUM AND GARDENS





FLORIDA FRONTIERS MEDIA
FLORIDA HISTORICAL SOCIETY

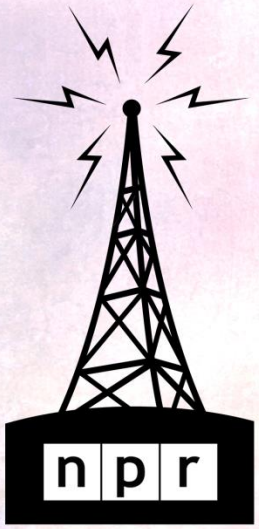
CELEBRATING MORE THAN A DECADE ON THE AIR!

FLORIDA FRONTIERS

THE WEEKLY RADIO MAGAZINE OF

THE FLORIDA HISTORICAL SOCIETY







CHECK YOUR LOCAL NPR SCHEDULE
LISTEN AS A PODCAST. OR ONLINE AT
WWW.MYFLORIDAHISTORY.ORG

FLORIDA FRONTIERS
TELEVISION
FLORIDA HISTORICAL SOCIETY



FHS ANNUAL MEETING & SYMPOSIUM





- Held annually in May
- Scholarly paper presentations
- Exciting tours of historic sites
- Awards Banquet
- …and much more!


FIRE
EXIT

BREVARD MUSEUM
OF HISTORY &
NATURAL SCIENCE









MASTODON SKELETON



GIANT SLOTH (BACKGROUND, LEFT)



SPANISH COLONIAL EXHIBIT






COCOA & ROCKLEDGE
Cracker Horses


Cracker Horses


COCOA & ROCKLEDGE
In the 1880's paddle-wheel steamboats provided the service for freight and passengers along the Indian River. Henry Flagler ran several steamboat lines to support the construction of his railroads. Even mule-drawn wagons were utilized prior to the completed railway system.
People living along the Indian River, tired to convince Henry Flagler to extend the railroad south of Daytona. The Titusville city council actually gave Flagler a franchise to run a railway on its Main Street. By November of 1892 Flagler's Jacksonville, St Augustine & Indian River Railway Co. reached New Smyrna
faster and more comfortable transportation, along with large amounts of freight. The Titusville depot was finally completed in June, 1895.
ABANDONED
FLORIDA EAST COAST RAILWAY
Henry M. Flagler was responsible for establishing Florida's tourism and agricultural industries. These accomplishments occurred after he retired from a career with Standard Oil, which he founded with partners John D. Rockefeller and Samuel Andrews. Henry Flagler's imagination and resources developed the Florida East Coast (FEC) railroad and hotels along the railroad's route through the Model Land Company. The FEC railroad was the




COCOA




BCC



CAPE CANAVERAL LIGHTHOUSE MODEL (ABOUT TEN FEET TALL)

BUTTERFLY GARDEN, NATURE TRAILS, PICNIC PAVILLION










aps they made a
hey could return to harvest more gourds
t season. The gourds were dried and used
carry water.
his was about 4,000 years before the invention
f pottery.


COMPLEXLY WOVEN CLOTH MADE
OF PLANT FIBER DISCOVERED AT
THE WINDOVER DIG IN TITUSVILLE,
IS PROBABLY THE OLDEST FABRIC
EVER RECOVERED IN THE WESTERN
HEMISPHERE, AND POSSIBLY THE
WORLD.

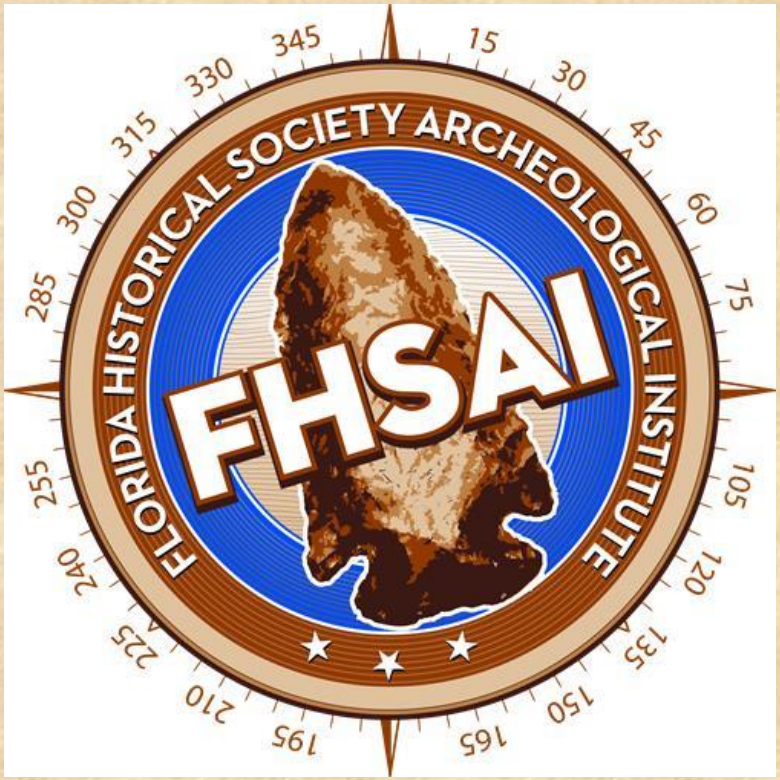









BREVARD MUSEUM
OF HISTORY & NATURAL SCIENCE
THE GRACE & ALBERT TAYLOR BUILDING
FLORIDA HISTORICAL SOCIETY
ARCHAEOLOGICAL INSTITUTE


FLORIDA HISTORICAL SOCIETY ARCHEOLOGICAL INSTITUTE
FHSAI
345
15
30
45
60
75
105
120
135
150
165
195
210
225
240
255
285
300
315
330

FHSAI LECTURE HALL






The French in 16th Century Florida
- French exploration of the New World begins in the early 1500s
- Notable figures include Giovanni da Verrazano and Jacques Cartier




PALEO HUNTERS
ARCHAIC HUNTER-GATHERERS




EAGLE
BY UITTG BABY
FLORIDA



Brevard Museum of History & Natural Science
2201 Michigan Ave.
Cocoa, FL 32926

BREVARD MUSEUM OF HISTORY & NATURAL SCIENCE

A Celebration of
Florida's Diverse History & Culture
presented by
The Florida Historical Society


TWISTER CITY




BREVARD MUSEUM
OF HISTORY & NATURAL SCIENCE



BREVARD MUSEUM OF HISTORY AND NATURAL SCIENCE



DR. BEN BROTEMARKLE

EXECUTIVE DIRECTOR

FLORIDA HISTORICAL SOCIETY

EXHIBIT B: Statement provided by the City Manager

City Manager's Office
65 Stone St. I Cocoa, FL 32922
Phone: (321) 433-8686 I Fax: (321) 433-8690

TO: Mayor and City Council
FROM: John A. Titkanich, Jr., AICP, ICMA-CM
DATE: March 11, 2020
SUBJECT: City Manager Employment Agreement

Pursuant to my existing Employment Agreement (Second Addendum, Dated July 11, 2017), specifically Section 4 (Contract Renewal), on or before the first regular City Council meeting six months prior to the expiration of any term of the Agreement, I am required to present to City Council for review and consideration of an automatic renewal for an additional three year term. My current term expires September 30, 2020.

I've had the distinct honor and privilege of serving the City of Cocoa for the past 18 plus years. During my tenure with the City of Cocoa I've worked tirelessly to improve the community and enhance the quality of life for all residents, businesses, and our visitors. I began my career with the City of Cocoa in January 2002 creating the Office of Economic Development, serving briefly as Deputy Community Development Director, more than 8 years as Community Development Director, and the past 7 plus years as City Manager.

After much reflection and consideration, I will not be seeking an additional term as City Manager. My decision to not seek an additional term is a personal and professional decision based on what is in the best interests of my family and in furtherance of my public service career. It was not an easy decision, but it is the right decision, and one with which I'm at peace.

As a professional public administrator and servant, you strive to make a difference. Working alongside and with some of the most passionate and committed public servants, it is with a profound sense of pride and professional fulfillment I will leave the City in a better place than when I was first hired as its' Economic Development Manager, and the same organizationally since being appointed City Manager. The management team is highly competent, professional and dedicated and our employees genuinely care for the residents and businesses they serve, the City is in good hands.

I will render a resignation at a time in the future consistent with the provisions of my employment agreement, and I assure City Council I will continue to administer the affairs of the City consistent with the provision of the City Charter, the laws of the State of Florida and you can rely on me to adhere to and use the ethical tenants of the ICMA Code of Ethics as the compass by which I handle the administrative and operational affairs of the City.

I would like to thank City Council and the residents of Cocoa for the opportunity to serve this community and I would especially like to thank the dedicated members of staff.

Legislation Details (With Text)

File #:	20-187	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Consent Agenda
File created:	3/19/2020			**In control:**	City Council
On agenda:	4/8/2020			**Final action:**	
Title:	Approve Task Order 2020-09 with Jacobs Engineering Group (Jacobs) to conduct a Corrosion Control Treatment (CCT) analysis studying changes in important water quality parameters resulting from the addition of Cal-Flo to the potable water distribution system to establish new Optimal Water Quality Parameters (OWQP) as a Permit Clearance Requirement set forth by FDEP; To Approve a Resolution Amending the FY2020 Budget, Budget Transfer Form #20-055-T. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO-JACOBS 2020-09 $111,058.00 - UT.pdf City-of-Cocoa-Scope-Corrosion-Control-TO-2020-09.pdf 02_05_2020 Agreement for Continuing Engineering Services for Water System.pdf Budget Resolution FY20.pdf BAF 20-055-T -UT-GW Cal-Flo ph Adjust (4-8-20) Agenda 20-187.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 23, 2020
Agenda Date: April 8, 2020
Prepared By: Peter Davis, E.I., Associate Engineer I
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order 2020-09 with Jacobs Engineering Group (Jacobs) to conduct a Corrosion Control Treatment (CCT) analysis studying changes in important water quality parameters resulting from the addition of Cal-Flo to the potable water distribution system to establish new Optimal Water Quality Parameters (OWQP) as a Permit Clearance Requirement set forth by FDEP; To Approve a Resolution Amending the FY2020 Budget, Budget Transfer Form #20-055-T.

BACKGROUND:

The City of Cocoa (City) has recently installed a new pH adjustment system on filtered water produced by the Dyal Ground Water Treatment Plant (GWTP). The purpose of the system is to create an optimal pH in the finished water for corrosion and nitrification control without precipitating out calcium carbonate in the filters which causes reduced porosity in the filter media resulting in a reduced lifespan. In combination with the carbon dioxide treatment upstream of the filters, it will also increase the total alkalinity in the finished water increasing the buffer intensity and aiding in corrosion and nitrification control in the water distribution system.

As part of the Potable Water Supply (PWS) construction permitting process, the Florida Department of Environmental Protection (FDEP) and the City have discussed the impact of this treatment change on Corrosion Control Treatment (CCT) and related Optimal Water Quality Parameters (OWQP). As an outcome, FDEP will require the City to sample for Water Quality Parameters (WQPs) at the Point of Entry (POE) sample site and at twenty-five Lead and Copper Rule (LCR) sampling sites in the distribution system during the period from January to December 2020. In addition, FDEP will require the City to go back to standard LCR sampling at a frequency of twice a year and at 100 lead and copper sample sites.

Using the sampling results, FDEP will require a CCT study to review our existing WQPS and recommend OWQPs. Staff is requesting City Council approval of Task Order 2020-09 where Jacobs will perform the CCT study and recommend new OWQPs and effective corrosion control practices. Recommendations will be based on historical samples and practices, on-site distribution system water quality assessments, and a water quality evaluation. The estimated schedule for the services under this task order is 12 months in duration.

A Budget Adjustment Form (BAF) is necessary to allocate additional dollars to the Groundwater Cal-Flo pH Adjustment, Project WS19CF.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes, but insufficient
If not budgeted, is amendment/transfer attached?	Yes, BAF #20-055-T
Amount Requested	$96,611
Account Number	421-4020-536.63-00, WS19CF
Account Name	Infrastructure
Source of Funds:	421-4020-536.46-00

Total Budget for Project WS19CF $111,058

PREVIOUS ACTION:

On August 28, 2019, City Council approved Agenda Item 19-393 approving the reallocation of $94,789.63 into the Groundwater Cal-Flo Project for SCADA control programming performed by CH2M Hill Engineers, the tapping of a 48-inch tee to sample blended water pH performed by Thompson Pipe Group, and the installation of a new metering pump, chemical feed tubes, and necessary wiring performed by Burnett Lime Company.

RECOMMENDED MOTION:

To Approve Task Order 2020-09 with Jacobs Engineering Group (Jacobs) to conduct a Corrosion Control Treatment (CCT) analysis studying changes in important water quality parameters resulting from the addition of Cal-Flo to the potable water distribution system to establish new Optimal Water Quality Parameters (OWQP) as a Permit Clearance Requirement set forth by FDEP; To Approve a Resolution Amending the FY2020 Budget, Budget Transfer Form #20-055-T.

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=8230657&GUID=797E512E-6A5E-4343-A9FF-45FDFB627BE8* is a secure document that has been embedded in this document. Double click the pushpin to view.



City of Cocoa
Task Order 2020-09
Corrosion Control Study

Background

The City of Cocoa (City) has installed a new Cal Flo treatment system on filtered water produced by the Dyal Ground Water Treatment Plant (GWTP). The purpose of the Cal-Flo system is to create an optimal pH in the finished water for corrosion and nitrification control without precipitating out calcium carbonate in the filters. In combination with the carbon dioxide treatment upstream of the filters, it will also increase the total alkalinity in the finished water, increasing the buffer intensity and aiding in corrosion and nitrification control in the water distribution system.

As part of the Potable Water Supply (PWS) construction permitting process, the Florida Department of Environmental Protection (FDEP) and the City have discussed the impact of this treatment change on corrosion control treatment (CCT) and related optimal water quality parameters (OWQP). As an outcome, the City and FDEP agreed, as documented in FDEP's email dated December 10, 2019, to sample for water quality parameters (WQPs) at the Point of Entry (POE) sample site and at twenty-five Lead and Copper Rule (LCR) sampling sites in the distribution system during the period from January to December 2020. Using the sample results, the City will then perform a CCT analysis to designate new OWQPs. During this one year period, the City will not be required by FDEP to adhere to the previously approved OWQPs.

The previously approved OWQPs were accepted by the FDEP as documented in an email dated December 2, 2014. The same email also stated that the City's system was approved for reduced monitoring. The last monitoring period for lead and copper and WQP tap sampling was June through September 2017. Based on the population served by the City, a minimum of 50 lead and copper tap samples and a total of 20 WQP samples (two tap samples per site at ten sites) had to be collected. Based on the Cal-Flo addition, the FDEP requires the City to go back to standard LCR sampling, e.g. at a frequency of twice a year and at 100 lead and copper sample sites.

Finished water at the Dyal WTP is typically a blend of treated waters from the GWTP and Surface Water Treatment Plant (SWTP). However, when Aquifer Storage and Recovery (ASR) wells are in recovery mode, finished water at the Dyal WTP is a blend of all these three waters. Source waters of, and treatment at, both WTPs are different. At the GWTP, the source water is groundwater with high hardness and alkalinity, moderate levels of organics and other minerals and low levels of dissolved metals. Production wells are completed in both the Intermediate and Floridan aquifers and there are some differences in water quality between wells. The GWTP treatment process includes softening in the solids contact clarifiers with addition of lime, soda ash and polymer, recarbonation with carbon dioxide, and media filtration. At the SWTP, source water is surface water from the Taylor Creek Reservoir with low hardness, alkalinity and other minerals and high levels of organics. The SWTP treatment process includes clarification in lamella clarifiers with addition of ferric sulfate, Cal-Flo and polymer, ozonation and media filtration. Recovered ASR water is very similar to finished water, however native water from the Floridan Aquifer blends with the treated water and the blend amount is dependent upon the ASR well and recovery stage. There are some distinct differences in the treated water chemistry

of all systems and therefore finished water chemistry is dependent upon the blend ratio of these combined water sources.

Understanding the differences in water chemistry between source waters to be blended, and varying blend ratios between GWTP, SWTP and ASR, is important for forecasting finished water quality impacts and pipe-scale stabilization on water mains as well as understanding the potential for increased corrosion rates and possible drinking water discoloration. This includes customer service pipes and premise plumbing. In addition, detention time and nitrification are known to be significant issues in the City's distribution system which uses chloramine as a secondary disinfectant. Nitrification causes the pH to drop in localized areas along the pipe-wall and this increases corrosion in mains constructed of metals.

Conducting a Distribution Assessment per FDEP guidelines will identify if there is a risk of the scenarios mentioned above occurring. Distribution Assessments involve conducting low and high flow velocity samples in the distribution mains (from fire hydrants) to obtain bulk water quality data, the type and estimated quantity of sediment buildup, and the nature of tuberculated pipe-scales (if they exist). During the assessment, non-typical water quality parameters such as Oxidation-Reduction Potential (ORP) and Dissolved Inorganic Carbon (DIC) are measured to help identify and predict the metallic nature of the pipe-scale and how it will react when exposed to different water quality. An assessment will also identify biological activity and its impact on corrosion of pipes. Once an assessment is conducted, the data can be input to computer models (WaterPro) that predict how pipe-scales react when the water quality changes, such as when Cal-Flo is put in operation, ASR wells are recovered and/or varying blending ratios.

Services proposed by Jacobs Engineering Group (Jacobs) in this Task Order will be performed in accordance with the Agreement dated February 5, 2020, between the City of Cocoa, and Jacobs Engineering Group Inc.

Jacobs will provide professional engineering services to the City in accordance with the corrosion control assessment tasks described herein. General tasks including project management, project schedule updates, invoicing, document controls, and Quality Assurance and Quality Control (QA/QC) activities are included in the individual tasks.

Scope of Work

The following tasks constitute the scope of work for this Task Order:

1. Kickoff, data gathering and additional sampling
2. Distribution system assessment
3. Water quality evaluation
4. Corrosion control treatment
5. Report of study
6. Regulatory support

The scope of each task is described in detail below.

Task 1 – Kickoff, Data Gathering and Additional Sampling

Jacobs will attend a project kick-off meeting with the City to be held at the Dyal WTP. The kick-off meeting will include a discussion on historical LCR compliance, current CCT and associated

OWQP, current and anticipated changes to the LCR, current Lead Service Line Replacement (LSLR) practices, flushing programs and practices, finished water quality and distribution system complaints and issues, and project schedule. This meeting will be held within 2 weeks from the Notice to Proceed (NTP). Jacobs will prepare an agenda and distribute a meeting summary within 5 working days after the meeting. At a frequency to be determined once the project has begun, up to five progress meetings will be held to review progress and action items.

This task will include review of information including data of historic LCR compliance sampling, source, treated, ASR recovered and distribution system water quality, communication with the FDEP and operational data and practices from both WTPs, as well as pipe age and pipe materials used in the distribution system for mains, service lines and premises plumbing. Any gaps in information will be noted and a plan for obtaining that information or developing work-arounds will be discussed with the City.

For this task, it is anticipated that the City will have their in-house or contracted laboratory perform necessary water quality sampling and analytics to develop profiles of critical water quality parameters for corrosion and nitrification control across the existing WTPs processes and other water sources.

Findings of Task 1 will be documented in a draft Technical Memorandum (TM) and shared with the City. A telecom review meeting will be held to present the findings and discuss review comments.

Task 2 – Distribution System Assessment

As part of this task, Jacobs will conduct an on-site distribution water quality assessment in several portions of the distribution system as follows:

- At the POE;
- In areas with older pipe (i.e. asbestos cement pipes, iron-based pipes);
- Dead-end(s);
- Areas of discolored water and odor complaints;
- Areas with the most common pipe material;
- Areas of low and high water age;
- Pipe-scale analysis in several portions of the distribution system, based on available pipe sections from the City or new pipe sections to be removed by the City (if deemed necessary);
- Distribution and entry point water quality monitoring.

As part of the planning process, Jacobs will develop a testing plan and sampling protocols which defines the field work in detail.

As part of the field work, Jacobs will analyze key parameters at the above locations as listed in the table below. Jacobs will provide the field monitoring instruments and chemical reagents to conduct field analysis on water quality parameters mentioned in this report with exception of sulfate, chloride and a scan of heavy metals including arsenic, selenium and antimony. It is expected that up to twenty samples will be analyzed by a City's laboratory for chloride, sulfate and heavy metals. Additional general lab equipment may need to be purchased if the City does not own these items such as a magnetic stirrer, and pipets.

pH / Temperature	Total Chlorine
ORP	Total Iron
Total Manganese	Turbidity
Total Aluminum	Apparent Color
Total Dissolved Solids	Alkalinity
Chloride*	Sulfate*
Calcium Hardness	Dissolved Calcium Hardness
Heavy Metals*	Nitrite
Free Ammonia	Monochloramine
Conductivity	

*Contract lab analysis by City.

The distribution system assessment will be documented in a draft TM and shared with the City. A telecom review meeting will be held to present the findings and discuss review comments.

Task 3 – Water Quality Evaluation

As part of this task, Jacobs will evaluate the historic water quality data gathered in Task 1 and will project future water quality based source water trends, ongoing and possible treatment changes at the WTPs and future hydraulic split between GWTP, SWTP and ASR. Ongoing changes include changes made as part of the CCRIP project covering the conversion from chlorine gas to sodium hypochlorite, conversion from anhydrous ammonia to ammonium sulfate, addition of Cal-Flo to the GWTP (and possible increase in carbon dioxide dose) and GWTP change from starch to polymer.

The water quality factors that have the greatest effect on lead and copper corrosion are pH and alkalinity. The effectiveness of the City's corrosion control treatment will potentially suffer whenever these critical water quality conditions are inconsistent in distribution systems. The degree, frequency and duration to which these factors deviate from target conditions will largely determine lead levels. Changes in other parameters, such as temperature, buffer intensity, total dissolved solids (TDS) concentration, concentrations of dissolved oxygen and other gases, and / or chloramine residual can also impact corrosion. Also, a number of other factors, such as natural organic matter concentration, chloride-to-sulfate mass ratio and nitrification are known to impact lead scale hardness and stability

The impact of the anticipated water quality changes on lead and copper and other dissolved metals will be assessed based on solubility graphs and Pourbaix diagrams. The objective is simultaneous compliance, which means that any changes in anticipated water quality for corrosion control will be assessed for other impacts, like nitrification, disinfection effectiveness, disinfection byproduct formation, aesthetics and microbial growth.

The water quality evaluation will be documented in a draft TM and shared with the City. A face-to-face review meeting will be held to present the findings and discuss review comments.

Task 4 – Corrosion Control Treatment

Optimal CCT under the LCR requires that the City select and implement the most effective corrosion control practice, while continuing to meet other regulatory and non-regulatory water quality requirements. Changes in source conditions, treatment practices, and distribution system O&M practices to achieve non-corrosion-related water quality or supply objectives can result in unintended impacts on existing distribution system scale deposits and other aspects of

corrosion control effectiveness. Jacobs will identify potential water quality constraints for CCT alternatives that may impact the City's ability to meet other regulatory requirements. The most likely optimal CCT is to modify the pH and alkalinity ranges due the Cal-Flo addition to the GWTP and other treatment changes mentioned under Task 3. If the first option is not viable, then Jacobs will also review the option to introduce a corrosion control chemical, like an orthophosphate, which can be applied as an ortho / polyphosphate blend. The polyphosphate portion can break down in the system to orthophosphate to keep residual levels up. The polyphosphate also can function as a calcium carbonate and iron sequestrant which may introduce benefits in the GWTP and distribution system. In case a different corrosion control strategy is recommended, a separate authorization may be necessary to demonstrate effectiveness of this approach.

The corrosion control treatment will be documented in a draft TM and shared with the City. A face-to-face review meeting will be held to present the findings and discuss review comments.

Task 5 – Report of Study

Jacobs will summarize the work methodology, results, and conclusions from above tasks in a draft study report. The technical memoranda developed under previous tasks will become chapters in the report and an executive summary will be added. Jacobs will recommend CCT optimization alternatives on the basis of this work and will summarize the water quality review and alternatives evaluation in a draft report for the City's review.

A 2-week review period by the City is assumed for scheduling purposes. A face-to-face review meeting will be held to present the findings and conclusions and discuss review comments on the draft report. The final report will be issued within 2 weeks of the resolution of the review comments and will be ready for submission to the FDEP.

Task 6 – Regulatory Support

Jacobs will provide office-based support assistance to the City with the planning and execution of the LCR and WQP sampling in 2020, as outlined under background. This includes support with the communications between the City and regulator, e.g. FDEP - Central District.

Jacobs will also support the City with the submittal of the final Corrosion Control study report to the FDEP, provide a presentation with methodology used and key findings and answer any request for additional information from FDEP.

Jacobs will provide a review of the upcoming revision to the lead and copper regulations and potential impacts to the City.

Deliverables

The following deliverables will be submitted to the City:

- Task 1 Information Gathering, Sampling and Evaluation TM
- Task 2 Distribution System Assessment Testing Plan and Protocols
- Task 2 Distribution System Assessment TM
- Task 3 Water Quality Evaluation TM
- Task 4 Corrosion Control Treatment TM

- Task 5 Draft and Final Report
- Task 6 Report submittal to FDEP; response to Request for Additional Information (RAI) from FDEP
- Task 6 Summary of upcoming revisions to the lead and copper regulations
- Meeting agendas and summaries for 1 kickoff meeting, up to 5 progress meetings, 4 TM review meetings and 1 draft report review meeting
- Monthly progress reports and invoices

Assumptions

The following key assumptions apply:

1. For the distribution system assessment, Jacobs will provide the field monitoring instruments and chemical reagents to conduct field analysis on water quality parameters. The City will also make its laboratory equipment available for use by Jacobs personnel for analytes not requiring the use of the contracted private lab. The City will use its contracted laboratory for specialized analytes like chloride, sulfate and heavy metals. A more detailed sampling and analytical plan will be developed as part of Task 2.
2. Field work for the distribution system assessment will be limited to one week. The Jacobs team will include a full-time technologist and half-time principal technologist, who will be accompanied by City's person to provide access to sites and fire hydrants.
3. The City will assign a project manager who will be the Jacobs's main point of contact and will consolidate the City's comments on the draft report. The City's project manager will also provide coordination between the different City's departments (Operations, Management, Compliance).
4. The City will inform Jacobs' staff of any safety rules, personal protective equipment, safety precautions, restricted areas, hazardous chemicals, and emergency procedures (e.g. alarms, assembly areas, etc.) prior to site visits.
5. Jacobs will prepare an agenda and meeting summary of project meetings.
6. The City will make available, in hard or electronic copy, existing information from the Dyal WTP and distribution system.
7. Water sampling and quality analysis of additional samples for Task 1 will be performed by the City through its contracted laboratory, under the direction of Jacobs.
8. Up to four hard copies and an electronic copy of the interim and final deliverables will be provided to the City.
9. A follow-up pipe loop pilot study may be necessary to demonstrate performance of the recommended corrosion control strategy for the City's distribution system. This study is not included in the scope of this Task Order.
10. The City will perform the lead and copper and WQP compliance sampling as agreed with the FDEP.
11. Jacobs will reasonably rely upon the accuracy, and completeness of the information / data provided by the City or other third parties.

Compensation

Compensation for the services authorized under this task order is the amount $111,058.00 and will be provided using the time and materials basis method with budgets between the sub-tasks and expenses being interchangeable as needed. The per diem labor categories, hours, billing rates by labor category, and expenses budget is in Attachment A. Levels of effort for tasks are estimates based on the best information available at the time of task order development. As the project progresses, actual levels of effort required, and associated fees might differ and require coordination between Jacobs and the City.

Schedule

The estimated schedule for the services authorized under this task order is 12 months in duration as shown in Attachment B. Performance of the project on this schedule will be contingent upon receiving the requested information in a timely manner. Should additional time be needed, additional compensation may be requested by Jacobs.

Acceptance

This Task Order shall become part of the Agreement upon execution by both parties.

Approved for City of Cocoa

By _____

Title _____

Date _____

Accepted for Jacobs Engineering Group

By _____
François Didier Menard

Title Vice President

Date March 19, 2020

Attachment A
Compensation

Attachment A - Compensation

	City of Cocoa Corrossion Control Study; TO 2020-09	Project Engineer /Scientist/ Consultant	Senior Professional Engineer /Scientist/ Consultant	Senior Professional Engineer /Scientist/ Consultant	Professional Engineer /Scientist/ Consultant/Project Manager	Senior Reviewer /Consultant	Construction Inspector /Technician	Labor Hours	Labor Fee	Travel Expenses
	Rate	$120.00	$218.00	$218.00	$169.00	$235.00	$110.00			
Task No.	Task Name									
1	Kickoff, Data Gathering, Additional Sampling									
	Kick off meeting	8	8	6				22	$4,012.00	$464
	Progress Meetings (3)	18	6	12			3	39	$6,414.00	$522
	Data gathering, analysis, summarization	40	12	4			4	60	$8,728.00	$174
	Prepare summary TM	16	6	4	2	1	3	32	$5,003.00	$0
								153		
2	Distribution System Assessment									
	Prepare testing plan including sampling protocols	8	4	2	8		1	23	$3,730.00	$174
	Distribution Assessment sampling and analytics	28	4	2	24			58	$8,724.00	$2,120
	Prepare summary TM	8	4	2	40	1	3	58	$9,593.00	$0
								139		
3	Water Quality Evaluation									
	Project future treated water quality parameters	48	16	2	2			68	$10,022.00	$0
	Estimate impacts to lead and copper concentrations	8	32	2	8			50	$9,724.00	$0
	Prepare summary TM w/meeting	16	16	4	2	1	3	42	$7,183.00	$464
								160		
4	Corrossion Control Treatment									
	Evaluate optimal methods of treatment	4	20	4	8			36	$7,064.00	$0
	Prepare summary TM w/meeting	8	16	4	2	1	3	34	$6,223.00	$464
								70		
5	Report of Study									
	Recommend corrossion control strategy	4	12	4	4			24	$4,644.00	$0
	Prepare exec. summary w/meeting	12	16	4	2	1	3	38	$6,703.00	$174
								62		
6	Regulatory Support									
	Review of potential future lead and copper regulations	2	8	2	4		1	17	$3,206.00	$0
	Liaison with FDEP to obtain approval of strategy	16	8	4	2		2	32	$5,094.00	$435
								49		
							Total Hours	633	$106,067.00	$0
							Expenses Total		$4,991	$4,991
							Task Order Total		$111,058.00	$4,991

Attachment B
Schedule

Attachment B - Schedule		2020									2021		
	Schedule - City of Cocoa Corrossion Control Study; TO 2020-09	April	May	June	July	August	September	October	November	December	January	February	March
Task No.	Task Name												
1	Kickoff, Data Gathering, Additional Sampling												
	Kick off meeting												
	Progress Meetings (3)												
	Data gathering, analysis, summarization												
	Prepare summary TM												
2	Distribution System Assessment												
	Prepare testing plan including sampling protocols												
	Distribution Assessment sampling and analytics												
	Prepare summary TM												
3	Water Quality Evaluation												
	Project future treated water quality parameters												
	Estimate impacts to lead and copper concentrations												
	Prepare summary TM w/meeting												
4	Corrossion Control Treatment												
	Evaluate alternative methods of treatment												
	Prepare summary TM w/meeting												
5	Report of Study												
	Recommend corrossion control strategy												
	Prepare exec. summary w/meeting												
6	Regulatory Support												
	Review of potential future lead and copper regulations												
	Liaison with FDEP to obtain approval of strategy												

AGREEMENT FOR
CONTINUING ENGINEERING SERVICES FOR WATER SYSTEM

THIS AGREEMENT is made and entered this 5th day of February 2020, by and between the **CITY OF COCOA, FLORIDA**, a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **JACOBS ENGINEERING GROUP INC.**, a Delaware corporation authorized to do business in the State of Florida ("Engineer"), whose principal address is 1999 Bryan Street, Dallas, TX 75201.

WITNESSETH:

WHEREAS, the City has a need to obtain engineering, design and permitting services from time to time for projects related to the City's water system on an as-needed, task - oriented basis; and

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

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

WHEREAS, the Engineer is willing to provide such engineering, design and permitting services to the City under the terms and conditions stated herein; and

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

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term for two (2) additional two (2) year terms. Any such extension shall only be by written amendment to this Agreement executed by both parties hereto.

1.2 The terms and conditions of any Task Order, as described in Section 2.0 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

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

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as may be amended from time to time, which shall constitute authorization for the Engineer to provide the engineering, design and permitting services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

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

c. "Engineer" shall mean Jacobs Engineering Group Inc. and its principals, employees and resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in section 119.011(12), Florida Statutes, as may be amended.

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

f "Work" or "Services" shall be used interchangeably and shall include the performance of the work agreed to by the parties in a Task Order.

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

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

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of the Engineer to perform engineering, design and permitting services on a "task" basis. The City will communicate with the Engineer, verbally or in writing, a general description of the task to be performed. If a site visit by the Engineer is needed to generate the scope of document, the Engineer shall request approval prior to visiting the site. The Engineer will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the hourly rate schedule attached hereto as **Exhibit "A,"** and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the lump sum fee or not-to-exceed budget shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the written price proposals from all sub-consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City reserves the right, at its discretion, to

consider the Task Proposal as part of a formal or informal competitive bid process before approving or disapproving any Task Proposal.

The City will review the Task Proposal, along with any other task proposals submitted to the City by other contractors, and if the description, cost and other details of the Task Proposal are deemed by the City to be in the City's best interests, the parties will enter into a mutually agreeable written "Task Order." The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering, design and permitting services for any City water system project and may contain written terms and conditions which are deemed supplemental to this Agreement.

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

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other engineering companies to provide professional services. Further, the City does not guarantee that any Work will be assigned to Engineer under this Agreement. The City reserves the right to assign or contract for professional services with any party at its sole discretion. No provision of this Agreement shall be construed to require the City to assign any Work or task to Engineer under this Agreement.

2.3 The Engineer may be asked to perform any engineering services related to the Water System. The Services may include, but are not limited to, the following:

1. Engineering Design Services to include design submittals, specification development, permitting, and Engineer of Record services;
2. Bidding Support Services;
3. Construction Phase Services including; shop drawing and submittal review, responses to requests for information, and progress meeting attendance/management, periodic site visits, testing, Certification of Construction, Record Drawings, Resident Engineer (if required), Construction Management and Inspection, startup assistance/training, and the use of alternative project delivery methods;
4. Cost Estimating Services;
5. Design, support, and implementation for Supervisory Control and Data Acquisition (SCADA) and other Instrumentation and Controls (I&C) infrastructure per the City's Control Systems Configuration Standards. The Dyal Plant is currently using Wonderware for their SCADA platform;
6. Design and management support of repair and maintenance projects for the Dyal plant, supply, and distribution system;
7. Engineering assessments, including structural, process, hydraulic, pipeline condition, etc.;
8. Permitting assistance including consumptive use permitting, negotiations, and compliance;
9. Environmental impact assessments, including wetlands monitoring, and other environmental assistance;

10. Hydraulic, hydrogeologic, and water quality modeling, calibration and analysis including ground water hydrology, Aquifer Storage and Recovery (ASR) system assistance and well drilling assistance;

11. Planning evaluations and studies including long-term master planning and Capital Improvement Plan (CIP) development, validation, prioritization, scheduling, probable cost determinations and coordination with various planning agencies;

12. Water Quality Monitoring Program management assistance (Technical and regulatory support);

13. Studies related to water treatment and quality;

14. Assistance in regulatory negotiations with the St. Johns River Water Management District, the Florida Department of Environmental Protection, and other regulatory agencies associated with the development and operation of the water system;

15. Asset management and condition assessment assistance including operation and maintenance studies;

16. Information management services including Geographical Information System (GIS), Global Positioning System (GPS), instrumentation, custom programming/software, and other technologies;

17. Security system design, support, and implementation;

18. System optimization assistance including lost water mitigation;

19. Grants assistance and state/federal funding assistance;

20. Engineering evaluation and design of alternative and conventional water supplies, wells, treatment facilities, transmission and distribution system modifications, expansions and other improvements including development of specifications and bench/pilot scale testing when necessary;

21. Reporting assistance to regulatory and other agencies including document preparation, public meetings, and presentations;

22. Program management services, including program management/administration, scheduling, cost control, document control, program website updating, design management, construction project support, and public involvement services in support of the Cocoa Utilities CIP program and repair and maintenance projects for the water system;

23. Services related to the development of the City's project financing and/or budget;

24. Assistance with preparation of information for rate and fee determinations and associated revenue projections;

25. Miscellaneous services including public relations assistance, design review, program management services, financial controls, and easement acquisition services.

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

2.5 No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding $2 Million may be the subject of a Task Order under this Agreement.

3.0 CHANGES IN THE SCOPE OF WORK

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

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

4.0 SCHEDULE

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

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

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

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

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

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

the independent professional associates and Engineers for additional Services and any Reimbursable Expenses.

5.3 Witness Services. For witness services rendered by the Engineer's principals, employees, resident project representatives (and assistants) and independent professional associates and Engineers on behalf of the City in any litigation, arbitration or other legal or interested administrative proceeding in which the City is a named an interested party, the City agrees to pay the Engineer or independent professional associate or Engineer, which is used as a witness, an amount equal to that agreed upon by the party for a particular Task Order.

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

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

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

5.7 Payment Offsets. To the extent that the Engineer owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Engineer for any money owed to the City by the Engineer. Before withholding any payments, the City will provide Engineer with at least five (5) business days' notice to afford Engineer an opportunity to resolve the payment issue to the City's complete satisfaction within said time period.

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

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

5.10 Acceptance of Payment. Acceptance of final payment by the Engineer for a

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

5.11 Payment Adjustments. It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Engineer, the Engineer agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Engineer for any claims relating to the validity of a finding by the City of overpayment.

5.12 Partial Payments. Payment made to the Engineer shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. The City retains the right to pay only that percentage of the total contract amount that equals the same percentage that work completed bears to the total amount of work required to be performed under this Agreement. If the City objects to all or any portion of any invoice, it shall notify the Engineer of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

6.0 RIGHT TO INSPECTION

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

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

7.0 PROGRESS MEETING

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

8.0 SAFETY

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

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, the City shall grant the Engineer reasonable

access to the City's premises, records and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

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

a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the amount of $3,000,000.00 per occurrence and in the aggregate with a deductible not greater than $50,000.00.

b. General Liability. The Engineer shall maintain comprehensive general liability insurance in the amount of $1,000,000.00 as the combined single limit for each occurrence, with a deductible no greater than $5,000.00, unless a higher deductible is pre- approved by the City Manager, to protect the Engineer from claims of property damages and personal injury which may arise from any Services performed under this Agreement, whether such Services are performed by the Engineer or by anyone directly employed by or contracting with the Engineer.

c. Automobile Liability. The Engineer shall maintain comprehensive automobile liability insurance in the amount of $1,000,000 per occurrence combined single limit for bodily injury, including wrongful death, and property damage, which may arise from the ownership, use or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by the Engineer or by anyone directly or indirectly employed by the Engineer.

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

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

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Engineer shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City

may bill the Engineer. The Engineer shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Engineer shall continuously maintain such insurance in the amounts, type and quality as required by the Agreement.

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

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS

12.1 The Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered by professional engineers or consultants performing the same or similar services. The Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. The Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. The Engineer shall provide the City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of Engineers (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on the Engineer's behalf with respect to the Services. In addition, the Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any

activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes and regulations applicable to the Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities at the time the Services are rendered. The Engineer represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. The Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by the Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Section 2.2 herein, the Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in the Task Order, that it will investigate the essential requirements of the services required by the Task Order and that it will have sufficient personnel, equipment and material at its disposal to complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

12.2 The Engineer represents that all principals, employees and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

13.0 GUARANTEE AGAINST INFRINGEMENT

13.1 The Engineer guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, the Engineer shall indemnify, hold harmless and defend the City, its officers, directors, employees, agents assigns and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright or trademark resulting from the use of any goods, services or other item provided under this Agreement. Notwithstanding the foregoing, the Engineer may elect to provide non - infringing services.

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Engineer agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Engineer related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Engineer. Said records, documents, transactions, writings, papers, letters, computerized

information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Engineer are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

Engineer is required to and agrees to comply with public records laws. Engineer shall keep and maintain all public records required by the City to perform the services as agreed to herein. Engineer shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Engineer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Engineer shall transfer to the City, at no cost, all public records in possession of the Engineer, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Engineer shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Engineer of the request and the Engineer shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Engineer does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Engineer acknowledges that if the Engineer does not provide the public records to the City within a reasonable time, the Engineer may be subject to penalties under Section 119.10, Florida Statutes. The Engineer acknowledges that if a civil action is filed against the Engineer to compel production of public records relating to this Agreement, the court may assess and award against Engineer the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Engineer, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Engineer to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Engineer fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Engineer's failure to comply with this Section, the City shall collect from Engineer prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Engineer. And, if applicable, the City shall also be entitled to reimbursement

of all attorneys' fees and damages which the City had to pay a third party because of the Engineer's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

14.2. Reuse of Documents. All documents, including but not limited to, drawings, specifications and data or programs stored electronically or otherwise, prepared by the Engineer and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at any time. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Engineer, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Engineer.

14.3. Ownership of Documents. The City and the Engineer agree that upon payment of fees due to the Engineer by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Engineer waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Engineer or not.

14.4. Preexisting Ownership Rights to Documents. Notwithstanding any provisions to the contrary contained in this Agreement, the Engineer shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to, computer programs, software, standard details, figures, templates and specifications.

15.0 ASSIGNMENT

15.1 The Engineer shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of the City. Any subcontractors employed by Engineer for any Work required under this Agreement shall require prior written approval from the City, unless previously approved in the Task Order. Any attempt to assign or subcontract the responsibilities and payments under this Agreement without the express prior written consent of the City shall be grounds for termination of the Agreement.

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

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

15.4 If any part of this Agreement is subcontracted by the Engineer, prior to the commencement of any Work by the subcontractor, the Engineer shall require the subcontractor to provide the City and its affiliates with insurance coverage as set forth by the City.

16.0 INDEPENDENT CONTRACTOR

16.1 At all times during the term of this Agreement, the Engineer and any approved subcontractors shall be considered an independent contractor(s) and not an employee(s) of the City.

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

17.1 In addition to the City's right to terminate this Agreement for convenience under Section 18.0 of this Agreement, the City also reserves the right to revoke and terminate this Agreement for a default and to rescind all rights and privileges associated with this Agreement, without penalty, based on a default including, but not limited to, any of the following circumstances, each of which shall represent a default and breach of this Agreement:

a. The Engineer defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Engineer shall have such time as is reasonably necessary to remedy the default, provided the Engineer promptly takes and diligently pursues such actions as are necessary therefore; or

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

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

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

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

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

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

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

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, the City may, upon written notice to the Engineer, terminate this Agreement, without penalty, if: (a) the Engineer is in default pursuant to Section 17.0 Default; (b) the Engineer makes a general assignment for the benefit of its creditors; (c) the Engineer fails to comply with any condition or provision of this Agreement; or (d) the Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy the City may have under this Agreement. In addition, either party may terminate for convenience with no penalty at any time upon thirty (30) days advance written notice. In the event of such termination, the 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.

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

18.3 In the event of termination, Cityshall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Engineer's labor force); extraordinary breakdown of or damage to the City's affiliates' generating plants, their equipment or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE

20.1 This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

21.0 HEADINGS

21.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

22.0 SEVERABILITY

22.1 In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise by fully enforceable.

23.0 WAIVER AND ELECTION OF REMEDIES

23.1 Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

23.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

24.0 THIRD PARTY RIGHTS

24.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Engineer.

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

26.0 ENTIRE AGREEMENT

26.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendices and Exhibits attached hereto, constitute the entire agreement between the City and the Engineer with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

27.0 NO JOINT VENTURE

27.1 Nothing herein shall be deemed to create a joint venture or principal–agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

28.0 ATTORNEY'S FEES

28.1 Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees, whether at settlement, trial or on appeal.

29.0 COUNTERPARTS

29.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

30.0 DRAFTING

30.1 The City and the Engineer each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

31.0 NOTICE

31.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Engineer:

Jacobs Engineering Group Inc.
200 South Orange Avenue
Suite 900
Orlando, FL 32801
Attention: Mr. Didier Menard
Work: (407) 903-5252
Fax: (407) 903-5150

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

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

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

32.0 SOVEREIGN IMMUNITY

32.1 The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Engineer agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

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

a. The Engineer is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

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

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

34.1 The Engineer shall indemnify and hold harmless the City, its officers, employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including any Task Order.

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

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

34.2 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Engineer expresses its willingness to enter into this Agreement with the knowledge that the Engineer's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Engineer to the City's complete satisfaction, and in no case shall exceed the amount provided in article 32.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

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

34.4 Notwithstanding any other provision of this Agreement, neither party shall have liability to the other for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of either party, their respective employees, or subconsultants.

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of the Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make the Engineer or the Engineer's personnel in any way responsible for those duties that belong to the City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their

obligations, duties and responsibilities including, but not limited to, all construction methods, means, techniques, sequences and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. The Engineer and the Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except the Engineer's own personnel.

35.2 The presence of the Engineer's personnel at a construction site is for the purpose of providing to the City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). The Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents or for the safety of persons and property during construction which shall remain the sole responsibility of the construction contractor. Engineer will not bear any responsibility or liability for construction contractor's defects or deficiencies or for the failure to so detect. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. The Engineer is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

37.0 ADDITIONAL ASSURANCES

37.1 The Engineer for itself and its Sub-consultants, if any, certifies that:

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any architecture, landscape architecture, engineering, or surveying activity by any Federal, State, or local governmental commission, department, corporation, subdivision or agency;

b. No principal (which includes officers, directors or executive) or individual holding a professional license and performing work under this Agreement, employee or agent has employed or otherwise provided compensation to, any employee or officer of the City; and;

c. No principal (which includes officers, directors or executive) or individual holding a professional license and performing work under this Agreement, employee or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

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

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:

CITY OF COCOA

John Titkanich, Jr. , City Manager

ATTEST:

Carie Shealy, City Clerk

ENGINEER:

Jacobs Engineering, Inc. **(Firm name)**

_____, Title
Francois D. Menard, P.E., Vice President

EXHIBIT A
HOURLY RATE SCHEDULE

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

Classification	Description	Rate
Engineer 9	Principal	$235
Engineer 8	Senior Reviewer/Consultant	$235
Engineer 7	Senior Project Manager	$235
Engineer 6	Senior Professional Engineer/Scientist/Consultant	$218
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	$199
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	$169
Engineer 3	Junior Professional Engineer/Scientist/Consultant	$142
Engineer 2	Project Engineer/Scientist/Consultant	$120
Engineer 1	Junior Project Engineer/Scientist/Consultant	$110
Engineer 0	Engineering Intern	$95
Technician 5	Senior Construction Manager/Senior Designer	$169
Technician 4	Construction Manager/Senior Technician	$142
Technician 3	Senior Construction Inspector	$120
Technician 2	Construction Inspector/Technician	$110
Technician 1	Junior Construction Inspector/Junior Technician	$85
Technician Aide	Technical Aide	$80
Office	Office/Project Administration	$85

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.

2. These rates do not include other direct expense cost. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.

3. Billing rate schedule is for time basis work order and the City will be billed based on actual hours by category designated for an individual employee.

4. Jacobs reserves the right to request rate modifications for any future extensions to this agreement. Rate modifications must be established and agreed upon by both parties.

5. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost without any mark-up.

6. Travel is reimbursable at the IRS rate for employees and specialists outside the Orlando office only.

RESOLUTION NO. 2020-134

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2020; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2019, and ending on September 30, 2020, at a Regular meeting held on September 25, 2019; and

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

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

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

SECTION 1. The 2019-2020 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 8th day of April, 2020.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2020 - 20-055-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: Utilities/4055 | DATE PREPARED: 03/23/20

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 96,611)	421-4020-536.46-00		Repairs & Maintenance	$ 2,329,200	$ 2,625,553	$ 2,528,942	$ 1,035,467
$ 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
($ 96,611)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 96,611	421-4020-536.63-00	WS19CF	Infrastructure	$ 250,000	$ 361,038	$ 457,649	$ 361,189
$ 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
$ 96,611	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the cost of Task Order 2020-09 with Jacobs Engineering Group (Jacobs) to conduct a Corrosion Control Treatment (CCT) analysis studying changes in important water quality parameters resulting from the addition of Cal-Flo to the potable water distribution system to establish new Optimal Water Quality Parameters (OWQP) as a Permit Clearance Requirement set forth by FDEP. Agenda File ID #20-187

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 04/08/20 *RESOLUTION #:* 2020-134

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

Date		Date		Date	
3/23/20	Norma Hernandez (Digitally signed by Norma Hernandez)	3/31/20	Lea Malarae (Digitally signed by Lea Malarae Date: 2020.03.31 11:25:38 -04'00')		
	Requestor's Signature		Finance Approval Signature		Finance Director's Signature
3/23/20	John "Jack" Walsh (Digitally signed by John "Jack" Walsh Date: 2020.03.23 12:56:39 -04'00')	3/31/20	Lora Howell (Digitally signed by Lora Howell Date: 2020.03.31 11:47:59 -04'00')		
	Department Director's Signature		Deputy Fin. Director's Signature		City Manager's Signature

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	20-192	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	3/23/2020			**In control:**	City Council
On agenda:	4/8/2020			**Final action:**	
Title:	Approve Task Order #2020-03 using the Marine Contract Continuing Services Agreement for C&D Construction, to excavate the Harrison Street Relief Channel and desilt the adjoining double-cell box culverts. Approve a Resolution Amending the FY2020 Budget, BAF#20-054-T, and Approve a Resolution for Budgetary Contingency in the amount of $19,765. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	040820 - C&D Construction - Resolution Contigency.pdf Budget Resolution FY 2020.pdf BAF 20-054-T -PW-HarrisonReliefChannel (4-8-20) Agenda 20-192.pdf Harrison Street Box Culvert Maintenance Bid Sheet.pdf AGREEMENT.pdf COI Exp 10.5.20.pdf PROPOSAL.pdf TO-CD CONSTRUCTION 2020-03 $197,650.pdf TRACK SHEET.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 23, 2020
Agenda Date: April 8, 2020
Prepared By: Abigail Morgan, P.E., ENV SP, Public Works Assistant City Engineer
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Approve Task Order #2020-03 using the Marine Contract Continuing Services Agreement for C&D Construction, to excavate the Harrison Street Relief Channel and desilt the adjoining double-cell box culverts. Approve a Resolution Amending the FY2020 Budget, BAF#20-054-T, and Approve a Resolution for Budgetary Contingency in the amount of $19,765.

BACKGROUND:

On October 23, 2019, the City Council approved a Budget Resolution amending the Fiscal Year 2020 Budget to transfer funds from the Stormwater Utility Contingency to Stormwater
Infrastructure for the implementation of Fiske/Broadmoor Improvements, Water Quality-15 Floating Wetlands to Stormwater Ponds and the remaining account balance to Water Quality-20 Demuck and Dredge SR 520 Harrison Street Relief Channel (Agenda Item 19-495).

Through the City's Marine Contract Continuing Services Agreement (CSA), a Request for Quotation was sent out to the various Contractors participating on the CSA to perform the excavation and desilting of the SR 520 Harrison Street Relief Channel. The lowest quote was from C&D Construction, with a quote for $197,650 to perform the work. This amount is higher than the funds allocated for this project.

The FEMA Grant Funding for the Fiske/Broadmoor Drainage Improvements is still progressing through the approval process and it is likely construction will not start this fiscal year due to procurement timelines after award is received, therefore the Stormwater Division would like to appropriate the funds from that project to perform the SR 520 Harrison Street Relief Channel Maintenance project.

STRATEGIC PLAN CONNECTION:

Water Quality-20 Demuck and Dredge SR 520 Harrison Street Relief Channel project is part of the Stormwater 10-Year Work Plan.

BUDGETARY IMPACT:

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

Budget Amendment Form # 20-054-T

Project # PW17SI	
Amount Requested:	($152,000)
Account Number:	423-3570-538.63-00
Account Name:	Transfer from Infrastructure

Project #SW20RC	
Amount Requested:	$152,000
Account Number:	423-3570-538.46-00
Account Name:	Transfer to Repair and Maintenance

Purchase Order:	
Project #SW20RC	
C&D Construction	
Amount Requested	$197,650
Account Number	423-3570-538.46-00
Account Name	Repair and Maintenance

PREVIOUS ACTION:

On October 23, 2019, the City Council approved a Budget Resolution amending the Fiscal Year 2020 Budget to transfer funds from the Stormwater Utility Contingency to Stormwater
Infrastructure for the implementation of Fiske/Broadmoor Improvements, Water Quality-15 Floating Wetlands to Stormwater Ponds and the remaining account balance to Water Quality-20 Demuck and Dredge SR 520 Harrison Street Relief Channel (Agenda Item 19-495).

RECOMMENDED MOTION:

Approve Task Order #2020-03 using the Marine Contract Continuing Services Agreement for C&D Construction, to excavate the Harrison Street Relief Channel and desilt the adjoining double-cell box culverts. Approve a Resolution Amending the FY2020 Budget, BAF#20-054-T, and Approve a Resolution for Budgetary Contingency in the amount of $19,765.

RESOLUTION NO. 2020-135

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 WATER QUALITY – 20 DEMUCK AND DREDGE SR 520 HARRISON STREET RELIEF CHANNEL IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF $19,765 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, 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 Water Quality – 20 Demuck and Dredge SR 520 Harrison Street Relief Channel project provided the total amount of approved change orders and any additional service contracts do not cause the total construction budget to exceed $217,415.00 budgeted by the City Council for the Project inclusive of the $19,765 contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

(B). Pursuant to Section 2-4 of the City Code, the City Manager shall also provide notice of any such approved change orders and any additional service contracts to the City Council in the form of an agenda item at the next scheduled City Council meeting or as soon as practicable thereafter.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 8th day of April, 2020.

_____
Jake Williams, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

RESOLUTION NO. 2020-136

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2020; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2019, and ending on September 30, 2020, at a Regular meeting held on September 25, 2019; and

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

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

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

SECTION 1. The 2019-2020 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 8th day of April, 2020.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2020 - 20-054-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 3570 | DATE PREPARED: 03/23/20

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 152,000)	423-3570-538.63-00	PW17SI	Stormwater Infrastructure	$ 0	$ 424,100	$ 272,100	$ 140,480
$ 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
($ 152,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 152,000	423-3570-538.46-00	SW20RC	Repair & Maintenance	$ 261,500	$ 287,641	$ 439,641	$ 255,803
$ 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
$ 152,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Budget was provided via Budget Adjustment Form (BAF) for the Water Quality-20 Demuck and Fredge of SR 520 Harrison Street Relief Channel (Agenda Item 19-495). A Request for Quotation was sent out and quote was higher then the budget allocated for this project. The FEMA Grant Funding is anticipated to be delayed. This budget transfer is required to perform the Stormwater 10-Year Work Plan Water Quality-20 Demuck/Dredge SR 520 Relief Channel. Agenda 20-192

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 04/08/20 *RESOLUTION #:* 2020-136

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.

3/23/20	Abigail Morgan (Digitally signed by Abigail Morgan Date: 2020.03.23 09:11:37 -04'00')	3/31/20	Lea Malarae (Digitally signed by Lea Malarae Date: 2020.03.31 08:27:35 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
3/23/20	Bryant Smith (Digitally signed by Bryant Smith Date: 2020.03.23 09:34:33 -04'00')	3/31/20	Lora Howell (Digitally signed by Lora Howell Date: 2020.03.31 11:59:23 -04'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Cit

Harrison Street Relief Char

Propos

Item Description	Unit
Floating Turbidity	FT
Desilt Concrete 20' x 3' x 70' Box Culvert	CY
Channel Excavation	CY
Clearing & Grubbing	LS
Site Restoration	LS
MOT	LS
Mobilization & Dewatering	LS

Notes

1. The City of Cocoa will manage and pay for the mangrove mitigation.

2. Contractor to Include type of equipment being used, description of proposed dewatering, t
type size and location of any return water pipes, and the final disposal location of the dredge

y of Cocoa

nnel and Box Culvert Maintenance

ed Unit Prices

Quantity	Unit Cost ($)	Total Cost ($)
70		
164		
1484		
	#REF!	$0.00

he location and type of any temporary storage or drying areas (this will be the parking lot area at Lee
d material.

: Wenner Park), the

Proposed Unit Prices		
Pay Item	Unit	Unit Cost ($) - Normal Work
Asphalt Removal	SY	$20.00
Paver Removal	SY	$30.00
Paver Installation	SY	$125.00
Ribbon Curb Install	LF	$25.00

Roadway	Location	Asphalt Removal (SY)
Brevard Ave	South of Factory St	19
Brevard Ave	Playhouse	178
Brevard Ct	At Gazebo	
Brevard Ct	North of Orange St	
Church St	East of Brevard Ave	39
Church St	West of Delannoy Ave	
Church St	St. Marks Entrance	
Church St	East Side of St. Marks	
City Hall	East/North Exit	
City Hall	East/South Exit	
Delannoy Ave	North of Church St	34
Delannoy Ave	South of Church St	
Delannoy Ave	North of Derby St	
Delannoy Ave	North of St. Marks	
Delannoy Ave	North of Derby St	
Derby St	West of Riverside Dr	
Maryland Ave	West of Delannoy Ave	
Oak St	West of Riverside Dr	
Orange St	City Hall	
Riverside Dr	South of Church St	40
Rosa L Jones Dr	West of John Garren Ln	

Notes:

Additional crosswalks may be added at the City's discretion. Payment for additional crosswalks needed for mobilization, maintenance of traffic, sedimentation and erosion control, demolition Asphalt and Paver Removal Line items are to include the cost to remove existing ribbon curb. Night work may be required. Contractor is to provide unit costs for normal working hours and n

Unit Cost ($) - Night Work
$25.00
$37.50
$156.25
$31.25

Approximate Quantities			Cost - Normal Work
Paver Removal (SY)	Paver Installation (SY)	Ribbon Curb Install (LF)	
0	14	42	$3,180.00
0	178	0	$25,810.00
			$0.00
			$0.00
0	32	70	$6,530.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
0	27	67	$5,730.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
0	32	70	$6,550.00
			$0.00
			$0.00
			$0.00
			$0.00
		Total	$47,800.00
		10% Contingency	$52,580.00

is to be based on the unit prices provided above. Contractor pay items are to include all material, labor, a
and installation to complete each crosswalk in its entirety.

ıight work hours.

Cost - Night Work
$3,975.00
$32,262.50
$0.00
$0.00
$8,162.50
$0.00
$0.00
$0.00
$0.00
$0.00
$7,162.50
$0.00
$0.00
$0.00
$0.00
$0.00
$0.00
$0.00
$0.00
$0.00
$8,187.50
$0.00
$0.00
$0.00
$0.00
$59,750.00

$65,725.00

and equipment

RFQ-18-15-COC

Approved by Council
06/12/2018 Item V.2

Term: 06/22/18 - 06/21/21
1st Renewal Option 6/22/21 - 6/21/22
2nd Renewal Option 6/22/22 - 6/21/23

CONTINUING SERVICES AGREEMENT
FOR MARINE CONSTRUCTION SERVICES AGREEMENT

THIS CONTINUING SERVICES AGREEMENT ("Agreement") is made and entered into this 22nd day of June 2018, by and between the **City of Cocoa,** a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **C&D Construction, Inc.**, a Florida profit corporation ("Contractor"), whose principal address 395 S. Range Road, Cocoa, Florida 32926.

WITNESSETH:

WHEREAS, City desires to obtain specialized marine construction services and related services on facilities and property owned or operated by the City, from time to time, on a project or task based basis subject to deadlines mutually agreed to by the parties; and

WHEREAS, the City issued its Request for Qualifications, RFQ #Q-18-15-COC on April 23, 2018, to solicit submissions of qualified respondents for the City's desired marine construction services; and

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

WHEREAS, Contractor is willing to provide such marine construction services to the City under the terms and conditions stated herein; and

WHEREAS, the City is willing to place Contractor on its list of pre-approved marine construction contractors for the potential of providing marine construction services to the City in the future; and

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

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term of this Agreement for two (2) additional one (1) year terms. Any such extension shall only be by written amendment to this Agreement executed by both parties hereto.

1.2 The terms and conditions of any Task Order, as described in Section 2.0 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

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

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Continuing Services Agreement, as may be amended from time to time, which shall constitute authorization for the Contractor to provide the marine construction services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

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

c. "Contractor" shall mean C&D Construction, Inc., a Florida Profit Corporation, and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Chapter 119, Florida Statutes.

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

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the work agreed to by the parties in a Task Order.

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

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of Contractor to perform marine construction services on a "task" basis. The City will communicate with Contractor, verbally or in writing, a general description of the task to be performed. If a site visit by the Contractor is needed to generate the scope of document, the Contractor shall request approval prior to visiting the site. The Contractor will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed-Budget or Lump Sum Fee to accomplish the task, and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the Lump Sum Fee shall consist of a list of major tasks and sub-tasks as well as a breakdown as to the anticipated hours for all work to be performed. The Task Proposal shall include a detailed breakdown of hourly rates and fees for all Contractor work. The Task Proposal shall include names and dollar value of work provided by sub-contractors. The City reserves the right, at its discretion, to consider the Task Proposal as part of a formal or

informal competitive bid process before approving or disapproving any Task Proposal. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement.

The City will review the Task Proposal, along with any other task proposals submitted to the City for the proposed by other contractors, and if the description, cost and other details of the Task Proposal are deemed by the City to be in the City's best interests, the parties will enter into a mutually agreeable written "Task Order." The Scope of Services generally to be provided by the Contractor through a Task Order may include a variety of specialized marine services. Services to be provided will include, but are not limited to, the services described in the Scope of Services in the attached **Exhibit "A."** The Contractor shall appoint one of its employees as the key contact for the project and the related Task Proposal.

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

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other marine construction services firms to provide professional marine construction services. The City does not guarantee that work will be assigned to the Contractor under this Agreement. The Contractor and other selected marine construction services providers shall be notified of and compete for work tasks associated with maintenance activities as well as for construction of elements of the City's future Riverfront Master Plan.

2.3 Individual construction projects under this Agreement shall not exceed $2 Million.

3.0 CHANGES IN THE SCOPE OF WORK

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

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

4.0 SCHEDULE

4.1 Contractor shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. Contractor shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a weekly basis or as otherwise reasonably requested by the City. Should Contractor fall behind the agreed upon

schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

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

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

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONTRACTOR

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

5.2 Witness Services. For witness or expert services rendered by Contractor's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the Contractor or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order.

5.3 Reimbursable Expenses. In addition to payments provided in paragraphs 5.1 and 5.2 above, City agrees to pay Contractor the actual cost of all Reimbursable Expenses incurred in connection with any Task Order.

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

5.5 Additional fees not allowable. The Parties agree that the Services required are adequately described herein and shall be adequately described in all Task Orders. This Agreement includes, and all Task Orders must include, the entire effort required of the Contractor to provide the Services described. Thus, no additional fees shall be allowed for any additional services performed for any reasons whatsoever except those directly attributable to the City's errors or omissions. No out-of-scope Services or expenses shall be provided in the absence of prior, written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the Agreement. Additionally, the City shall not pay a retainer or similar fee.

5.6 Local Government Prompt Payment Act. The City shall make payments due

and payable in accordance with the Local Government Prompt Payment Act, Section 218.70 et seq., Florida Statutes. The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using City department.

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

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

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

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

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

5.12 Payment Adjustments. It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Contractor, the Contractor agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Contractor for any claims relating to the validity of a finding by the City of overpayment.

5.13 Partial Payments. Payment made to the Contractor shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. The City retains the right to pay only that percentage of the total contract amount that equals the

same percentage that work completed bears to the total amount of work required to be performed under this Agreement. If the City objects to all or any portion of any invoice, it shall notify the Contractor of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

5.14 Invoices to include City Purchase Order Number. All invoices shall clearly indicate the city purchase order number.

5.15 Invoices to be sent to Accounts Payable. All invoices shall be directed to the Accounts Payable Section, City of Cocoa, 65 Stone St., Cocoa, FL 32922, with a copy directed to the City department using the services.

6.0 RIGHT TO INSPECTION

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

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

7.0 PROGRESS MEETING

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

8.0 SAFETY

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

9.0 REASONABLE ACCESS

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

10.0 INSURANCE

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

a. General Liability. The Contractor shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000.00 as the combined single limit for each occurrence, with a deductible no greater than $5,000.00 unless a higher deductible is pre-approved by the City Manager, to protect the Contractor from claims of property damages and personal injury which may arise from any Services performed under this Agreement, whether such Services are performed by the Contractor or by anyone directly employed by or contracting with the Contractor.

b. Automobile Liability. The Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000.00 combined single limit bodily injury and minimum $50,000.00 property damage as the combined single limit for each occurrence to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

c. Environmental Impairment Insurance Minimum Requirements. To the extent applicable to the Contractor, the Contractor shall maintain Environmental Impairment Insurance or "Pollution Insurance" if the Contractor may provide excavation or construction type services and will be locating portable fuel or lubricant storage tanks at the job site or will be storing or using hazardous chemicals on the job site, with a limit of not less than $1,000,000.00 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun.

Contractor shall work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemicals being brought onto City property as required by the City's Safety and Loss Control Program.

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

e. Federal Longshore and Harbor Workers' Compensation Act, and Jones Act. To the extent applicable to the Contractor, the Contractor shall maintain coverage in accordance with both the federal Longshore and Harbor Worker's Compensation Act (LHWCA), and the federal Jones Act, on behalf of all employees who are to provide a service under this Agreement. Longshore and Harbor Worker's Compensation Act coverage addresses and includes all personnel subject to the provisions of the U.S. Longshore and Harbor Worker's Compensation Act. Contractor shall provide USH&L (U.S. Longshore and Harbor Worker's Compensation Act) insurance as is applicable. Jones Act insurance addresses and includes all personnel subject to the provisions of the federal Jones Act. Contractor shall provide such insurance coverage as is applicable. It is the responsibility of the Contractor to ensure that appropriate coverage and limits

of insurance are purchased to provide for all personnel subject to these acts and shall carry coverage in accordance with statutory limits.

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

10.3 Subcontractors. All subcontractors employed by Contractor to perform any services hereunder shall fully comply with the insurance provisions contained in this paragraph.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS

12.1 Contractor represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound marine construction practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Contractor shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Contractor's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Contractor shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of subcontractors or consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Contractor's designated representative shall have the authority to act on Contractor's behalf with respect to the Services. In addition, Contractor's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Contractor shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Contractor's professional judgment with respect to the Services. The Contractor shall review laws, codes, and regulations applicable to Contractor's Services. The Contractor's services and design shall comply with all applicable requirements imposed by all public authorities. The Contractor represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Contractor shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City

under this Agreement. Unless this Agreement is terminated by the City, or terminated by Contractor for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to Section 2.2 herein, Contractor shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Contractor represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal top complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

12.2 Contractor represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

13.0 GUARANTEE AGAINST INFRINGEMENT

13.1 Contractor guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, Contractor shall indemnify, hold harmless, and defend City, its officers, directors, employees, agents assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, Services, or other item provided under this Agreement. Notwithstanding the foregoing, Contractor may elect to provide non-infringing services.

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Contractor agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Contractor related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Contractor. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Contractor are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE

PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

Contractor is required to and agrees to comply with public records laws. Contractor shall keep and maintain all public records required by the City to perform the services as agreed to herein. Contractor shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Contractor shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Contractor of the request and the Contractor shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Contractor does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Contractor acknowledges that if the Contractor does not provide the public records to the City within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes. The Contractor acknowledges that if a civil action is filed against the Contractor to compel production of public records relating to this Agreement, the court may assess and award against Contractor the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Contractor, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Contractor to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Contractor fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Contractor's failure to comply with this Section, the City shall collect from Contractor prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Contractor. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Contractor's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

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

and its independent contractors or subcontractors pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at any time. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Contractor, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Contractor.

15.0 ASSIGNMENT

15.1 Contractor shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City. Any subcontractors employed by Contractor for any Work required under this Agreement shall require prior written approval from the City. Any attempt to assign or subcontract the responsibilities and payments under this Agreement without the express prior written consent of the City shall be grounds for termination of the Agreement.

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

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

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

16.0 INDEPENDENT CONTRACTOR

16.1 At all times during the term of this Agreement, Contractor, and any approved sub-contractors, shall be considered an independent contractor(s) and not an employee(s) of the City.

17.0 DEFAULT BY CONTRACTOR AND CITY'S REMEDIES

17.1 In addition to the City's right to terminate this Agreement for convenience under Section 18.0 of this Agreement, the City also reserves the right to revoke and terminate this Agreement for a default and rescind or suspend all rights and privileges associated with this Agreement, without penalty, based on a default including, but not limited to, any of the following circumstances, each of which shall represent a default and breach of this Agreement:

a. Contractor defaults in the performance of any material convenient or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written

notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Contractor shall have such time as is reasonably necessary to remedy the default, provided the Contractor promptly takes and diligently pursues such actions as are necessary therefor.

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

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

d. Contractor has committed any act of fraud upon or any unlawful act against the City or another party.

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

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

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, the City reserves the right, in its best interest as determined by the City, to terminate the Agreement, without penalty, for convenience by providing the Contractor with thirty (30) days' written notice thereof.

18.2 In addition, the City shall have the right to terminate this Agreement, without penalty, if: (a) Contractor is in default pursuant to Section 17.0; (b) Contractor fails to comply with any condition or provision of this Agreement; or (c) Contractor is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy City may have under this Agreement.

18.3 In the event of termination of this Agreement, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work completed to the satisfaction of the City prior to the effective date of termination. The City may, upon written notice to the Contractor, terminate the right of the Contractor to proceed under the Agreement, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of termination, any completed Services performed by the Contractor under the Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the

Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Contractor's workforce); extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

20.0 TRADE SECRETS

20.1 Contractor should not send or provide trade secrets to the City. If, however, trade secrets are claimed by Contractors, they will not be considered as trade secrets until the City is presented with the alleged trade secrets together with proof that they are legally trade secrets. The City will then determine whether it agrees and consents that they are in fact trade secrets. If Contractors fails to submit a claim of trade secrets to the City before obtaining the City's agreement, any subsequently-claimed trade secrets will be treated as public records and will be provided to any person or entity making a public records request for the information.

21.0 GOVERNING LAW & VENUE

21.1 This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

22.0 HEADINGS

22.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

23.0 SEVERABILITY

23.1 In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise by fully enforceable.

24.0 WAIVER AND ELECTION OF REMEDIES

24.1 Waiver by either party of any term, condition or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

24.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

25.0 THIRD PARTY RIGHTS

25.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Contractor.

26.0 PROHIBITION AGAINST CONTINGENT FEES

26.1 Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

27.0 ENTIRE AGREEMENT

27.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Contractor with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

28.0 NO JOINT VENTURE

28.1 Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

29.0 ATTORNEY'S FEES

29.1 Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees, whether at settlement, trial or on appeal.

30.0 COUNTERPARTS

30.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

31.0 DRAFTING

31.1 City and Contractor each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

32.0 NOTICE

32.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Contractor:

C&D Construction, Inc.
395 S. Range Rd.
Cocoa, Florida 32926
Attention: Curtis Deen
Phone 321-639-9198
Fax 321-690-2291

For City:

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

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

33.0 SOVEREIGN IMMUNITY.

33.1 The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Contractor agrees

that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

34.0 CORPORATE REPRESENTATIONS BY CONTRACTOR

34.1 Contractor hereby represents and warrants to the City the following:

a. Contractor is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

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

35.0 INDEMNIFICATION

35.1 Contractor shall defend, indemnify and hold the City, its officers, agents, officials, representatives, employees, volunteers, and city attorneys (individually and in their official capacity) (hereinafter the "City"), harmless from any and all liability, loss, damages, expenses, injuries (including death), costs, claims or actions, of any type, including, but not limited to, reasonable attorney's fees in any legal proceeding through trial or appeal, which the City may hereafter sustain, incur or be required to pay, arising out of or resulting from any acts, errors or omissions of the Contractor, its agents, vendors, contractors, subcontractors, representatives, servants, or employees and persons utilized by the Contractor in the execution, performance, or nonperformance or failure to adequately perform Contractor's obligations pursuant to this Agreement, or for breach of, this Agreement or any Task Order or any subsequent amendments thereto.

The indemnification provided above shall obligate the Contractor to defend at its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its officers, employees, and city attorneys which may covered by this indemnification. In all events the City and its officers, employees, and city attorneys shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein.

35.2 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor expresses its willingness to enter into this Agreement with the

knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Contractor to the City's complete satisfaction, and in no case shall exceed the amount provided in Section 33.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

36.0 BONDS.

36.1 To the extent deemed necessary and required by the City or by law, Contractor shall supply a materials, performance and payment bond(s) in form approved by the City's City Attorney and in accordance with Florida law and in an amount specified in any Task Order.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:

CITY OF COCOA, FLORIDA

By: _____
Henry U. Parrish, III, Mayor

ATTEST:

By: _____
Carie Shealy, City Clerk

CONTRACTOR:

C&D CONSTRUCTION, INC.

By: _____

Print Name/Title: Curtis Deen, Presiddent

EXHIBIT "A"

SCOPE OF SERVICES

MARINE CONSTRUCTION SERVICES AGREEMENT

The Scope of Services to be provided will include, but is not limited to, the following tasks and certain specific projects:

- Routine shoreline debris removal as needed
- Emergency Shoreline cleanup after storm event
- Shoreline restoration including placing Geotextile fabric, installation of filter and armoring stone
- Installation and maintenance of Living Shorelines
- Marine Dock Construction (Timber, Concrete, other)
- Dock Repair and Reconstruction
- Bulkhead and Seawall Repair and Construction
- Underwater inspection of marine structures
- Above-water inspection of marine structures
- Dredging, removal and disposal of underwater spoil and debris
- Derelict Vessel removal and storage
- Installation of Turbidity Measures and emergency spill response
- Associated environmental permitting and survey service

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

June 18, 2018

C & D Construction, Inc.
395 S. Range Road
Cocoa, FL 32926

Re: Continuing Services Agreement for Marine Construction Services Agreement

To Whom It May Concern:

Enclosed are two original agreements as noted above that were approved by City Council at their Regular meeting on June 12, 2018. Please have them both executed, and send them both back to me. I will then have our Mayor execute both on the City's behalf and I will return one, fully executed document to you at that time.

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

Sincerely,

Carie Shealy, MAA, MMC
City Clerk

REQUEST FOR QUALIFICATIONS

City of Cocoa, Florida

MARINE CONSTRUCTION SERVICES

RFQ # Q-18-15-COC

April 23, 2018

Finance Department
Purchasing & Contracts Division
65 Stone St.
Cocoa, FL 32922

ISSUE DATE: 04/23/2018
Page 1 of 25
PROPOSALS MUST BE RECEIVED PRIOR TO 4:00 P.M. ON 05/24/2018

PURCHASING DIVISION CONTACT: SONJA HAMILTON
PHONE NUMBER: (321) 433-8833
FAX: (321) 433-8860
E-Mail: shamilton@cocoafl.org

PLEASE COMPLETE THE FOLLOWING AND SUBMIT THIS FORM WITH YOUR PROPOSAL	
Vendor Name: Address: City, State, Zip: Phone Number: Fax Number: E-Mail Address: FEIN Number:	Do you accept electronic payments (Mastercard) □ YES □ NO Do you accept Visa? □ YES □ NO List of Deviations (if any) attached Yes___ No___ If submitting a "NO RESPONSE", state reason: _____ _____

Response packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Responses received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The clock located in the lobby of the Office of the Purchasing Manager will be the official authority for determining late responses.

One (1) original (MARKED "ORIGINAL") and FOUR (4) copies of all responses and required attachments must be executed and submitted in a sealed envelope. Respondent shall mark response envelope, RFQ# **Q-18-15-COC.** Respondent name and return address must be clearly identified on the outside of the envelope.

By submitting an RFQ proposal and executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of Respondent to submit this RFQ package to the City of Cocoa, and bind the Respondent to the terms and conditions of this RFQ. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the RFQ Package and all subsequently issued addendums. Further, Respondent certifies, represents, and warrants that all information contained in Respondent's RFQ submittal is accurate and truthful and that the

City of Cocoa will rely on said information during the RFQ process. Respondent further understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification. Additionally, Respondent agrees that the City of Cocoa shall have the sole discretion to rank respondents to this RFQ. The final ranking of the qualifications of all respondents by the City does not guarantee that any of the highest ranked respondents will be selected to perform the services required by this RFQ. The City may elect, at its sole discretion, to initiate negotiations to enter into one or more written agreements with selected respondents pursuant to this RFQ. Said agreements shall be approved separately by, and at the sole discretion of, the City Council of Cocoa, and shall depend on numerous factors such as any successful respondent offering fair, competitive and reasonable prices for their services and the respondent's ability to accept the terms and conditions required by the City. Further, Respondent agrees that the City has the right to reject, for any reason and without penalty, any and all submittal packages prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced under this RFQ with any respondent at any time. Respondent shall bear all costs associated with preparing and responding to this RFQ. The City of Cocoa will provide no compensation for such costs.

During the RFQ process, Respondent consents to the City of Cocoa conducting credit and corporate background checks on the Respondent. Further, the Respondent hereby consents and authorizes the City to contact any and all previous clients, and references, of Respondent to inquire about the Respondent's past or current performance on any other project that the City deems to be relevant to the services requested under this RFQ.

Respondent expressly acknowledges and represents and warrants that it will comply with the Anti-Lobbying requirement of this RFQ which is set forth in section I of this RFQ.

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS RFQ AS IF SET FORTH ABOVE.

_____
Name of Respondent

_____
Authorized Signature

_____
Name & Marine Construction

_____
Date

TABLE OF CONTENTS
RFQ # Q-18-15-COC
REQUEST FOR QUALIFICATIONS
MARINE CONSTRUCTION SERVICES

SECTION I **Page numbers**

Introduction …….. 5
RFQ Due Date & Time …… 5
Anti-Lobbying …….. 6
Standard Terms & Conditions …….. 6
Special Terms & Conditions ……..…….... 9
Standard Insurance Requirements ……...……. 10
Liability Insurance …… 10

SECTION II

General Information……..…….. 12
Scope of Services ……..…….. 12
Minimum Qualifications of Respondent ……...…… 13

SECTION III
RFQ Submittal Documents ……. 14

SECTION IV
RFQ Time Line ……. 15
Selection..... 15

SECTION V
Evaluation Procedure …….…… 16
Evaluation Factors…….…….…… 16
Other Applicable Mandatory Criteria…...…….…… 16

SECTION VI
Business Reference List …….…… 18

SECTION VII
Affidavit of Existing or Prior Contracts with the City …… NA

SECTION VIII
Affidavit of Other Applicable Mandatory Criteria …… 19

SCRUTIIZED COMPANY CERTIFICATION…… 20

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION... 22

SECTION I

INTRODUCTION

The City of Cocoa (hereinafter referred to as "City") is requesting Statements of Qualifications from MARINE CONSTRUCTION firms to provide the City with

MARINE CONSTRUCTION SERVICES

RFQ **DUE DATE & TIME:** May 24, 2018 **, AT 4:00 P.M.** Qualifications packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Packages are to be received **NO LATER THAN 4:00 P.M.** Packages received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The clock located at the reception desk in the lobby of Cocoa City Hall will be the official authority for determining the time that packages are received and for determining late responses.

All RFQ information and required attachments must be executed and submitted in a sealed envelope. Respondent shall mark envelope **RFQ No. 18-15-COC MARINE CONSTRUCTION SERVICES.** Respondent's name and return address must be clearly identified on the outside of the envelope.

These documents constitute the complete set of terms and conditions, specification requirements, and forms. Any additional information should be attached to this format or the respondent may be disqualified.

Respondents shall submit FIVE (5) complete sets (one (1) original (marked "ORIGINAL"), and FOUR (4) copies of their response, complete with all supporting documentation. Responses submitted by facsimile or electronically will NOT be accepted. Responses which do not comply with these requirements may be rejected at the option of the City. It is the respondent's responsibility to ensure that all submittals are in accordance with all addendums issued, if any. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. The RFQ and any Addendums are available online at http://www.demandstar.com .

Responses not submitted in the format set forth herein shall be rejected unless otherwise explained in the response documents.

For information concerning procedure for responding to this Request for Qualifications (RFQ), contact Sonja Hamilton, Purchasing Manager, Purchasing & Contracts Division at (321) 433-8833. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services or respondent procedures will only be transmitted by written addendum.

All questions about the meaning or intent of the RFQ Documents shall be submitted in writing and directed to the City of Cocoa, 65 Stone St., Cocoa FL 32922, Attention: Sonja Hamilton, Purchasing Manager, Purchasing & Contracts Division. Questions may also be sent via fax at (321) 433-8860 or e-mail at shamilton@cocoafl.org . Questions received less than five (5) calendar days prior to the due date for the responses will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and may not be relied upon by respondent in submitting their response.

ANTI-LOBBYING PROVISION

COMPANIES AND PERSONS DESIRING TO RESPOND TO THIS RFQ ARE HEREBY NOTIFIED THAT ALL COMMUNICATIONS REGARDING THIS RFQ, WHETHER IN WRITING, ELECTRONIC, VERBAL, OR BY SOME OTHER MEANS, AND WHETHER MADE INDIRECTLY BY THIRD PARTIES OR DIRECTLY BY THE RESPONDENT, SHALL BE SUBMITTED TO THE CITY'S PURCHASING MANAGER, EXCEPT LEGAL MATTERS MAY BE DIRECTED TO THE CITY ATTORNEY DIRECTLY OR THROUGH THE PURCHASING MANAGER. EXCEPT AS EXPRESSLY REQUIRED BY THIS RFQ FOR FORMAL PRESENTATIONS (IF ANY), ANY INDIRECT OR DIRECT COMMUNICATIONS AND LOBBYING REGARDING THIS RFQ MADE TO MEMBERS OF THE CITY COUNCIL, MEMBERS OF THE SELECTION COMMITTEE, OR ANY OTHER CITY OFFICIAL ARE STRICTLY PROHIBITTED AND SHALL CONSTITUTE GROUNDS FOR IMMEDIATE DISQUALIFICATION.

STANDARD TERMS & CONDITIONS

ACCEPTANCE AND REJECTION - The City reserves the right to accept or reject any and all responses and to accept the response which best serves the interest of the City of Cocoa. The City may award sections individually or collectively, whichever is in its best interest, unless the respondent only intends to respond for the contract in its entirety.

ASSIGNMENT - Neither the contract nor payment due pursuant to this RFQ may be assigned. Any attempt to assign the responsibilities and payment under this RFQ without the express prior written consent of the City of Cocoa shall be grounds for termination of the contract.

AWARD - Award shall be generally made to the firm that demonstrates technical capability while most closely meeting the city's needs according to the evaluation criteria and factors designated in the solicitation. Further, once the City Council approves a ranking of the firms, the award will depend upon the successful respondent negotiating acceptable terms under a Services Agreement. **Respondents are hereby notified that should a respondent be selected to negotiate a contract with the City, the City will be paying significant attention to cost of services being offered. The successful respondent shall be the one that is not only the most qualified firm, but the firm that has also agreed to rates, fees and charges that the City of Cocoa deems to be fair, reasonable and competitive in the market place.** If the City pursues competitive negotiations with your firm and the City can not agree on fair, competitive, and reasonable rates, fees, and charges for services required by this RFQ, the City will cease negotiations with your firm. The City will then commence negotiations with the next ranked firm until the City has awarded a contract or rejected all of the proposals at its sole discretion.

CONFLICT OF INTEREST - The respondent certifies that this response has not been arrived at collusively or otherwise in violation of federal, state or local laws. Any purchase order, check requisition or contract from which any agent, officer or employee of the city or any relative thereof, will realize a financial gain, directly or indirectly, shall be void, except that before the execution of a purchase order, check requisition or contract, the Council shall have the authority to waive compliance with this section when it finds such action to be in the best interest of the City.

DEVIATION FROM SPECIFICATION - Any deviation from specifications and submittal requirements must be clearly stated, explained in detail and accepted by the City in writing. Otherwise items offered are expected to be in strict compliance with specifications and submittal requirements and the successful response shall be held accordingly.

DISCRIMINATION STATEMENT: An entity or affiliate placed on the Discriminatory Vendor List may not submit a response for a contract to provide goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or perform any public work, may not submit Proposals for leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and may not transact business with any public entity.

ECONOMY OF PREPARATION: The responses should be prepared simply and economically, providing a straightforward, concise description of the respondent's qualifications and ability to fulfill the requirements of the RFQ.

F.O.B. POINT - Products and materials related to the project are to be shipped F.O.B. to the department and address as identified on Purchase Orders.

INFORMALITIES - The City of Cocoa reserves the right to both waive any minor informality in responses and to determine, in its sole discretion, whether or not a particular informality is minor.

INFORMATION AND LITERATURE - Respondents are to furnish all information and literature requested. Failure to do so may be cause for rejection.

INTERPRETATIONS - Any questions concerning conditions and specifications shall be directed to the purchasing manager. Interpretations that may affect the eventual outcome of this RFQ will be furnished in writing to all prospective potential respondents. No interpretation shall be considered binding unless provided in writing by the City of Cocoa.

NON-DISCRIMINATION - The successful respondent will comply with all federal and state requirements concerning fair employment and will not discriminate by reason of race, color, age, religion, sex, national origin or physical handicap.

PATENTS AND COPYRIGHTS - The respondent will agree to hold harmless the City of Cocoa, its officers, agents and employees from liability of any kind, including cost and expenses, with respect to any claim, action, cost or judgment for patent or copyright infringements.

PAYMENTS - Upon acceptance of work by using department of the City, employees and others, it is understood and agreed that orders and services shall be shipped and performed at the established contract prices. Invoicing in variance with this will subject the contract to cancellation. The City shall make payment to the Contractor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes. The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using City department. Unless otherwise directed in the contract for services, all invoices shall be directed to the Accounts Payable Section, City of Cocoa, 65 Stone St., Cocoa, FL 32922, with a copy directed to the City department using the services.

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY PURCHASE ORDER NUMBER.

PUBLIC ENTITY CRIMES - A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or perform any public work, may not submit a response for leases of real property to a public entity, may not be awarded or

perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the Convicted Vendor List.

PUBLIC RECORDS: Florida law provides that municipal records shall, at all times, be open for personal inspection by any person. Section 119.01 Florida Statutes (The Public Records Law.) Unless otherwise provided by the Public Records Law, information and materials received by the City in connection with an RFQ response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for under section 119.07, Florida Statutes and other applicable laws. If the respondent believes any of the information contained in his or her response is exempt from the Public Records Law, then the respondent must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

(a) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:** (321) 433-8484; cshealy@cocoafl.org; City Clerk's Office, 65 Stone Street, Cocoa, FL, 32922.

TAX EXEMPTIONS - The City of Cocoa is sales tax exempt. The City of Cocoa's sales tax-exempt number is 85-8012621548C-8.

TERMINATION FOR CAUSE: If a respondent is awarded a contract under this RFQ, the successful respondent is herby on notice that the contract shall be subject to termination in the event that the respondent breaches the contract, or respondent fails to fulfill in a timely and proper manner its obligations under this contract, or if the respondent is declared bankrupt or insolvent, or respondent is found to have committed fraud or any other unlawful act against the City or another party. The City may, upon written notice to the respondent, terminate the right of the respondent to proceed under the contract, and may hold the respondent liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the respondent under the contract shall, at the option of the City, become the City's property and the respondent shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The respondent, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the respondent, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the respondent can be determined.

TERMINATION FOR CONVENIENCE: If a respondent is awarded a contract under this RFQ, the successful respondent is herby on notice that the contract shall also be subject to termination for convenience by the City. The City reserves the right, in its best interest as determined by the City, in its sole discretion, to cancel the contract by giving written notice to the respondent thirty (30) days prior to the effective date of such cancellation.

TIME FOR CONSIDERATIONS – All Proposals will be considered after the time and date set for the opening of the Proposals and for a period up to ninety (90) days thereafter.

TRADE SECRETS - Respondents should not send trade secrets. If, however, trade secrets are claimed by any respondent, they will not be considered as trade secrets until the City is presented with the alleged secrets together with proof that they are legally trade secrets. The City will then determine whether it agrees and consents that they are in fact trade secrets. If a respondent fails to submit a claim of trade secrets to the City before obtaining the City's agreement, any subsequently-claimed trade secrets will be treated as public records and will be provided to any person or entity making a public records request for the information (F.S. 119.01).

SPECIAL TERMS & CONDITIONS

ADDENDUM AND AMENDMENTS TO REQUEST FOR QUALIFICATIONS: If it becomes necessary to revise or amend any part of this Request for Qualifications, the City's Purchasing & Contracts Division will furnish the revision by written Addendum to all prospective respondents who are recorded with the City as having received an original Request for Qualifications. Addenda information will be posted on Onvia DemandStar at http://www.demandstar.com. Respondents are responsible to check this location for updates.

COMMITTEE MEETINGS/PRESENTATIONS INFORMATION: The Notice of Committee Meetings/Presentations is generally posted at least seventy-two (72) hours in advance of such meetings/presentations. However, the City reserves the right to hold Committee meetings with less notice if necessary upon reasonable notice. Proposers are responsible to check the following locations for updates on this proposal's status: on the bulletin board located in the main lobby of the City Hall building at 65 Stone St., Cocoa, FL 32922; or on the City's Web Page http://www.cocoafl.org, under the City Clerk. City Council meetings, at which matters regarding this RFQ may be considered, are noticed by the City Clerk's office under the general rules and procedures of the City Council.

INDEMNIFICATION STATEMENT – By submitting a response document signed by an authorized agent of the respondent, respondent (contractor) acknowledges and accepts the terms and conditions of the following Indemnification Statement in the event of contract award:

"For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the contractor shall indemnify, hold harmless and defend the City of Cocoa, its officers, agents, officials, attorneys, representatives and employees (hereinafter the "City") against any and all liability, loss, cost, damages, expenses, injuries (including death), claim or actions, of whatever type, including but not limited to attorney's fees in any legal proceeding through trial and appeal, which the City may hereafter sustain, incur or be required to pay, arising out of, wholly or in part, or due to any act or omission of contractor, its agent(s), vendors, contractors, subcontractor(s), representatives, servants, or employees in the execution, performance or non-performance or failure to adequately perform contractor's obligations pursuant to this RFQ and any subsequent contract."

LIMITATION OF LIABILITY STATEMENT – By submitting a response document signed by an authorized agent of the respondent, respondent acknowledges and accepts the terms and conditions of the following Limited Liability Statement in the event of contract award:

"The City desires to enter into this contract only if in so doing the City can place a limit on the City's liability for any cause of action arising out of the contract, so that the City's liability for any breach never exceeds the sum of any contract amount that is owed by the City for services actually performed by the respondent to the City's complete satisfaction. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, respondent expresses its willingness to enter into this contract with the knowledge that the respondent's recovery from the City to any action or claim arising from the contract is limited to a maximum amount of the sum of any contract amount that is owed by the City for services actually

performed by the respondent to the City's complete satisfaction. Nothing contained in this paragraph or elsewhere in this contract is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest."

PROPOSER EXPENSES - No out-of-scope services shall be provided in the absence of prior, written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract. The City will not pay a retainer or similar fee. The City is not responsible for any expenses that respondent may incur in preparing and submitting responses called for in this request. The City will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel expenses; and the like, incurred by the respondent. The City will not be liable for any costs incurred by the respondent in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION: The respondent shall furnish such additional information/clarification as the City may reasonably require. This includes, but is not limited to, information that indicates financial resources as well as the ability to provide and maintain the services requested. The City reserves the right to make investigations of the qualifications of the respondent as it deems appropriate including, but not limited to, a background investigation of service personnel to be conducted by the City of Cocoa Police Department or its designees.

TERMS: Contracts awarded and entered into under this RFQ shall be project or task based, subject to deadlines mutually agreed to by the parties. Therefore, the contract term will be based on the tasks assigned under the contract for the MARINE CONSTRUCTION SERVICES and shall be subject to the City's right to terminate the Contract for cause or convenience. The term of the Agreement will not exceed **THREE (3) years with up to TWO (2) one-year renewals.** However, the City will reserve the right to extend the Agreement beyond that period if the City Council determines that extension is required based upon public necessity to complete a pending task related to this RFQ.

STANDARD INSURANCE REQUIREMENTS

All qualified firms MUST provide written proof of insurance and demonstrate that they maintain all applicable insurance coverage as specified below as a condition precedent to contracting with, and performing any work for, the City of Cocoa. **Copies of all applicable current insurance certificates must be attached to the Respondent's submittal.**

Excluding professional liability policies which prohibit naming the City as an additional named insured, the Certificate of Insurance must be made to the City of Cocoa, 65 Stone St., Cocoa, FL 32922 and should reference the operation and name the City as an additional insured.

Prior to renewal, non-renewal, cancellation, or change or modification of any insurance policy, at least 30 days advance written notice shall be given to the City of Cocoa.

All Certificates of insurance shall be approved by the Project Manager **prior** to the commencement of any work. Minimum coverage with limits and provisions are as follows:

LIABILITY INSURANCE

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

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 and with a deductible amount not greater than $5,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

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

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $1,000,000.00 and with a deductible not greater than $5,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

It is required that individuals and firms contracting with the City of Cocoa who own licensed motor vehicles that will be utilized in connection with any City contract or job maintain automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is further required that individuals and firms contracting with the City of Cocoa who lease, rent, or borrow licensed motor vehicles that will be utilized in connection with any City contract or job be required to maintain non-owned or hired automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS:

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

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

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

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms must demonstrate that they have worker's compensation coverage at levels required by Florida law.

SECTION II

1. GENERAL INFORMATION

The City of Cocoa (hereinafter referred to as "City") is requesting Statements of Qualifications (SOQ) from qualified contractors to provide Marine Construction Services and related services on facilities and property under jurisdiction of the City. The selected Marine Construction Services Companies will enter into a Continuing Service Agreement with the City to perform work as a Marine Construction Services provider for the city of Cocoa. Firms will compete with other selected firms for work tasks associated with maintenance activities as well as for construction of elements of the city's future Riverfront Master Plan. The value of construction projects anticipated within the life of this contract may total $3 Million, however individual projects under this contract may not exceed $2 Million each.

Project teams consisting of a qualified lead construction firm and other qualified subcontractors will also be considered. In addition, the City reserves the right, at its sole discretion, to select among the respondents of this RFQ or through other bidding procedures, other construction firms to handle component parts of the anticipated projects if the City deems it in the City's best interests to do so.

Services to be provided include, but are not limited to, the services described in the Scope of Services. The anticipated projects will be subject to the City securing funding. If adequate funding is not acquired, the anticipated projects may be cancelled or downsized by the City without notice and without penalty. The selected firm (s) will be required to enter into an Agreement in a form approved by the City Attorney and City Council, and determined by the City to be fair, competitive and reasonable.

2. SCOPE OF SERVICES

The City of Cocoa is soliciting SOQs from interested Marine Construction Services firms to provide specialized Marine Construction Services work on property and facilities owned and/or operated by the City. The selected construction firms will enter into a Continuing Services Agreement with the City of Cocoa to perform work as a Marine Construction Services Provider for a three-(3) year period, renewable for two (1) one-year periods. The scope of services to be provided will include, but is not limited to the following:

- Routine shoreline debris removal as needed
- Emergency Shoreline cleanup after storm event
- Shoreline restoration including placing Geotextile fabric, installation of filter and armoring stone
- Installation and maintenance of Living Shorelines
- Marine Dock Construction (Timber, Concrete, other)
- Dock Repair and Reconstruction
- Bulkhead and Seawall Repair and Construction
- Underwater inspection of marine structures
- Above-water inspection of marine structures
- Dredging, removal and disposal of underwater spoil and debris
- Derelict Vessel removal and storage
- Installation of Turbidity Measures and emergency spill response
- Associated environmental permitting and survey services

The work under this RFQ will be on an as-needed basis. Individual task orders will be authorized and performed as projects are identified by the City. When a project is identified by the City, the City will notify each contractor selected on this RFQ and under a Continuing Services Contract of the project. The city will supply relevant information concerning project (for example specifications, design drawings, sketches, and schedule expectations). Contractors will be given the opportunity to submit a bid based on project information. Contractor's response time for developing a bid when notified of a project will be based on the type of work to be assigned and will be stipulated by the City; however, the Contractor will be typically expected to respond from within 5 days up to 21 days as determined by the City. The City will review bids submitted and will select a firm based on lowest, responsive bid. If for any reason a Contractor's work schedule will not allow them to perform the requested work, then the next lowest bidder will be contacted to perform the requested work assignment. The bid shall include the names and dollar value of work provided by subcontractors. The city reserves the right to approve subcontractors or place limits on the work provided by subcontractors.

It is anticipated the City will enter Continuing Services Contracts with at least three companies to perform a portion or all of the services listed above. Qualified firms wishing to respond to the RFQ must provide all services described in this document, whether directly or through sub-contractors. The City reserves the right to approve or disapprove any sub-contractors. This does not, however, limit the use of qualified sub-contractors.

The Successful Proposer (s) will appoint one of their employees as the key contact for approval by the City Project Manager.

It is the City's belief that the services required are adequately described herein. Therefore, any negotiated contract, which may result from this RFQ, must include the entire effort required of the proposer to provide the service described. Specifically, no additional fees shall be allowed for any additional services performed for any reasons whatsoever except those directly attributable to the City's errors or omissions. A provision to this effect shall be included in any negotiated contract.

3. MINIMUM RESPONDENT QUALIFICATIONS

The City wishes to assess the respondent's experience with services that are similar to those that would be envisioned in the Scope of Services associated with this contract. To familiarize the City with the applicable work experience, each respondent shall provide the following information:

- Evidence that they have been in the business of providing Marine Construction Services for a period of at least three (3) years
- A list, description, and approximate value of related projects completed within the last three years
- A list of major equipment owned or available to the contractor to be used on city projects
- Qualifications of Key Personnel that will provide services under this contract
- Names of Permitting, Survey, or other sub consultants
- Special Insurance Requirements are as follows:

WORKER'S COMPENSATION INSURANCE, FEDERAL LONGSHOREMEN'S AND HARBORWORKER'S ACT, AND JONES ACT. The CONTRACTOR will provide Workers Compensation Insurance, the Federal Longshoremen's and Harbor worker's Act, and the Federal Jones Act coverage on behalf of all employees who are to provide a service under this Contract. It is the responsibility of the vendor to ensure that appropriate coverage and limits of insurance are purchased to provide for all personnel subject to these acts and shall carry coverage in accordance with statutory limits.. Long Shoremen's Harbor Worker's Compensation coverage include all personnel are subject to the provisions of the U.S. Longshoreman's & Harbor Workers' Compensations Act and related acts (USH&L) shall be covered under USH&L insurance provided by the contractor as required by this agreement. It is the responsibility of the contractor to ensure that appropriate coverage and limits of insurance are purchased to provide for all personnel subject to these acts

.

SECTION III

RFQ SUBMITTAL DOCUMENTS

For the response to be considered complete and timely, Respondent must submit one (1) original **marked "ORIGINAL"**, and FOUR (4) copies of the proposal must be received by the City of Cocoa on or before 4:00 P.M., May 24, 2018

Respondents must include the following information in their proposal:

Title Page: Title Page shall show the RFQ subject title and proposal number; the firm's name; the name, address and telephone number of a contact person; and the date of the proposal. **Pages 2&3 of this document may be used as your title page.**

Cover Letter: The response shall contain a cover letter signed by a person who is authorized to commit the Respondent's offer to perform the work included in the RFQ and should identify all materials and enclosures being forwarded in response to the RFQ.

Table of Contents: The Table of Contents shall provide a listing of all major topics, their associated section number, and starting page.

Executive Summary: The Executive Summary section of the proposal shall be limited to five (5) typewritten pages. The purpose of the Executive Summary is to provide a high-level description of the Respondent's ability to meet the requirements of the RFQ and approach to the project.

General Information: The General Information section of the proposal shall be limited to two (2) typewritten pages. The purpose of the General Information section is to provide a brief discussion of Respondent's business history and current purpose/function in the marketplace.

Summary of Qualifications: The Summary of Qualifications section of the proposal shall be limited to twenty (**20**) typewritten pages. Indicate the Respondent's background in providing these services to governmental entities. Provide a listing of comparable client references that are using the Respondent's professional services, (i.e., client name, address, telephone number, contact person and length of time service was provided). Indicate specifically the members of the firm who will have primary responsibility for the City's contract. Also indicate all key individuals and sub-consultant's (if any) and their tasks and/or areas of expertise.

Resumes and Attachments: Resumes and additional information which the Respondent feels will assist in the evaluation should be included.

Additional Required Proposal Submittal Forms: Reference Sheets, Addenda Acknowledgements, Questionnaires, Agreements, Certificates of Insurance, Affidavit of Existing or Prior Contracts with the City, and other materials requested by the City.

Written Response to Evaluation Criteria: When compiling their responses, sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page; proposals should be bound in a manner that can be removed and to allow flat stacking for easy storage; **do not use three ring binders or permanent binding**; and sections should be compiled in the sequence list above. Maximum number of pages shall be fifty (**50**) pages, not including tabs and dividers.

SECTION IV

RFQ **TIME LINE**

The City reserves the right to establish and change the schedule of the RFQ process at any time, with or without notice and without penalty. However, the **anticipated** schedule for this RFQ is as follows:

STAGE	**DATE**
RFQ Issued:	4/23/18
RFQ Advertised:	4/26/18 & 5/3/18
Deadline for Respondent Questions:	5/17/18 by 5:00pm
Responses/Addendum Issued by City:	5/21/18 by 5:00pm
RFQ Submission Deadline:	5/24/18 4:00pm
Final Ranking and Recommendation of Firms by SC:	TBD
City Council consideration of SC Recommendation and City Council's decision regarding Contract Negotiations:	TBD
Contract Award by Council (including an initial task order):	TBD

SELECTION

The City wishes to avoid the expense to the City and to respondents of unnecessary oral presentations. Therefore, the City will select the highest ranking service providers based on the written submissions only.

The Selection Committee will deliberate and prepare a recommended ranking of the qualifications of the Respondents that presented based on the written proposals. The deliberations and ranking recommendation occur at a noticed meeting of the Selection Committee. The final ranking will be submitted to the City Council as a recommendation only. The City Council has the right to accept, reject, or modify the recommendation as it deems in the best interests of the City of Cocoa. The City Council will render, at its sole and absolute discretion, the final decision on the ranking received from the Selection Committee and the award of any and all contracts

under this RFQ. The City Council's decision shall constitute the final decision of the City of Cocoa regarding this RFQ.

SECTION V

EVALUATION PROCEDURE

It is the intent of the City that all construction firms responding to this RFQ who meet the requirements contained in this RFQ shall be ranked, at the City's sole and absolute discretion, in accordance with the criteria and factors established in these documents. The City will consider all responsive and responsible responses received in its evaluation and award process.

EVALUATION FACTORS

The City's evaluation factors will include consideration of, but will not be limited to the following:

	Description	Page Limit	Weighting
1	Firm's Qualifications and Experience	3	30%
2	Proposed Team Members Experience and Training	4	30%
3	Reference Projects	5	30%
4	Owner/Client References	1	10%

OTHER APPLICABLE MANDATORY CRITERIA

The following represent additional mandatory criteria (See Section VIII Affidavit):

1) The contractor is a licensed business entity in Florida and said license is in good standing.
2) The contractor has no legal or professional conflict of interest with regard to any other work performed by the firm for the City of Cocoa or for any other person or entity or with respect to the scope of services required by this RFQ.
3) The contractor adheres to the instructions and requirements in this RFQ in preparing and submitting the response including, but not limited to the Anti-Lobbying provision.

EACH RESPONDENT SHALL BE REQUIRED TO ADDRESS EACH OF THE EVALUATION FACTORS (#1 THROUGH #4) IN THE ORDER LISTED ABOVE AND THE OTHER APPLICABLE MANDATORY CRITERIA IN WRITING AS PART OF THE RFQ SUBMITTAL PACKAGE. IF ANY OF THE FACTORS OR CRITERIA IS NOT APPLICABLE, THE RESPONDENT IS INSTRUCTED TO WRITE "NOT APPLICABLE" AS AN ANSWER.

SECTION VI

The firm shall provide a minimum of three (3) business related references for which they are currently providing, or have provided within the last seven (7) years, services similar to the scope of services required by this RFQ.

1. Company Name_____
   Contact Name and Title_____
   Address _____
   Phone Number _____
   Duration of Contract or business relationship_____

2. Company Name_____
   Contact Name and Title_____
   Address _____
   Phone Number _____
   Duration of Contract or business relationship_____

3. Company Name_____
   Contact Name and Title_____
   Address _____
   Phone Number _____
   Duration of Contract or business relationship_____

SECTION VII
NOT APPLICABLE

SECTION VIII

AFFIDAVIT OF OTHER APPLICABLE MANDATORY CRITERIA

STATE OF _____
CITY OF _____

BEFORE ME**,** the undersigned authority, this day personally appeared _____, who, after first being duly sworn, upon oath, deposes and says:

1. My name is _____ and I am over the age of eighteen (18) years.
2. I have personal knowledge of the facts contained in this Affidavit, and I know these facts to be true and correct.
3. I currently serve in the position of _____ for _____ (hereinafter "Respondent") and have been employed by Respondent since _____.
4. I am familiar with the current professional licensing status of Respondent.
5. I have assisted in preparing the Respondent's response to the City of Cocoa RFQ for Marine Construction Services and I am familiar with the contents of said response.
6. I am also familiar with the other applicable mandatory criteria listed in Section V of the City of Cocoa RFQ for Marine Construction Services; and
7. Based on my personal knowledge and belief, I state as follows:

A. Respondent is duly licensed to practice in the State of Florida, and said license is in good standing with the State of Florida;

B. There are no legal or professional conflicts of interest with regard to any work performed by the Respondent for the City of Cocoa or any other person or entity, or with respect to the scope of services required by the City of Cocoa RFQ for Marine Construction Services; and

C. The Respondent adhered to the instructions set forth in the City of Cocoa RFQ for Marine Construction Services in preparing and submitting the Respondent's response including, but not limited to the Anti-Lobbying provision.

FURTHER AFFIANT SAYETH NAUGHT.

_____

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me this ____ day of _____, 20___ by _____[ ] who is personally known to me, or [ ] who has produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this _____ day of _____, 20___.

_____
NOTARY PUBLIC
Print Name:

_____
My Commission Expires:

Scrutinized Company Certification

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

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

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

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

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

_____
(Authorized Signature)

_____
(Printed Name and Marine Construction)

_____
(Name of Vendor)

STATE OF _____, COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ (name of person whose signature is being notarized) as _____ (Marine Construction) of _____ (Name of Vendor), known to me to be the person described herein, or who produced _____ (type of identification) as identification, and who did/did not take an oath.

NOTARY PUBLIC:

_____ State of _____ at Large (Seal)
(Signature)

_____ my commission expires: _____

(Print Name)

Scrutinized Company Provisions

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

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

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

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

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

or

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

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

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

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

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

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

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

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

Instructions for Certification (A)

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

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

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

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

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

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

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

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

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

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

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

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

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

Instructions for Certification (B)

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

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

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

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

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

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

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

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause.

The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

Applicant:	Date:
Signature of Authorized Certifying Official:	Marine Construction:

END

Client#: 18 CDCONSTR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/02/2019

PRODUCER
Construction Underwriters, Inc
4168 Southpoint Pkwy - Ste 305
Jacksonville, FL 32216
rgately@cui-usa.com

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
C & D Construction, Inc.
395 S. Range Road, Suite A
Cocoa, FL 32926

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Amerisure	19488
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	CPP115639711	10/05/2019	10/05/2020	EACH OCCURRENCE	$1,000,000
		X COMMERCIAL GENERAL LIABILITY	Blnkt WOS			DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
		CLAIMS MADE X OCCUR	XCU Included			MED EXP (Any one person)	$10,000
		X Contractual Liab	Completed Ops			PERSONAL & ADV INJURY	$1,000,000
		X Blnkt Addl Insd	Design Svcs Liab			GENERAL AGGREGATE	$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$2,000,000
		POLICY X PRO-JECT LOC					
A		AUTOMOBILE LIABILITY	CA108997112	10/05/2019	10/05/2020	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
		X ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		X HIRED AUTOS					
		X NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
A		EXCESS/UMBRELLA LIABILITY	CU027300509	10/05/2019	10/05/2020	EACH OCCURRENCE	$4,000,000
		X OCCUR CLAIMS MADE	Follow From			AGGREGATE	$8,000,000
			Excess above GL,				$
		DEDUCTIBLE	Auto & WC				$
		RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC200366306	01/01/2019	01/01/2020	X WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	Blnkt WOS			E.L. EACH ACCIDENT	$1,000,000
		If yes, describe under SPECIAL PROVISIONS below	USL&H Included			E.L. DISEASE - EA EMPLOYEE	$1,000,000
						E.L. DISEASE - POLICY LIMIT	$1,000,000
		OTHER					
A		Rented Equip.	CPP115639711	10/05/2019	10/05/2020	$100,000 Max/Min	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
RE: Cocoa Day Slips and T-Dock Replacement Project (B-19-13-COC)
Certificate holder is named as an additional insured with respects to general, auto & excess liability for work being performed by the named insured for the certificate holder

CERTIFICATE HOLDER

The City of Cocoa
65 Stone Street
Cocoa, FL 32922

CANCELLATION 10 Days for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Regina R. Gately

© ACORD CORPORATION 1988

P.O. Box 236577
Cocoa, FL 32923-6577
(321) 639-9198x12
Fax (321) 690-2291
gregg@c-dconstruction.com

C&D Construction, Inc.

2/12/19

Attention: Abigail Morgan, P.E., ENV SP
Public Works Assistant City
Engineer
City of Cocoa
Subject: RFP – City of Cocoa Harrison Street Relief Channel Excavation

Dear Abigail;

This is our proposal based upon our onsite meetings to demucking the pond across from Ryans Restaurant at Lee Wenner Park.

Per the following scope;
The City of Cocoa is looking to perform the maintenance by removal of accumulated sediments and debris from 0.20 acres of an existing relief channel and associated double box culverts which are 10-ft and 6-ft tall located on the west end of the Humphrey Bridge (SR 520). The edges of the relief channel are vegetated with mangroves and 0.08 acres will be removed as part of this work. Per the ERP application to SJRWMD and they are requesting we provide type of equipment being used, description of proposed dewatering, the location and type of any temporary storage or drying areas (this will be the parking lot area at Lee Wenner Park), the type size and location of any return water pipes, and the final disposal location of the dredged material.

Type of Equipment used; Front end loader, Clam Shell bucket, six inch dewatering pump, coffer dam

Type Dewatering Required; 6” Mud pump Discharging into culvert and dry retention to East of Pond, Outflow into Indian River. Cofferdam Both Ends of pond piping structure with steel sheet piling.

Our scope is to provide Sheet piling for both box culverts, dewater the pond with a 4”-6” pump, Conventionally Excavated under the base bid up to 1648 cubic yards of fill and haul to a site owned by the City of Cocoa with in a 20 mile radius.

Base Bid –

$197,650.00

If you need further information or would like to discuss cost savings please call
Sincerely,
Gregg Galzerano
C&D Construction, Inc.
CGC059168

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=8230682&GUID=625D74F8-7F3F-498A-A273-8185385A493D* is a secure document that has been embedded in this document. Double click the pushpin to view.



~ TRACK SHEET ~

Multi-use Continuing Services Agreement Contract - FINANCE DEPARTMENT

COMMODITY/SERVICE:	**MARINE CONSTRUCTION SERVICES**	**Term: 3 years with two (2), one (1) Year Renewal Options. NTE: 5 Years Consecutive.**
VENDOR/CONTRACTOR:	**1) TSI Disaster Recovery** 557,319.19 **2) C&D Construction** 22,375.00 **3) Underwater Engineering** 0.00 **4) Rush Marine LLC** 0.00	**4-QUOTES REQUIRED**
Department Name:	PUBLIC WORKS	
Department Requestor	Bryant Smith, Department Director	*Balances Verified By: Tammy Eastburn*
VENDOR NUMBER:	#1-10373 #2-4163 #3-1754 #4-10372	*Date Verified: 01/22/2019*
COUNCIL APPROVED:	06/12/2018 Item 18-212 (V .2)	
Quote/Bid/Proposal No:	**RFQ-18-15-COC**	RENEWALS LEFT 2
Total # of Task Orders Issued for this Contract:	**3**	**EXPIRES: 06/21/2021**

Per Scope of Services Contractors will be given the oportunity to submit a bid and have time to respond (5-21 Days) - Tab Sheet Required

Contract Date: 06/22/2018 - 06/21/2021, Approved by Council on 6/12/18 Item V.2	FY2018	93,475.00
Contract Date: 06/22/2021 - 06/21/2022, Approved by Council on (RENEWAL)	FY2019	486,219.19
Contract Date: 06/22/2022 - 06/21/2023, Approved by Council on (RENEWAL)	FY2020	0.00
	FY2021	0.00
	FY2022	0.00
	FY2023	0.00
PO AMOUNT CURRENTLY ENCUMBERED:		**90,484.31**
PO AMOUNT CURRENTLY PAID:		**579,694.19**
TOTAL:		**670,178.50**

1) TSI Disaster Recovery — #10373

TASK NO:	TASK DETAILS	Project #	ENCUMB	PAID
		Project #	90,484	557,319
2018-01	**PO#2018-73219-36639** date 8/28/18 $590,390 Approved By City Council on 8/14/18 VI.7	ES17HI	0.00	71,100.00
	Install (2) turbidity barriers & erosion control devices per BMP plan. Remove Trees & brush in exiting riprap All mangrove tree remain. Remove sidewalk abutting existing riprap revetment. 4,000 tons of bedding stone Agenda read: $375K = FY2018 & $215,390 + Any Carry Forward = FY2019 (Did not submit Quotes)			
	FY2019 FUNDS ROLLED $536,702.50	ES17HI	90,484.31	486,219.19
	2019-CO#1 ADD $215,390 date 10/18/18 the origianl PO should have been issued for the entire contract price Council approved $590,390 and they did not issue it for that. ***(INTERNAL ERROR)***			
	Approved Contingency of 10% - CM's approval $59,039 **Contingency Balance - $ 1,625.50 Congingency Balance 01/22/2019**			
	2019-CO#2 Contractor (#1) Add $6,742.50 date 11/14/18 - CM Authorized to approve Contingency 725' of 2" gray conduit runs parallel to sidewalk that will border the shoreline			
	2019-CO#3 Contractor (#2) Add $10,670 date 11/19/18 - CM Authorizeed to approve Contingency -NET **Deduct** = #7 New Stone R-7 / 50% #10 Remove & Dispose of Rip Rap = ($275,000) **Add =** Coquina 24" / Coquina 36" / Chinking Stone + Freight = $285,670			
	2019-CO#4 Contractor (#3) Add $40,001 date XX/XX/19 - CM Authorized to approve Contingency widen entire sidewalk from 6' to 8' depth to change from 4" to 6" Includes, backfill of rock, and rip rap			

TASK NO:	TASK DETAILS		Project #	ENCUMB	PAID
2) C&D Construction		**#4163**	**Project #**	0.00	22,375.00
2018-02	**PO#2018-73224-36689** date 8/28/18 $19,875 within the CM's signing authority Remove all wood from the existing (3) finger piers at the boat ramp at Lee Wenner Park. Replace 12 cleats and bumpers (Did not submit Quotes) **CO#1 ADD $2500** date XX/XX/18 within the CM's signing authority Concrete piles on (3) docks will be prepped and repaired (will be done prior to 9/30/18)		**PWPKLW**	0.00	22,375.00
2020-03	**PO#XXXX-XXXXX-XXXXX** date XX/XX/XX $197,650 City Council Approval Required Harrison Street Box Culvert and Ditch Excavation				
3) Underwater Engineering		**#1754**	**Project #**	0.00	0.00
4) Rush Marine LLC		**#10372**	**Project #**	0.00	0.00

Legislation Details (With Text)

File #:	20-197	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	3/25/2020			**In control:**	City Council
On agenda:	4/8/2020			**Final action:**	
Title:	Consider the reappointment of Ms. Janne Etz to the Cocoa CRA through April, 2022. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Cocoa CRA Roster.pdf Intent to Reapply.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 25, 2020
Agenda Date: April 8, 2020
Prepared By: Monica Arsenault, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the reappointment of Ms. Janne Etz to the Cocoa CRA through April, 2022.

BACKGROUND:

Ms. Etz has served as a member of the Cocoa CRA since August, 2019, fulfilling the term of Ms. Janet Stewart. She has expressed a willingness to serve another four (4) year term through April, 2022.

Ms. Etz currently meets all qualifications for serving on a City board. A current board roster and her intent to reapply form is attached for Council's review.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

Consider the reappointment of Ms. Janne Etz as a member of the Cocoa CRA through April, 2022.

RECOMMENDED MOTION:

Consider the reappointment of Ms. Janne Etz to the Cocoa CRA through April, 2022.

MEMBER	ADDRESS	PHONE	APPOINTED	EXPIRES
Mayor Jake Williams, Jr.	1054 Cypress Ln. Cocoa, FL 32922	474-6789	11/18 Appointed	11/2020
District 1- Deputy Mayor Alex Goins	710 Rosa L Jones Dr., Cocoa, FL 32922	474-4923 cell	11/18 Appointed	11/2022
District 3- Councilmember Don Boisvert	285 Outer Drive Cocoa, FL 32922	633-0162 hm 403-9173 cell	06/10 Appointed	11/2020
District 4- Councilmember Lorraine Koss	2115 N. Indian River Dr. Cocoa, FL 32922	474-8445	11/18 Appointed	11/2022
District 2- Councilmember Brenda Warner	143 Circle Drive Cocoa, FL 32922	543-8018	11/12 Appointed	11/2020
Edward A. Lanni	939 N. Indian River Dr., 32922-7531 lanniedward@gmail.com	639-8915	04/18 Reappointed 04/14 Reappointed 12/11/12 Appointed Resigned to run for District 2 3/10 Reappointed 2/06 Reappointed 3/02 Reappointed 11/98 Appointed	4/2022
Janne Etz	1203 Creek Side Circle Rockledge, FL 32955 wiregems@bellsouth.net	321-632-9505 wk 321-446-0374 cell	08/19 Appointed (fulfilled Stewart's vacancy)	4/2020
Counsel: Anthony Garganese	PO Box 2873, Orlando, FL 32802-2873	866-425-9566		
RECORDING SECRETARY	Courtney Jackson	433-8490		

In response to inquiry by the Office of the City Clerk, I, Janne Etz

✓ seek reappointment

_____ do not seek reappointment

as a member of the Cocoa CRA for the City of Cocoa for a four-year term.

Sincerely,

Janne Etz

Janne Etz

Additional Comments: _____

_____

_____

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Legislation Details (With Text)

File #:	20-202	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Council Busines	
File created:	3/31/2020		**In control:**	City Council	
On agenda:	4/8/2020		**Final action:**		
Title:	Consider approving a Interim City Manager Employment Agreement with Matthew Fuhrer, effective March 17, 2020. (City Attorney)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Interim City Manager Employment Contract_Mathew Fuhrer.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 31, 2020
Agenda Date: April 8, 2020
Prepared By: Carie Shealy, MMC, City Clerk
Through: Anthony Garganese, City Attorney
Requested Action:
Consider approving an Interim City Manager Employment Agreement with Matthew Fuhrer, effective March 17, 2020.

BACKGROUND:

On March 11, 2020, City Manager John Titkanich provided a statement to City Council advising that he would not be seeking renewal of his existing contract with the City. At the Special City Council meeting held on March 17, 2020, the City Council and Mr. Titkanich came to a mutual agreement for Mr. Titkanich to sever his services with the City effective at midnight on March 17, 2020. At that meeting, the City Council appointed the Assistant City Manager, as the Interim City Manager, subject to a written agreement being approved by Council at a subsequent meeting. The Agreement memorializing the terms and conditions under which Mr. Fuhrer will serve as interim city manager was prepared by the City Attorney.

As noted in the Agreement, for purposes of continuity in the city charter position of city manager, the term of the Interim City Manager shall commence at midnight on March 17, 2020 and shall continue until terminated by either the Employer or Employee or shall automatically terminate at such date and time that the City Council makes a permanent appointment of a City Manager and the permanent City Manager commences his or her employment.

Additionally, commencing on the effective date of the Agreement, the Employee shall receive a starting salary of One Hundred Sixty Thousand Fourteen and 40/100 ($160,014.40).

Other important provisions include that the City agrees to make all required premium payments for the City's Group Health Insurance Plan of his choosing for the Employee, spouse, and dependents that is available to all City employees, and the Employer agrees to provide the Employee a car allowance of Six Hundred and No/100 Dollars ($600.00) per month in furtherance of his duties and responsibilities as City Manager.

The proposed Agreement is attached for the City Council's review and approval.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

Salary and Benefits are specified in the attached Agreement.

PREVIOUS ACTION:

At the Special City Council meeting held on March 17, 2020, the City Council approved a Mutual Separation Agreement with former City Manager John Titkanich, and appointed the Assistant City Manager, Matthew Fuhrer, to serve as the Interim City Manager subject to a written agreement to be approved by the City Council at a subsequent meeting.

RECOMMENDED MOTION:

Consider approving an Interim City Manager Employment Agreement with Matthew Fuhrer, effective March 17, 2020.

INTERIM CITY MANAGER'S
EMPLOYMENT AGREEMENT

THIS AGREEMENT, made this ____ day of April, 2020 ("Effective Date"), between the **CITY OF COCOA, FLORIDA**, a Florida municipal corporation (hereinafter referred to as the "Employer" or "City") and **MATTHEW FUHRER**(hereinafter referred to as the "Employee").

WHEREAS, Employer is a Florida municipal corporation organized and existing under the laws of the State of Florida; and

WHEREAS, prior to the effective date of this Agreement, Employee was serving as the City's Assistant City Manager; and

WHEREAS, after the mutual separation of the former City Manager effective on March 17, 2020, Employee was appointed as the Interim City Manager of Cocoa immediately upon the effective date of the former City Manager's separation and subject to the terms and conditions of this Agreement; and

WHEREAS, Employer and Employee are now desirous of establishing, in writing, the duties and responsibilities of the respective parties and memorializing the terms and conditions of employment in a written agreement to be executed by and between the parties; and

WHEREAS, the Employee has professional experience in the field of service required by this Agreement, is fully qualified to hold the position of Interim City Manager and is desirous of becoming the Interim City Manager; and

WHEREAS, the Employer has determined this Agreement to be in the best interest of the Employer.

NOW THEREFORE, in consideration of the mutual promises herein contained, it is hereby agreed as follows:

1. **Employment and Duties**. Employer employs the Employee in the capacity of Interim City Manager of Cocoa, Florida. Employee acknowledges and agrees that he is accepting employment as the Interim City Manager only as a temporary assignment and that the City Council is actively recruiting for the permanent City Manager position. However, Employee and Employer acknowledge and agree that Employee will be considered, along with any other candidates, for the permanent City Manager position at such time the City Council determines, in its sole discretion, it is in the City's best interest to appoint a qualified person to serve as the permanent City Manager. Employee shall serve at the pleasure of the City Council of Cocoa ("City Council") and may be terminated with or without cause. The Employee agrees to perform such duties as set forth in the Charter and Ordinances of the City of Cocoa, as said Ordinances and Charter may be amended from time to time, together with such other duties as may be properly and legally assigned to him from time to time by the City Council. Employee also agrees to fully and faithfully perform such duties prescribed by the laws of the State of Florida and United States of America, including regulations of other appropriate administrative agencies, relating to the City

of Cocoa and the position of City Manager. All such duties shall be performed within the time frames or deadlines imposed by law, applicable policy, rule, or established by the City Council. Absent a legally or City Council imposed deadline, the Employee shall perform his duties within a reasonable period of time and with due regard for promptness, diligence, and professionalism.

The Employee shall request of the City Council from time to time such decisions or actions of the City Council which the Employee may determine are reasonably necessary for the successful accomplishment of his duties as City Manager. And, the Employee shall assign or devote such resources and personnel including an interim assistant city manager in a manner in his judgment best serve the interest of the City of Cocoa, Florida, consistent with the policies and direction of the City Council.

2. **Performance**. The Employee agrees to devote his full working time and attention to the performance of the duties of the City Manager required hereunder. Employee shall not render any other services of a professional or business nature to any other person or organization without the Employer's prior written consent. This provision shall not include occasional teaching, presentations to professional organizations, writing, or performing functions on behalf of the Florida City and County Manager's Association and such other state and local government groups and committees thereof, provided such activities do not conflict or interfere with Employee's duties as City Manager under this Agreement.

3. **Term**.

(a) The term of this Agreement shall commence at midnight on March 17, 2020 and shall continue until terminated by either Employer or Employee as provided herein or shall automatically terminate at such date and time that the City Council makes a permanent appointment of a City Manager and the permanent City Manager commences his or her employment. At such time as a permanent City Manager other than Employee commences his or her employment or the City Council terminates the Employee as Interim City Manager, the Employee shall be entitled to return to and resume his previous position as Assistant City Manager with all benefits available to all City employees, all Employee's accrued benefits and leave balances accrued, and his time of service earned shall not lapse during the temporary assignment as Interim City Manager. The Employee's salary for Assistant City Manager shall be returned to the last salary amount prior to appointment as Interim City Manager with any salary adjustments that would have been afforded to all City employees during the term of this Agreement, including starting salary adjustments and the average merit increase provided.

(b) Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate, at its will and without cause, the services of the Employee as Interim City Manager, subject to Employee's rights to continue as Assistant City Manager for the City subject to the City's employment policies. Similarly, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign, at any time, from his position as the Interim City Manager, subject to Employee's right to continue in his capacity as Assistant City Manager subject to the City's employment policies.

4. **Compensation**. For his services to the Employer, the Employee shall be

compensated as follows:

(a) **Salary**. Commencing on the effective date of this Agreement, the Employee shall receive a starting salary of One Hundred Sixty Thousand Fourteen and 40/100 Dollars ($160,014.40), payable in installments at the same time as other employees of the Employer are paid, less appropriate deductions for employment taxes, income tax and other lawful withholdings. Employee shall not be entitled to overtime or compensatory benefits. The Employee's annual base salary may be adjusted based on the City Council's annual evaluation of Employee's performance, or by mutual agreement of the City Council and Employee. The position of Interim City Manager is an exempt position under state and federal wage and hour laws. The Employee shall not receive overtime.

5. **Other Conditions of Employment**. The Employee, on condition of his employment by the Employer, agrees to the following:

(a) **Hours of Work**. The Employee agrees that, subject to Employee's inability to work due to sickness or injury, at all times during the term of this Agreement, he will arrange to be available to perform the duties of his employment not only during the regular business hours of the Employer, but also at such other times as the Employer shall from time to time reasonably request and that he shall not be entitled to any compensation in addition to that provided for herein for services rendered by him outside of the City's regular business hours, or on Saturdays, Sundays or holidays.

(b) **Vacation, Sick Leave, Holidays and Other Benefits**. Except as expressly provided herein, all provisions of law and rules and regulations of the City relating to vacation and sick leave, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended shall apply to the Employee as they would to other employees of the City. The City shall not at any time during the terms of his service as Interim City Manager reduce the salary, compensation, or other financial benefits of Employee except to the degree of such reduction across-the-board for all employees of the City.

(c) **Health Insurance.** The City agrees to make all required premium payments for the City's Group Health Insurance Plan of his choosing for the Employee, spouse, and dependents that is available to all City employees.

(d) **Professional Association and Development**. The City hereby agrees to budget for and pay the travel and subsistence expenses of Employee for professional and official travel, meetings, conferences, training, seminars, and occasions consistent with the City's Travel Policy applicable to all City employees. The foregoing shall be subject to the needs of the City and budgetary appropriation by the City Council.

(e) **Automobile Allowance.** The Employer agrees to provide Employee a car allowance of Six Hundred and No/100 Dollars ($600.00) per month in furtherance of his duties and responsibilities as City Manager.

(f) **Other Miscellaneous.** The City Council, in consultation with the Employee, shall

fix any such other terms and conditions of employment as it may determine from time to time relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement and other applicable law.

6. **Indemnification**. Employer shall defend, indemnify and hold Employee harmless against any and all civil claims, demands, actions, suits, expenses and losses, including reasonable attorney's fees, arising out of the action or omission of Employee within the scope of his duties as Interim City Manager, except for acts or omissions exhibiting wanton or willful disregard of human rights, safety, or property or outside the scope of Employee's employment or willful misconduct of Employee ("Covered Loss"). Further, this covenant shall only apply to claims for punitive damages where such claims arose out of the good faith performance of the Employee's duties; otherwise, this covenant shall not apply to claims for punitive damages. The Employer may, at Employer's option, provide for legal representation of Employee through the City Attorney or outside counsel of its choice or may choose to reimburse the Employee for legal fees incurred as a result of a Covered Loss. The City will have the authority to compromise and settle any such claim or suit within the scope of the Employee's employment and pay the amount of any settlement or judgment rendered thereon. To the maximum extent permitted by law, the City and Employee shall rely upon the doctrine of sovereign immunity and the provisions of section 768.28, Florida Statutes, and other applicable law. This paragraph shall survive termination of this Agreement.

7. **General Provisions**.

(a) The text herein constitutes the entire Agreement between the parties, and it may not be modified except by written Agreement signed by both parties.

(b) If any provision or portion of this Agreement is found to be unenforceable, then the remainder of this Agreement shall not be affected and shall remain in full force and effect.

(c) This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

(d) This Agreement shall be interpreted and governed by the laws of Florida. Venue for any action hereunder shall be in Brevard County, Florida, or if a federal action is commenced, in the Federal Court in Orlando, Florida.

(e) Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it.

(f) The language of the City Charter relating to the position and function of the City Manager of the City of Cocoa, as may be amended from time to time, is incorporated herein by reference into this Agreement as though it were set forth in the text of this Agreement verbatim.

(g) Both parties have participated in drafting this Agreement. As such, this Agreement shall not be construed or interpreted more strictly against any one party than against any other

party.

(h) The effective date of this Agreement shall be the date first written above.

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

EMPLOYEE:

_____
MATTHEW FUHRER

STATE OF FLORIDA)
COUNTY OF BREVARD)

I HEREBY CERTIFY that on this _____day of _____, 2020, the foregoing instrument was acknowledged before me by **MATTHEW FUHRER**, by means of ☐ physical presence or ☐ online notarization.

Personally Known ☐ OR Produced Identification ☐
Type of Identification Produced: _____

(Signature of Notary Public): _____
(Print, Type, or Stamp Commissioned Name of Notary Public)

Affix Notary SEAL

EMPLOYER:

By: _____
JAKE WILLIAMS JR., Mayor

ATTEST: _____

_____
CARIE SHEALY, CITY CLERK

DATE: _____

Legislation Details (With Text)

File #:	20-186	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	3/13/2020			**In control:**	City Council
On agenda:	4/8/2020			**Final action:**	
Title:	Award Bid 20-06-COC for Local Agency Program (LAP) funded sidewalk through the Florida Department of Transportation (FDOT) to lowest and most responsive bidder, Parkit Construction, Inc. for $187,095.62. Approve a Resolution Amending the FY20 Budget and corresponding Budget Adjustment Form #20-057-A... Approve a Resolution for Construction Contingency in the amount of $8,833. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2020.pdf BAF 20-057-A -PW-Sidewalk LAP Agreement (4-8-20) Agenda 20-186.pdf Bidder Eligibility for Award and Tabulation Sheet.pdf 022720 - Parkit Construction - $187, 095.62.pdf EXECUTED 441205-1-58-01 - LAP Agreement - Cocoa - Sidewalk Project.pdf Notice of Intent_B-20-06-COC (FDOT LAP Sidewalk Improvement Project)-signed Parkit.pdf Form of Agreement_B-20-06-COC (FDOT LAP Sidewalk Improvement Project) (003) -signed Parkit.pd 040820 - Parkit Construction - Resolution Contingency.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 12, 2020
Agenda Date: April 8, 2020
Prepared By: Frank Mirabito, Project Manager
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Award Bid 20-06-COC for Local Agency Program (LAP) funded sidewalk through the Florida Department of Transportation (FDOT) to lowest and most responsive bidder, Parkit Construction, Inc. for $187,095.62. Approve a Resolution Amending the FY20 Budget and corresponding Budget Adjustment Form #20-057-A. Approve a Resolution for Construction Contingency in the amount of $8,833.

BACKGROUND:

Bid B 20-06-COC was advertised on January 27, 2020, closing on February 27, 2020. Three bids were received with Parkit Construction Inc. being the lowest and most responsive bidder.

The Federal Highway Administration is contributing $149,222 towards this project. The Space Coast

Transportation Planning Office is contributing another $46,707 towards this project for a total of $195,929 available. The surplus of $8,833 will be set aside for construction contingency.

The City, as part of its Americans with Disability Act transition plan, recognized two gapped sections of sidewalk that could qualify for federal funding. These two sections are: along the south side of Dixon Boulevard from the entrance to Byrd Plaza east to the railroad tracks, and along the west side of Forrest Avenue from just north of Grimes Street north to the intersection of Cocoa Boulevard (U.S. 1) and Forrest Avenue.

STRATEGIC PLAN CONNECTION:

This project will improve pedestrian mobility in the City of Cocoa.

BUDGETARY IMPACT:

Budgeted No
If not budgeted, is amendment/transfer attached? Yes
Budget Amendment Form # 20-057-A

Revenue:
Project # PW20SW
Amount Requested $195,929
Account Number 001-0000-331.39-11
Account Name FEDERAL GRANTS / OTHER PHYSICAL ENVIRONMENT / FHA/FDOT LAP441205-1-5801

Expense:
Project # PW20SW
Amount Requested $195,929
Account Number 001-3510-541.63-04
Account Name STREET MANAGEMENT / FDOT LAP 2020-SIDEWALKS

Purchase Order:
Project # PW20SW
Parkit Construction, Inc.
Amount Requested $187,095.62
Account Number 001-3510-541.63-04
Account Name Capital Projects - Infrastructure

Project Contingency $8,833

PREVIOUS ACTION:

Cocoa City Council Authorized the City Manager to sign the LAP agreement on October 23rd, 2019 (Agenda 19-491).

RECOMMENDED MOTION:

Award Bid 20-06-COC for Local Agency Program (LAP) funded sidewalk through the Florida Department of Transportation (FDOT) to lowest and most responsive bidder, Parkit Construction, Inc. for $187,095.62. Approve a Resolution Amending the FY20 Budget and corresponding Budget Adjustment Form #20-057-A. Approve a Resolution for Construction Contingency in the amount of $8,833.

RESOLUTION NO. 2020-132

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2020; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2019, and ending on September 30, 2020, at a Regular meeting held on September 25, 2019; and

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

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

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

SECTION 1. The 2019-2020 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 8th day of April, 2020.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2020 - 20-057-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 04/02/20

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 195,929	001-0000-331.39-11	PW20SW	FHA/FDOT LAP 441205-1-58	$ 0	$ 0	$ 195,929	$ 195,929
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 195,929	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 195,929	001-3510-541.63-04	PW20SW	FDOT LAP 2020 - Sidewalks	$ 0	$ 0	$ 195,929	$ 195,929
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 195,929	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The City, as part of its Americans with Disability Act transition plan, recognized two gapped sections of sidewalk that could qualify for federal funding. These two sections are: along the south side of Dixon Boulevard from the entrance to Byrd Plaza east to the railroad tracks, and along the west side of Forrest Avenue from just north of Grimes Street north to the intersection of Cocoa Boulevard (U.S. 1) and Forrest Avenue. Agenda 20-186

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 04/08/20 *RESOLUTION #:* 2020-132

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.

4/2/20 Lea Malarae Digitally signed by Lea Malarae Date: 2020.04.02 12:03:45 -04'00'	4/2/20 Lea Malarae Digitally signed by Lea Malarae Date: 2020.04.02 14:18:42 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
4/2/20 Bryant Smith Digitally signed by Bryant Smith Date: 2020.04.02 13:50:39 -04'00'	4/2/20 Lora Howell Digitally signed by Lora Howell Date: 2020.04.02 14:21:14 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 10/2/19 - IT

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

To: Public Works Director

From: Heath Hancher, Purchasing & Contracts Manager

Date: 02/27/20

Re: **Bidder Eligibility for Award - Bid #B-20-06-COC, FDOT LAP Sidewalk Improvements**

To recap the results of this solicitation, bids received for the subject offering were opened on February 27, 2020 3:00 p.m. Utilizing the online bidding platform, DemandStar (www.demanstar.com), the Purchasing Division sent out **918** invitations and notifications to bid, **zero 0** supplemental suppliers and received **three (03)** responses from **19** plan holders for this bid.
The following respondents listed below are certified as responsive and responsible bidders submitting all required material and immaterial contents of this solicitation and are eligible for award.

1. American Design & Construction Inc.: $315,108.28
2. Boromei Construction Inc.: $306,138.00
3. Parkit Construction Inc.: $187,095.62

It was noted during the review of respondents bids that Parkit Construction Inc. omitted workers' compensation insurance from their bid suggesting Florida Statute permits the exclusion due in part of ownership size being less than three (3) principle owners. The Purchasing Division contacted Parkit Construction Inc. requesting additional information to support their omission, which their response is attached for reference. All other respondents provided complete and thorough bids in response to this solicitation without deviation of the requirements.

Should there be any questions or additional information be required to evaluate the results of this solicitation please contact Heath Hancher, Purchasing and Contracts Division Manager, email: hhancher@cocoafl.org or phone: (321) 433-8833.

Heath Hancher – PmP, CPPM
Purchasing & Contracts Division Manager
City of Cocoa

Encls
As

CITY OF COCOA
BID TABULATION SHEET

FDOT LAP Sidewalk Improvement (Forrest Ave, Dixon Blvd)

ITB# 20-06-COC

Bid Opening: Feb 27th, 2020 - 3:00PM EST

Note: The Bid Tabulation Sheet is used to document the initial screening of bid pricing, not material contents. Results of the initial bid opening documented within this form DOES NOT constitute an award. After proper evaluation of bid packages to validate material contents an award will be determined and notice sent to the awardee via email from the Purchasing and Contracts Division.

VENDOR	Base Price	Sub-total Base Price	Alternate Price	Sub-total Alternate Price	Total Bid (Base + Alternate)
American Design & Constr.	315,108.28	315,108.28	—	—	315,108.28
Boromei Construction	306,138.00	306,138.00	—	—	306,138.00
Parkit Construction	187,095.62	187,095.62	—	—	187,095.62

Heath Hancher, PMP, CPPM
EVALUATED BY (PRINT)

H. Hancher
SIGNATURE

Purchasing & Contracts Div. Manager
TITLE

2/27/20

BID EVALUATION CHECKLIST

Parkit Construction

Bid Name/ No.	FDOT US 98 Sidewalk Improvement B-20-06-COC
Date of Evaluation	2-28-20
Evaluator	M. Hamchus

Insert		Description
Yes ☑	No ☐	Bid envelope prepared as specified
Yes ☑	No ☐	It is the bidder's responsibility prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and incorporate that information into the bid response. Is the addenda acknowledgement form attached and signed?
Yes ☑	No ☐	Submitted in Duplicate as requested one (1) Original and (1) Copy
Yes ☑	No ☐	Section 1.0 Invitation to Bidders (Form 0019)
Yes ☑	No ☐	Section 2.1 Instructions to Bidders - Checklist
Yes ☑	No ☐	Section 3.0 Scrutinized Company Certification
Yes ☐	~~Yes ☐~~	~~Section 4.0 Certification A (Debarment, suspension and other responsibility matters – Primary Covered Transactions)~~
Yes ☐	~~Yes ☐~~	~~Section 5.0 Certification B (Debarment, suspension, ineligibility and voluntary exclusions – Lower Tier Covered Transactions)~~
Yes ☑	No ☐	Section 6.0 Bidder's Certification
Yes ☑	No ☐	Section 7.0 Bid Form/Schedule of Unit Pricing
Yes ☑	No ☐	Section 8.0 Exceptions to Specifications
Yes ☑	No ☐	Section 9.0 Business References
Yes ☑	No ☐	Section 10.0 Statement of Bidders Qualifications
Yes ☑	No ☐	Section 11.0 Listing of Subcontractors
Yes ☑	No ☐	Section 12.0 Bid Bond
Yes ☑	No ☐	Section 13.0 Non-Collusion Affidavit
Yes ☑	No ☐	Section 14.0 Drug free workplace certification signed
Yes ☑	No ☐	Section 15.0 Conflict of Interest Statement
N/A ~~Yes ☐~~	~~No ☐~~	Section 16.0 Form of Agreement
Yes ☑	No ☐	Section 17.0 Corporate Principal Certificate
N/A ~~Yes ☐~~	~~No ☐~~	Section 18.0 Performance and Payment Bond
Yes ☑	No ☐	Section 19.0 Certificate of Liability
N/A ~~Yes ☐~~	~~No ☐~~	Section 20.0 Certificate of Insurance Liability
Yes ☑	No ☐	Section 21.0 Affidavit Regarding Workman's Compensation
Yes ☐	No ☐	Section 22.0 Certificate of Insurance for Workman's Compensation ?
Yes ☑	No ☐	Section 23.0 Trench Safety Act Certification
Yes ☐	No ☐	Section 24.0 Receipt and Release of Liens
N/A Yes ☐	No ☐	Section 25.0 Consent of Surety for Final Payment
Yes ☐	No ☐	Section 26.0 General Conditions – Not Applicable
Yes ☐	No ☐	Section 27.0 No Bid Response to Invitation to Bid

Evaluator Remarks:

FDOT Appendix C (Cert of Debar-)
Appendix D - Lobbying Activity
Appendix E - ~~Disclosure~~ Disclosure of Lobbying Activity
Thumb Drive

$187,085.62

* COI Workers comp. PARKIT states they are excluded under

1. Invitation to Bid

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

MAILING DATE: January 27th, 2020	BID TITLE: **Sidewalk Improvements** **Dixon Blvd. & Forrest Ave.**	BID NUMBER: B-20-06-COC

BID SUBMITTAL DATE AND TIME: **3:00pm** **February 27th, 2020**	BID OPENING TIME AND LOCATION: 3:30 p.m. Purchasing Division Office, Cocoa City Hall, 65 Stone St. Cocoa, FL 32922, Third Floor, Room 311	Bids Received After Submittal Date and Time Will Not Be Accepted.

PRE BID LOCATION: Mandatory Pre-Bid Conference, Purchasing 3rd Floor Conference Room at City Hall.	TIME 10 am	DATE: February 7, 2020

BIDDER NAME:	**Parkit Construction, Inc.**
MAILING ADDRESS:	**PO Box 120278**
CITY-STATE-ZIP:	**West Melbourne, FL 32912-0278**

EMAIL ADDRESS: **dpark1@cfl.rr.com**	TELEPHONE NO: **(321) 426-6556** FAX NO: **(321) 952-8120**

AUTHORIZED SIGNATURE (MANUAL):	TITLE: **Owner / Director**
TYPED/PRINTED NAME: **David Park**	DATE: **02/27/20**

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:

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 bid posting on Internet home page □ Read legal ad in newspaper □ Viewed through bid reporting service □ Other: (please explain)

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

c. All Invoices for purchases/services by the City shall be forwarded to the Accounts Payable Division, City of Cocoa, 65 Stone St., Cocoa, Florida 32922.

d. The Contractor is to procure all permits, licenses, insurance(s), and certificates, or any such approvals of plan or specifications as may be required by federal, state and local laws, ordinances, rules, regulations, and City Purchasing Policies for the proper execution and completion of the services under this Agreement. All City of Cocoa fees will be waived.

e. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the Purchasing Manager or his designee.

f. All disputes between the parties shall be resolved in accordance with the City of Cocoa Purchasing Polices.

2.1.20. Local Vendor Preference

NOT APPLICABLE FOR THIS BID

2.1.21. Amend Proposal Bid

A Bidder may submit an amended proposal/bid before the deadline for receipt of proposals/bids. Such amended proposal/bid must be a complete replacement for a previously submitted proposal/bid and must be clearly identified as such in the transmittal letter which must include an authorized signature and be attached to the outside of the sealed replacement proposal/bid package.

2.1.22. Public Records

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this contract, please contact the custodian of public records at main: (321) 433-8484; cshealy@cocoafl.org; City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

2.1.23. Local Vendor Preference Affidavit Local

NOT APPLICABLE FOR THIS BID

3. Scrutinized Company Certification

3.1. Florida Statutes, Sections 287.135 and 215.473

This certification is required pursuant to Florida Statutes, Sections 287.135 and 215.473 As of July 1, 2018, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of:

1. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
2. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

   I. 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 s. 215.473; or
   II. Is engaged in business operations in Cuba or Syria.

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

a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and
b. The Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; and
c. For contracts of one million dollars are more, the Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and, further, are not engaged in business operations in Cuba or Syria; and
d. If awarded the Contract, the Vendor, owners, or principals will immediately notify the City in writing if any of its company, owners, or principals: are placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engage in a boycott of Israel; or engage in business operations in Cuba or Syria.

(Authorized Signature) _____

(Printed Name and Title) **David Park Owner / Director**

(Name of Vendor) **Parkit Construction, Inc.**

Notary Public, State of

STATE OF FLORIDA

COUNTY OF Brevard

The foregoing instrument was sworn to and subscribed before me on this 27th day of Feb, 2020, by means of physical presence by the David park, owner of parkit construction, a FL corp (check one) ☐ who is personally known to me or ☒ who produced FL Drivers License as identification.

Personally Known
Or
Produced Identification

Sarah Brittor
Notary Public

Print Name: SARAH BRITTON

Sarah Brittor
State of Florida
My Commission Expires 10/25/2022
Commission No. GG 271424

My Commission expires:

This certification form must be completed and included within bid response. Failure to submit this form as instructed shall render bid submittal non-responsive.

4. Bidders Certification

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

	Parkit Construction, Inc.	**(321) 426-6556 Phone** **(321) 952-8120 Fax**
(Authorized Signature)	Name of Business	Phone & Fax Number
David Park, Owner/Director	**PO Box 120278**	**West Melbourne, FL 32912-0278**
(Printed Name and Title)	Business Mailing Address	City, State, Zip

Notary Public, State of

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was worn to and subscribed before me on this 27th day of February, 2020, by means of physical presence by David Park, owner of Parkit Construction Inc, a FL CORP (check one) □

who is personally known to me or ☒ who produced FL DL as identification.

Personally Known
Or
Produced Identification

Notary Public

Print Name: Sarah Britton

My Commission expires: 10/25/2022

Sarah Brittor
State of Florida
My Commission Expires 10/25/2022
Commission No. GG 271424

5. Checklist for Sealed Bid

5.1. Preparation of Bids

a. Bidders are expected to examine this bid form, attached drawings, specifications, if any and all instructions. Failure to do so will be at the Bidder's risk.
b. All prices and notations must be in ink or typewritten. No erasure marks permitted. Mistakes may be crossed out and corrections inserted adjacent and must be initialed and dated in ink by person signing bid. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
c. Each bidder shall furnish the information required on the Original City of Cocoa's bid forms and each accompanying sheet thereof, on which he/she makes an entry.
d. Unit price for each unit bid shall be shown. A total shall be entered in the amount column for each item bid. In case of discrepancy between a unit price and extended price, the unit prices will be presumed to be correct.
e. The official clock to be used for submitting any bid documents is located at the City Hall's lobby. Submittal time for this bid expires at **3:00 p.m.** on the date stated in these documents.

5.2. Bid Check List

Bidders are cautioned to please check their bid very carefully, using the following Checklist:

Insert	Description
Yes □	Bid envelope prepared as specified
Yes ☒	It is the bidder's responsibility to contact Onvia DemandStar (www.DemandStar.com or 1-800-711-1712) prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and incorporate that information into the bid response.
Yes □	Submitted in Duplicate as requested one (1) Original and (1) Copy
Yes ☒	Section 1.0 Invitation to Bidders (Form 0019)
Yes ☒	Section 2.1 Instructions to Bidders
Yes ☒	Section 3.0 Scrutinized Company Certification
Yes □ N/A	Section 4.0 Certification A (Debarment, suspension and other responsibility matters – Primary Covered Transactions) not in ITB Package
Yes □ N/A	Section 5.0 Certification B (Debarment, suspension, ineligibility and voluntary exclusions – Lower Tier Covered Transactions) not in ITB Package
Yes ☒	Section 6.0 Bidder's Certification ck list
Yes ☒	Section 7.0 Bid Form/Schedule of Unit Pricing
Yes ☒	Section 8.0 Exceptions to Specifications
Yes ☒	Section 9.0 Business References
Yes ☒	Section 10.0 Statement of Bidders Qualifications
Yes ☒	Section 11.0 Listing of Subcontractors
Yes ☒	Section 12.0 Bid Bond
Yes ☒	Section 13.0 Non-Collusion Affidavit
Yes ☒	Section 14.0 Drug free workplace certification signed
Yes ☒	Section 15.0 Conflict of Interest Statement

Authorized Signature

	Yes	Section 16.0 Form of Agreement
	Yes	Section 17.0 Corporate Principal Certificate
	Yes	Section 18.0 Performance and Payment Bond
	Yes	Section 19.0 Certificate of Liability 17 pg 30
	Yes	Section 20.0 Certificate of Insurance Liability
	Yes	Section 21.0 Affidavit Regarding Workman's Compensation
	Yes	Section 22.0 Certificate of Insurance for Workman's Compensation
	Yes	Section 23.0 Trench Safety Act Certification
	Yes	Section 24.0 Receipt and Release of Liens
	Yes	Section 25.0 Consent of Surety for Final Payment
	Yes	Section 26.0 General Conditions – Not Applicable
	Yes	Section 27.0 No Bid Response to Invitation to Bid

Addenda acknowledged

6. Bid Acknowledgement Form

Proposal of **Parkit Construction, Inc.**
(Name)
PO Box 120278, West Melbourne, FL 32912-0278 Phone (321) 426-6556 Fax (321) 952-8120 email dpark1@cfl.rr.com
(Address)

To furnish all materials, service, equipment, and labor required, for **Sidewalk Improvements, Dixon Blvd and Forrest Ave** 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.

+	All Other Services, Labor, Materials and Equipment	$	**Included in Bid Form Line Items**
=	TOTAL BASE BID	$	**$187,095.62**

One hundred eighty seven thousand ninety five dollars and sixty two cents Dollars
(Grand Total Written in words)

6.1. BID FORM

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of bids. Final payment for all Unit Price Bid items will be based on actual quantities, determined as provided to complete the project as indicated in the contract documents.

6.1.1. Bid Form Worksheet

Item Number	Description	Estimated Quantity	Units	Unit Price	Extended Price
101-1	MOBILIZATION	1	LS	$14,932.00	$14,932.00
102-1	MAINTENANCE OF TRAFFIC	14	DA	$586.50	$8,211.00
104-10-3	SEDIMENT BARRIER	1565	LF	$1.15	$1,799.75
107-1	LITTER REMOVAL	1	AC	$345.00	$345.00
110-1-1	CLEARING & GRUBBING	0.78	AC	$14,260.00	$11,122.80
120-1	Regular Evacation	143	CY	$12.24	$1,750.32
120-6	EMBANKMENT	111	CY	$13.63	$1,512.93
210-2	Lime rock – New Material for Reworking Base (6"h)	21	CY	$54.76	$1,149.96
327-70-6	MILLING EXIST ASPHALT PAVT, 1. ½ " AVG DEPTH	223	SY	$29.37	$6,549.51
337-7-81	Asphalt Conc FC, Traffic B, FC-12.5	166	TN	$187.05	$31,050.30
425-1351	Inlets, Curb, Type – 5, <10'	1	EA	$6,900.00	$6,900.00
430-175-118	PIPE CULV, OPT MATL, ROUND,18"S/CD	28	LF	$115.00	$3,220.00
515-1-1	Pipe Handrail – Guiderail, Steel	44	LF	$172.50	$7,590.00
520-1-10	CONCRETE CURB & GUTTER, TYPE F	209	LF	$34.50	$7,210.50
520-2-4	CONCRETE CURB, TYPE D	502	LF	$23.00	$11,546.00
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4"	736.8	SY	$46.50	$34,261.20
522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6"	83.3	SY	$51.80	$4,314.94
527-2	DETECTABLE WARNINGS - CURB RAMPS	192	SF	$32.20	$6,182.40
570-1-2	PERFORMANCE TURF, SOD	386	SY	$2.88	$1,111.68
630-2-11	CONDUIT, F&I, OPEN TRENCH	20	LF	$23.00	$460.00
630-2-12	CONDUIT, F&I, DIRECTIONAL BORE	90	LF	$42.81	$3,852.90
632-7-1	SINGLE CABLE – NEW OR RECO, FUR & INSTALL	1	PI	$2,300.00	$2,300.00
635-2-11	PULLO & SPLICE BOX, F&I, 13" x 24"	2	EA	$1,437.50	$2,875.00
646-1-40	ALUMINUM SIGNAL POLE, RELOCATE	1	EA	$1,725.00	$1,725.00
653-1-40	PEDESTRIAN SIGNAL RELOCATE	2	AS	$2,185.00	$4,370.00
665-1-40	PEDESTRIAN DIRECTOR, RELOCATE	3	EA	$345.00	$1,035.00
670-5-400	TRAF CNTL, ASSEM, MODIFY	1	AS	$2,300.00	$2,300.00
700-1-11	SIGNAL SIGN POST SIGN, F&I GM, <12 SF	3	AS	$402.50	$1,207.50
700-1-60	SINGLE SIGN POST (REMOVE)	1	AS	$230.00	$230.00
711-11-123	THERMOPLASTIC, STD, WHITE, SOLID 12"	585	LF	$2.85	$1,667.25
711-11-125	THERMO (STANDARD) (WHITE) (SOLID) (24")	262	LF	$5.97	$1,564.14
711-16-102	THERMOPLASTIC STD, WHITE SOLID 8"	0..050	GM	$5,750.00	$287.50
711-17	THERMOPLASTIC, REMOVE	24	SF	$35.94	$862.56
1050-312-04	UTILITY PIPE, PVC, F&I 4"	52	LF	$30.74	$1,598.48
			Total Bid		$187,095.62

Failure to complete the above will result in the bid being declared non-responsive.

6.2. Bidder Agreement

The undersigned also agrees as follows:

The undersigned Bidder also agrees to commence the work with an adequate force and equipment within ten (10) consecutive calendar days following receipt of Notice to Proceed/Original Purchase Order. Work should be substantially complete in forty-five(45) days with final completion in sixty (60) days from notice to proceed. Any deviation(s) in the specifications must be so indicated on form number 00311 (EXCEPTIONS TO SPECIFICATIONS/CLARIFICATIONS).

The Contractor shall procure and shall maintain the City's insurance requirement during the life of this Contract. (See Section 027 General Conditions)

The Contractor agrees to reimburse the City of Cocoa, Florida, as applicable to liquidated damages are the amounts established in the following schedule:

Original Contract Amount	Daily Charge Per Calendar Day
$50,000 and under	$1,015
Over $50,000 but less than $250,000	$1,045
$250,000 but less than $500,000	$1,170
$500,000 but less than $2,500,000	$1,690
$2,500,000 but less than $5,000,000	$2,579
$5,000,000 but less than $10,000,000	$3,756
$10,000,000 but less than $15,000,000	$4,344
$15,000,000 but less than $20,000,000	$5,574
$20,000,000 and over	$10,203 plus 0.00005 of any amount over $20 million (Round to nearest whole dollar)

Figure 1. Liquidated Damage Charges

(Authorized Signature)	**Parkit Construction, Inc.**	**(321) 426-6556 Phone** **(321) 952-8120 Fax**
David Park Owner /Director	Name of Business	Phone & Fax Number
(Printed Name and Title)	**PO Box 120278**	**West Melbourne, FL 32912-0278**
	Business Mailing Address	City, State, Zip

Notary Public, State of

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was worn to and subscribed before me on this 27th day of January, 2020, by means of physical presence by the David Park owner of Parkit Construction Elnc, a FL Corp (check one) ☐ who is personally known to me or ☑ who produced FL DL as identification.

Sarah Britton

Notary Public

Print Name: Sarah Britton

My Commission expires: 10/25/2022

Sarah Britton
State of Florida
My Commission Expires 10/25/2022
Commission No. GG 271424

Personally Known
Or
Produced Identification

7. Exceptions, Deviations or Clarifications to Specifications

Print or in legible hand writing detailed information below:

Not applicable

8. Business References

Bidder shall submit as a part of the bid package, three (3) business references. The Bidder must include name of the business, address, contact person, and telephone number. This list of references must be of similar nature and size preferably governmental/Municipalities.

Reference 1

Business Name	**City of Cocoa, Fleet Building Addition**
Address	**301 Shearer Boulevard, Cocoa, FL 32922**
Telephone Number	**321-433-8766**
Contact Person	**Mr. Tony Jones**

Reference 2

Business Name	**Barefoot Bay Recreation District**
Address	**625 Barefoot Boulevard, Barefoot Bay, FL 32976**
Telephone Number	**(772) 664-2063**
Contact Person	**Mr. Matt Goetz**

Reference 3

Business Name	**Florida Construction & Scheduling Consultants**
Address	**7512 Dr. Phillips Blvd. Suite 50-865, Orlando, FL 32819**
Telephone Number	**(407) 375-7281**
Contact Person	**Mr. Don Carlow, PSP**

Optional Reference

Business Name	**City of Cocoa LS Panel #2 Replace (Project Underway)**
Address	**351 Shearer Boulevard, Cocoa, FL 32922**
Telephone Number	**(321) 433-8793**
Contact Person	**Mr. Kevin Joseph, E.I.**

9. Statement of Bidder's Qualifications

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

a. Name of Bidder: **Parkit Construction, Inc.**

b. Permanent main office address: **1759 Huntington Lane, Unit 02-00B46**

c. When organized (Month/Year): **September / 2004**

d. If a corporation, where incorporate (State): **Florida**

e. How many years has business been engaged in the contracting business under your present firm or doing business as (DBA): **15 years**

f. Past Performance (List past contracts of similar value and work previously awarded) :

Contract Name	Contract No.	Customer	Value	Pop (Period of Performance)	Completion Date or On-Going
BBay Bldg C Env	N/A	BBRD	117,225	7/19 to 10/19	10/8/19
Fleet Building	B-16-03-COC	Cocoa	224,622.40	9/16 to 5/17	5/17/17
LSP #2	B-20-04-COC	Cocoa	148,800.00	12/19 to 6/20	ongoing
Others available upon request or checkout website:			www.parkitconstruction.com		

g. General scope of services company provides:

General Contracting in small site work building work and consulting. Principal of company has managed over 140 million dollars in construction work including well over 20 million dollars in FDOT work.

h. Has business ever failed to complete any work awarded? Yes ☐ No ☒
If yes, please specify cause and resolution:

i. Has business ever defaulted on a contract? Yes ☐ No ☒
If yes, please specify cause:

j. List major equipment as it pertains to performing on this contract:
(Specify if equipment is owned, leased, subleased or third-party provided.)

Various tools and truck. Heavy equipment to be rented on an , as needed, basis

k. Provide an example of construction work similar in type to this project.
(Briefly describe scope of work, time-line, milestones and challenges)

several over the years from managing FDOT road widening projects which included sidewalk, asphalt, road base, subbase, drainage pipe, force main, water main JPAs, mast arms, street lights, curb, traffic separator and horse creek bridge. Challenges were dealing with unforseen underground utilities, the traveling public and local area business owners being inconvenienced by constrution operations on large scale projects that take more than 1 year to complete

l. Background and experience of the principal stakeholders and project managers assigned to this project.

Name	Position	Role in Project	Background	Years' Experience
Dave Park	Owner / Director	PM	PE and CGC	26
Dawn Park	Asst PM	Asst PM	MBA	14

m. Credit available: $ **800,000 based on government contracts and cash in bank**

n. Give bank reference: **Wells Fargo**

o. Is business able to provide a detailed financial statement and furnish any other information that may be required by the City of Cocoa? Yes ☒ No ☐

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Cocoa in verification of the recitals comprising this Statement of Bidder's Qualifications.

	Parkit Construction, Inc.	**(321) 426-6556** **(321) 952-8120**
(Authorized Signature)	Name of Business	Phone & Fax Number
Owner / Director	**PO Box 120278**	**West Melbourne, FL 32912-0278**
(Printed Name and Title)	Business Mailing Address	City, State, Zip

Notary Public, State of

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was sworn to and subscribed before me on this 27th day of February, 2020, by means of physical presence by the David Park, owner of Parkit Construction, Inc., a FL CORP (check one) ☐ who is personally known to me or ☐ who produced FL DL as identification.

Sarah Britton

Notary Public

Print Name: SARAH BRITTON

My Commission expires: 10/25/2022

Personally Known
Or
Produced Identification

Sarah Britton
State of Florida
My Commission Expires 10/25/2022
Commission No. GG 271424

9.1. Listing of Subcontractors

The Bidder proposes that the following subcontractors are qualified to performed the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed the successful bidder shall not substitute subcontractors without approval from the Engineer.

Business name, address, phone, primary and alternate point of contact, email	**References**
Name: **Current Electrical Solutions**	1. **Brevard County Public Defender Elec Wor**
Address: **4484 Alfred Street**	2. **2 prior Cocoa projects J Sellers & Fleet Addition; 1 current one LSP#2**
City: **Cocoa**	
State: **Florida** zip: **32927**	
Phone: **(321) 412-3201 J. Marinelli** Primary POC: Alternate POC: **current.electrical@yahoo.com** Email:	3. **Please feel free to contact principal for more references**
Business name, address, phone, primary and alternate point of contact, email	**References**
Name: **Tuffest Concrete, Inc.**	1. **CDA Solutions 2 large projects out at PAFB**
Address: **385 Humbert Street NE**	2. **2 prior Cocoa project J Sellers & Fleet Addition; 1 current one LSP #2**
City: **Palm Bay,**	
State: **Florida** zip: **32907**	
Phone: **(321) 288-9396** Primary POC: Alternate POC: **Mr. Chris Lima** Email: **lima4079@gmail.com**	3. **Please feel free to contact principal for more references**
Business name, address, phone, primary and alternate point of contact, email	**References**
Name: **Others TBD with reasonable approval from City**	1.
Address:	2.
City:	
State: zip:	
Phone: Primary POC: Alternate POC: Email:	3.
Business name, address, phone, primary and alternate point of contact, email	**References**
Name:	1.
Address:	2.
City:	
State: zip:	
Phone: Primary POC: Alternate POC: Email:	3.

Executed in 1 counterpart

10. Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, Parkit Construction, Inc.
Full name and address or legal title of contractor
P O Box 120278, West Melbourne, FL 32912-0278 as Principal, and The Ohio Casualty Insurance Company
Full name and address or legal title of Surety 175 Berkeley Street, Boston, MA 02116 of the City of ~~COCOA~~ Boston
State of ~~FLORIDA~~ MA, a corporation existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the CITY OF COCOA hereinafter called the Obligee, in the sum of
Five Percent of Amount Bid---------- Dollars ($ ----------(5%)----------)
Lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Proposal or **Bid No B-20-06-COC**, for the performance of:

Sidewalk Improvement – Dixon Blvd. and Forrest Ave.

NOW, THEREFORE, if the Principal shall not withdraw said Bid within city ninety (90) days after the opening of the same and in the event of the acceptance of his proposal by the Owner, shall within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this 27th day of February, 2020, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Parkit Construction, Inc.

(Principal) (Seal)

(Witness)

OWNER/MGR
(Title)

P O Box 120278, West Melbourne, FL 32912
(Address)

The Ohio Casualty Insurance Company

(Surety) Lisa Roseland (Seal)

(Witness) Carmen Figueroa

Attorney-In-Fact & Florida Licensed Resident Agent
(Title)

175 Berkeley Street, Boston, MA 02116
(Address)

11. Non-Collusion Affidavit of Bidder

State of Florida

County of **Brevard** **David Park** , being first duly sworn, deposes and says that:

He / She is **Owner / Director** of **Parkit Construction, Inc.**, the Bidder that has submitted the attached Bid;

He / She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder , or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Cocoa or any person interested in the proposed Contract; and

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owner's employees, or parties in interest, including this affiant.

Notary Public, State of

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was ~~sworn~~ to and subscribed before me on this 27th day of February, 2020, by means of physical presence ~~the~~ by David Park owner of Parkit Construction Inc, a FL corp (check one) ☐ who is personally known to me or ☒ who produced Florida DL as identification.

Sarah Britton
Notary Public

Print Name: SARAH BRITTON

My Commission expires: 10/25/2022

Personally Known
Or
Produced Identification

Sarah Britton
State of Florida
My Commission Expires 10/25/2022
Commission No. GG 271424

12. Drug Free Workplace Certification

In accordance with Florida Statues 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedure for processing the bids will be followed if none of the tied vendors have a drug-free work place program. In order to have a drug-free workplace program, a business shall:

a. Publish a statement notifying employees that the unlawful manufacture, distribution, Dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

b. Inform employees about the danger of drug abuse in the workplace, the business's policy maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

d. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

e. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Parkit Construction, Inc.

(Company)

Owner / Director

(Signature & Title)

13. Conflict of Interest Statement

Before me, the undersigned authority, personally appeared, who was duly sworn, deposes, and states:

I am the **Owner/Director** of **Parkit Construction, Inc.** with a local office in **West Melbourne, Florida** and principal office in **Rockledge, Florida**.
City and State City and State

The above-named entity is submitting a Bid for the City of Cocoa described as:

City of Cocoa

Sidewalk Improvement – Dixon Blvd. and Forrest Ave.

The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge and thereof the following;

a. The Affiant states that only one submittal for the above bid is being submitted and that the above-named entity has no financial interest in other entities submitting bids for the same project.

b. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above bid. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.

c. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.

d. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

e. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Cocoa.

f. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Cocoa.

g. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Cocoa.

(Authorized Signature)	Parkit Construction, Inc. Name of Business	(321) 426-6556 Phone (321) 952-8120 Fax Phone & Fax Number
David Park, Owner / Director (Printed Name and Title)	PO Box 120278 Business Mailing Address	West Melbourne, FL 32912-0278 City, State, Zip

Notary Public, State of

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was ~~sworn~~ to and subscribed before me on this 27th day of February, 2020, by means of physical presence by the David Park, owner of Parkit Construction, Inc, a FL CORP (check one) ☐ who is personally known to me or ☒ who produced FL DL as identification.

Personally Known
Or
Produced Identification

Sarah Britton

Notary Public

Print Name: Sarah Britton

My Commission expires: 10/25/2022

Sarah Britton
State of Florida
My Commission Expires 10/25/2022
Commission No. GG 271424

15. Corporate Principal Certificate

I, David Park, certify that I am the Corporate secretary of the corporation named as Principal in the within Bid Bond; that David Park who signed the said Bid Bond on behalf of the Principal was then OWNER/DIRECTOR of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

Corporate Secretary

Signature Title

Notary Public, State of

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was sworn to and subscribed before me on this 27th day of January, 2021, by means of physical presence by the David Park owner of Park Construction Inc, a FL Corp (check one) ☐ who is personally known to me or ☑ who produced FL DL as identification.

Sarah Britton

Notary Public

Print Name: Sarah Britton

My Commission expires: 10/25/2022

Personally Known
Or
Produced Identification

Sarah Britton
State of Florida
My Commission Expires 10/25/2022
Commission No. GG 271424

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8202486-979598**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Teresa L. Durham; Lisa Roseland; Cheryl Foley; Kim E. Niv; Sarah K. O'Linn; Robert P. O'Linn; Susan L. Reich; Jeffrey W. Reich; Gloria A. Richards

all of the city of Maitland state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of November, 2019.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 4th day of November, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of February, 2020.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

17. Certificate of Liability Insurance

Insert your business' current liability insurance certificate.

PARC002 OP ID: MC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/31/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER J.W. Edens & Company Commercial Ins of Brevard, Inc 325 Fifth Avenue, Suite 108 Indialantic, FL 32903 Phillip Lane	CONTACT NAME: Phillip Lane PHONE (A/C, No, Ext): 321-725-7000 FAX (A/C, No): 321-725-7856 E-MAIL ADDRESS:
INSURED Parkit Construction, Inc. PO Box 120278 West Melbourne, FL 32912-0278	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Southern Owners Insurance Co. 10190 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X		72318591	04/08/2016	04/08/2017	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Cocoa is Additional Insured regarding General Liability with respect to operations performed by named insured when required by contract or agreement.

CERTIFICATE HOLDER

CITYCO2

City of Cocoa
65 Stone Street
Cocoa, FL 32922

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Phillip Lane

© 1988-2014 ACORD CORPORATION. All rights reserved.

18. Affidavit Regarding Workmen's Compensation

(Authorized Signature)	Parkit Construction, Inc. Name of Business	(321) 426-6556 Phone (321) 952-8120 Fax Phone & Fax Number
Davi d Park, Owner / Director (Printed Name and Title)	PO Box 120278 Business Mailing Address	West Melbourne, FL 32912-0278 City, State, Zip

David Park being duly sworn according to law, deposes and says (it, he they) has accepted the Workmen's Compensation laws of the State of Florida, with its supplements and amendments and its insured (its, his, their) liability thereunder in accordance with the terms of said Laws with the Parkit Construction, Inc. Company, under the terms of Policy No. N/A for a period from N/A, 20 N/A to N/A, 20 N/A.

Notary Public, State of

STATE OF Florida

COUNTY OF Brevard

N/A Workers Compensation exemptions
No employees only owners with allowable exemptions per Florida Statutes

The foregoing instrument was sworn to and subscribed before me on this 27th day of February, 2020, by means of physical presence by the David Park owner of Parkit Construction Clnc, a fl Corp (check one) ☐ who is personally known to me or ☐ who produced fl DL as identification.

Sarah Britton

Notary Public

Print Name: SARAH BRITTON

My Commission expires: 10/25/2022

Personally Known
Or
Produced Identification

Sarah Britton
State of Florida
My Commission Expires 10/25/2022
Commission No. GG 271424

19. Certificate of Insurance for Workmen's Compensation

N/A Workers compensation exemptions in accordance with florida statutes
No employees only owners allowed by the Statutes

This is to certify that _____,

Company has issued to _____,

of the City of _____, State of _____,

the following policy or polices: Workmen's Compensation and Employer's Liability

Policy No. _____ effective on _____, 20 ____.

re _____ Policy No. _____

effective on _____, 20____ and expiring on _____

_____ 20___ re _____ limits _____

_____.

If at any time this coverage is to be cancelled, the undersigned will notify the insured and the City of Cocoa, Purchasing Department in writing thirty (30) days prior to cancellation of policy.

(This certificate must be made by a duly authorized official of the Insurance Company carrying the risk, or a separate certificate of similar context executed on Insurance Company's Standard Form may be attached hereto.)

Notary Public, State of

STATE OF _____

COUNTY OF _____

The foregoing instrument was worn to and subscribed before me on this _____ day of _____, 20___, by _____ the _____ of _____, a _____ (check one) □ who is personally known to me or □ who produced _____ as identification.

Personally Known
Or
Produced Identification

_____

Notary Public

Print Name:_____

My Commission expires:

20. Section 1K – Florida Trench Safety Act

(Certification and Discharge Statement Mandatory)

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The bidder further identifies the costs to be summarized below.

	Item	Trench Safety Measure Description	Unit of Measure	Unit	Unit Cost	Extended Cost
A	1	Slope Back	1	LS	$850	$850
B	2	Trench Box	1	LS	$1,000	$1,000
C						
D						

These units, costs, and the unit prices inferred shall be disclosed solely for the purpose of compliance with the procedural requirements of the Florida Trench Safety Act.

This amount disclosed as the cost of compliance with the applicable trench safety requirement does not constitute the extent of the Contractor's obligation to comply with said standards. Contractor shall expend additional sums, at no additional cost to the OWNER (except as may otherwise be provided), which are necessary to so comply.

Acceptance of the bid to which this certification and disclosure applies in no way represents that the OWNER or its representatives have evaluated and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the bidder, as Contractor, of its sole responsibility to comply with the applicable trench safety requirements.

Parkit Construction, Inc.
Name of Firm

Authorized Signature

Date: **02/27/20**

This document shall be submitted with the Bid packet. Failure to complete the above may result in the bid being declared non-responsive.

Appendix C: Cert. Debarment, Suspension, Ineligibility and Voluntary Exclusion

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-32
PROCUREMENT
11/15

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: **Parkit Construction, Inc.**

By: **Dave Park**

Date: **02/27/2020**

Title: **Owner / Director**

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)
a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. 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.

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. 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.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. 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 participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e 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 with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Appendix D: Cert. for Disclosure of Lobbying Activities on Federal Aid Contracts

375-030-33
PROCUREMENT
10/01

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

By: Dana Pyle Date: 2/27/20 Authorized Signature

Title: **Owner / Director**

Appendix E: Disclosure of Lobbying Activities

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?
YES ☐ NO ☒
If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For Material Change Only:** Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, *if known*: _____ _____ _____ Congressional District, *if known*: 4c _____		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, *if known*: _____
6. Federal Department/Agency: _____ _____		**7. Federal Program Name/Description:** _____ _____ CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*: _____		**9. Award Amount,** *if known*: $ _____
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*): _____ _____ _____		**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*): _____ _____ _____
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

Addendum Receipt Acknowledgement Certification

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. 1 and 1A Plans Dated: 2/19/2020

Addendum No. 2 and 2A Dated: 2/19/2020

Addendum No. 3 Dated: 2/26/2020

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in herein, is truthful and correct at the time of submission.

Bid/Proposer Contractor Name: Parkit Construction, Inc.

Mailing Address: PO Box 120278, West Melbourne, FL 32912-0278

Telephone Number: (321) 426-6556 Fax Number: (321) 952-8120 E-mail Address: dpark1@cfl.rr.com

	David Park	FEIN: 51-0524759
Authorized Signatory	Printed Name	
Owner / Director	2/27/20	
Title	Date	

Failure to complete the above will result in the bid/proposal being declared non-responsive.

DocuSign Envelope ID: F886A842-67DA-450E-9685-7AA4AE2FE42E

LOCAL AGENCY PROGRAM AGREEMENT

FPN: 441205-1-58-01	FPN:	FPN:
Federal No (FAIN): D519 055 B	Federal No (FAIN):	Federal No (FAIN):
Federal Award Date: 12/18/2019	Federal Award Date:	Federal Award Date:
Fund: SA / SU	Fund:	Fund:
Org Code: 55054010508	Org Code:	Org Code:
FLAIR Approp: 088717	FLAIR Approp:	FLAIR Approp:
FLAIR Obj: 780000	FLAIR Obj:	FLAIR Obj:

County No: 70 Contract No: G1I13
Recipient Vendor No: F596000292009 Recipient DUNS No: 07-919-5608
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on 1/5/2020 | 4:06 PM EST, by and between the State of Florida Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and the City of Cocoa ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the Construction of the City of Cocoa Sidewalk Project along Dixon Boulevard and Forrest Avenue, as further described in **Exhibit "A",** Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Recipient agrees to complete the Project on or before September 30, 2020. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

   a. The estimated cost of the Project is $ 195,929.00 (One Hundred Ninety-Five Thousand, Nine Hundred Twenty-Nine Dollars and No/100). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $195,929.00 (One Hundred Ninety-Five Thousand, Nine Hundred Twenty-Nine Dollars and No/100) and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

   c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

DocuSign Envelope ID: F886A842-67DA-450E-9685-7AA4AE2FE42E

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.

b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F",** Contract Payment Requirements.

e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels,

DocuSign Envelope ID: F886A842-67DA-450E-9685-7AA4AE2FE42E

deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient 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.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. 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 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 Recipient'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.

i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.

j. 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 Recipient 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.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. 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 Recipient, in writing, when funds are available.

DocuSign Envelope ID: F886A842-67DA-450E-9685-7AA4AE2FE42E

m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, 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 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 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or

e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

DocuSign Envelope ID: F886A842-67DA-450E-9685-7AA4AE2FE42E

i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.

b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.

c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I",** State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.

f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account

DocuSign Envelope ID: F886A842-67DA-450E-9685-7AA4AE2FE42E

of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.

b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "E"** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

DocuSign Envelope ID: F886A842-67DA-450E-9685-7AA4AE2FE42E

iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).

iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

DocuSign Envelope ID: F886A842-67DA-450E-9685-7AA4AE2FE42E

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G",** FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

DocuSign Envelope ID: F886A842-67DA-450E-9685-7AA4AE2FE42E

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient 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. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.

b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C",** Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.

c. 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,

DocuSign Envelope ID: F886A842-67DA-450E-9685-7AA4AE2FE42E

Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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.

e. 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 Recipient.

f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

DocuSign Envelope ID: F886A842-67DA-450E-9685-7AA4AE2FE42E

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air

DocuSign Envelope ID: F886A842-67DA-450E-9685-7AA4AE2FE42E

Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient 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 Recipient 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.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient’s facility, adequate title is in the Recipient’s name, and the Project is accepted by the Recipient as suitable for the intended purpose.

j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

DocuSign Envelope ID: F886A842-67DA-450E-9685-7AA4AE2FE42E

k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

m. The Recipient shall:

i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and

ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

n. 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.

o. 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.

p. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

a. **Exhibits "A"**, **"B"**, **"C", "D"**, **"E"** and **"F"** are attached to and incorporated into this Agreement.

b. ☒ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.

c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.

d. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

f. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L",** Landscape Maintenance, is attached and incorporated into this Agreement.

g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.

h. ☒ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.

DocuSign Envelope ID: F886A842-67DA-450E-9685-7AA4AE2FE42E

i. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: N/A.

k. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
Exhibit C: Title VI Assurances
Exhibit D: Recipient Resolution
Exhibit E: Federal Financial Assistance (Single Audit Act)
Exhibit F: Contract Payment Requirements
* Exhibit G: FHWA Form 1273
* Exhibit H: Alternative Advance Payment Financial Provisions
* Exhibit I: State Funds Addendum
* Exhibit J: State Financial Assistance (Florida Single Audit Act)
* Exhibit K: Advance Project Reimbursement
* Exhibit L: Landscape Maintenance
* Exhibit M: Roadway Lighting Maintenance
* Exhibit N: Traffic Signal Maintenance
* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s): N/A.

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

DocuSign Envelope ID: F886A842-67DA-450E-9685-7AA4AE2FE42E

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

RECIPIENT CITY OF COCOA

By: _____

Name: John A. Titkanich Jr.

Title: City Manager

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

DocuSigned by:

By: _____

1EBD7ED7E3824B5...

Name: Loreen C. Bobo, P.E.

Title: Director of Transportation Development

Legal Review:

DocuSigned by:

Daniel McDermott

585E81E26BBA45C...

DocuSign Envelope ID: F886A842-67DA-450E-9685-7AA4AE2FE42E

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 441205-1-58-01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

the City of Cocoa (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: See Project Description Below.

PROJECT DESCRIPTION:

This sidewalk project is with the City of Cocoa and is located along Dixon Boulevard and Forrest Avenue. The total project length is approximately 0.314 miles (1,658 feet). The sidewalk will be in sections along the south side of Dixon Boulevard from the Byrd Plaza entrance to approximately 100 feet before the Florida East Coast Railway crossing, about 511 feet and along the west side of Forrest Avenue from 300 feet north of Grimes Street and end just before US 1 (State Road 5), about 1,147 feet.

Project scope includes: installation of 5 to 6 foot wide sidewalk (4-inch thick, 2,500 psi); mill and resurface nine crosswalk areas; drainage modifications to include one curb inlet, minor pipe installation, and grading swales; curb and gutter (with lime rock underneath); installation of pedestrian railing; installation of detectable warning surfaces; signage; and thermoplastic striping. On Dixon Boulevard at the Byrd Plaza entrance, the pedestrian signals on the east side of the intersection with be modified. In addition, mobilization, maintenance of traffic (MOT), erosion control, clearing and grubbing, excavation/embankment, and sodding are also included as part of this project.

Utility coordination has occurred. It will be the contractor's responsibility to coordinate during the construction phase. A permit was not required for this project. The City of Cocoa shall construct the project within the limits of the existing right of way. Also, all pedestrian facilities shall adhere to current ADA standards.

SPECIAL CONSIDERATIONS BY RECIPIENT:

Based on the Recipient's Moderate financial risk level, this project requires submission and review of the "Project Monitoring Status Report," invoices and supporting documentation on a quarterly basis. Required documents should be submitted via email to D5-ConstructionSpecialProjects@dot.state.fl.us.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Construction contract to be let (Bid Opening) by January 17, 2020.
b) Construction Duration of 60 days.
c) Construction to be completed (Final Acceptance) by May 15, 2020.

DocuSign Envelope ID: F886A842-67DA-450E-9685-7AA4AE2FE42E

EXHIBIT “A”

PROJECT DESCRIPTION AND RESPONSIBILITIES

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Invoice payments will be made on a pro-rata basis as a percentage of the federal funding amount compared to the actual award amount. Any contract changes/claims which result in federal aid ineligible cost and/or time will be the sole responsibility of the Agency. Such changes may include, but are not limited to, premium costs due to Design or CEI errors or omissions, repairing items that had not been properly maintained, additional contract time and/or costs occurring from utility delays, differing site conditions or other unforeseen conditions.

In the event the Project costs exceed the cost included in Exhibit "B", Schedule of Financial Assistance, the RECIPIENT will be solely responsible to provide the additional funds that are necessary to complete the Project.

The project funding may be reduced to an amount equal to the award amount and/or the actual contract costs.

CEI services for this project are being provided through the District's Continuing Services CEI contract (CSC). Federal funds in the amount of $29,548.00, representing the negotiated CEI contract amount, have been programmed on the project (Phase 62). Should costs for federally eligible items exceed the programmed amount and additional federal funding is not available, the RECIPIENT will be solely responsible to provide the additional funds that are necessary to complete the Project. Federal funds utilized on the District CSC are not subject to Exhibit "E" - Federal Financial Assistance (Single Audit Act). The RECIPIENT will be solely responsible for CEI costs for federally ineligible items that require CEI services.

The remainder of this page intentionally left blank.

DocuSign Envelope ID: F886A842-67DA-450E-9685-7AA4AE2FE42E

EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER: 441205-1-58-01
City of Cocoa 65 Stone Street Cocoa, Florida 32922	

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total Design Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction- Phase 58				
FY: 2019-2020 (LAP)	$ 195,929.00	$ 0.00	$ 0.00	$ 195,929.00
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total Construction Cost	$ 195,929.00	$ 0.00	$ 0.00	$ 195,929.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total CEI Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
(Insert Phase)				
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total Phase Costs	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL COST OF THE PROJECT	$ 195,929.00	$ 0.00	$ 0.00	$ 195,929.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Amir Asgarinik
District Grant Manager Name

DocuSigned by:
Amir Asgarinik
15CA2F83BEE949E...
Signature

1/3/2020 | 1:43 PM EST
Date

DocuSign Envelope ID: F886A842-67DA-450E-9685-7AA4AE2FE42E

Exhibit "C"
TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS),*** which are herein incorporated by reference and made a part of this contract.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) **Information and Reports:** The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

DocuSign Envelope ID: F886A842-67DA-450E-9685-7AA4AE2FE42E

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the ***REGULATIONS,*** or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DocuSign Envelope ID: F886A842-67DA-450E-9685-7AA4AE2FE42E

EXHIBIT "D"

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

DocuSign Envelope ID: F886A842-67DA-450E-9685-7AA4AE2FE42E

RESOLUTION NO. 2019-096

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE LOCAL AGENCY PROGRAM AGREEMENT FOR SIDEWALK IMPROVEMENTS TO DIXON BLVD AND FORREST AVE; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation and the City of Cocoa desire to facilitate the sidewalk improvements on Dixon Blvd and Forrest Ave; and

WHEREAS, the State of Florida Department of Transportation has requested the City of Cocoa to execute and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the aforementioned project; FPN 441205-1-58-01.

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

Section 1. The City Council authorizes the City Manager to make, execute and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the Sidewalk Improvements on Dixon Blvd, and Forrest Ave, FPN 441205-1-58-01.

Section 2. All resolution or parts of resolutions in conflict herewith are repealed to the extent of the conflict.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 23rd day of October, 2019.

Jake Williams, Jr., Mayor

ATTEST:

Carie Shealy, MMC, City Clerk

DocuSign Envelope ID: F886A842-67DA-450E-9685-7AA4AE2FE42E

Legislation Details (With Text)

File #:	19-491	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	10/8/2019			**In control:**	City Council
On agenda:	10/23/2019			**Final action:**	
Title:	Authorize the City Manager to sign Local Agency Program Agreement with Florida Department of Transportation. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	1. LAP Agreement Resolution.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 8, 2019
Agenda Date: October 23, 2019
Prepared By: Frank Mirabito, Project Manager
Through: Everett J. Wegerif, P.E., Public Works Director, City Engineer
Requested Action:
Authorize the City Manager to execute the Florida Department of Transportation (FDOT) Local Agency Program (LAP) funding agreement for sidewalk improvements along Dixon Boulevard and Forrest Avenue.

BACKGROUND:

As part of the City of Cocoa's Americans with Disabilities Act (ADA) Transition Plan, the City identifies gaps in sidewalks citywide eligible for improvements, including updated ADA access. Two areas: Dixon Boulevard in front of Byrd Plaza, and on the west side of Forrest Avenue from U.S. 1 to just north of Grimes Street were identified as gaps that qualify for improvements. Left over Federal Highway funding through the LAP agreement will provide for their construction and improvement. This project is currently estimated to cost $190,771.93 for construction. An additional $30,000 has been set aside from FDOT for compliance monitoring for a grand total of $220,771.93. FDOT is funding $179,222 and the Space Coast TPO will fund the remaining $41,549.93.

STRATEGIC PLAN CONNECTION:

This project advances the City's ADA transition plan in providing additional ADA sidewalks with related ramps for citizen use. It also closes gaps in sidewalks providing safer pedestrian access.

powered by Legistar™

DocuSign Envelope ID: F886A842-67DA-450E-9685-7AA4AE2FE42E

BUDGETARY IMPACT:

There is no immediate budgetary impact. The Bid Award recommendation and construction contract will be presented for Council action after the bidding process has been completed.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Authorize the City Manager to execute the Florida Department of Transportation (FDOT) Local Agency Program (LAP) funding agreement for sidewalk improvements along Dixon Boulevard and Forrest Avenue.

powered by Legistar™

DocuSign Envelope ID: F886A842-67DA-450E-9685-7AA4AE2FE42E

EXHIBIT "E"

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.:	20.205
CFDA Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site:	**https://www.cfda.gov/**
Award Amount:	**$195,929.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	No
Indirect Cost Rate:	N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

DocuSign Envelope ID: F886A842-67DA-450E-9685-7AA4AE2FE42E

EXHIBIT "F"

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges:Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs:If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.

DocuSign Envelope ID: F886A842-67DA-450E-9685-7AA4AE2FE42E

EXHIBIT "G"

FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE WITH FHWA 1273.

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address: http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

DocuSign Envelope ID: F886A842-67DA-450E-9685-7AA4AE2FE42E

EXHIBIT "N"

TRAFFIC SIGNAL MAINTENANCE

Paragraph 16. is modified to include the following provisions:

1. When the District Traffic Operations Engineer of the Department has served a request order on the Recipient, and the designated officer of the Recipient has favorably acknowledged the request order, the Recipient shall undertake the responsibilities to maintain and operate existing or new traffic signals and signal systems mentioned in the request order.

2. The proposed functional design and operation of new traffic signals and signal systems shall be reviewed by the Recipient in conjunction with the Department prior to installation. Such design and operation will be as energy efficient as possible.

3. The installation of signals or signal systems shall not endanger highway travel and shall be conducted in accordance with Part VI of the Manual on Uniform Traffic Control Devices (MUTCD), as amended, and with all applicable Department standards, specifications and plans governing traffic control for street and highway construction and maintenance.

4. The Recipient shall be responsible for the maintenance and continuous operation of the traffic signals and signal systems (central computer, cameras, message signs, and communications interconnect), school zone traffic control devices, intersection flashing beacons, illuminated street sign names, and the payment of electricity and electrical charges incurred in connection with the operation of such traffic signals and signal systems upon completion of their installation. In the case of construction contracts, the Recipient shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the traffic signals and signal systems, and shall undertake the maintenance and continuous operation of said traffic signals and signal systems upon final acceptance of the installation by the Department. Repair or replacement and other responsibilities of the installation contractor and the Department, during the burn-in period between conditional and final acceptance, are contained in the most recent Department's Standard Specifications for Road and Bridge Construction.

5. The Recipient shall maintain and operate the traffic signals and signal systems in a manner that will ensure safe and efficient movement of highway traffic and that agree with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the MUTCD, as amended. The Recipient's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service, and routine repairs), and emergency maintenance (troubleshooting in the event of equipment malfunction, failure or damage). The Recipient shall record its maintenance activities in a traffic signal maintenance log which shall contain, as a minimum, traffic signal log details recommended by the IMSA.

6. The Recipient may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is the same age or newer and is capable of performing the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to the Recipient.

7. The Recipient shall set and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications or special provisions. The Recipient may make modifications in phasing of traffic signals and signal systems to accommodate changing needs of traffic provided prior written approval is obtained from the Department. Department approval shall be contingent upon an engineering report prepared by or for the Recipient in accordance with Section 1A.09, "Engineering Study and Engineering Judgment", of the MUTCD recommending such changes and signed and sealed by a qualified Professional Engineer licensed in the State of Florida. The Recipient may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer. The Recipient shall send a signed and sealed copy of the timings to the Department immediately after installation. The Department reserves the right to examine equipment, timing, and phasing at any time and, after consultation with the Recipient, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by the Recipient.

DocuSign Envelope ID: F886A842-67DA-450E-9685-7AA4AE2FE42E

8. The Recipient shall note in the maintenance log any timing and/or phasing changes and keep a copy of the timings and any approval documentation in a file.

9. The Recipient may enter into agreements with other parties pertaining to traffic signals and signal systems including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems on the State Highway System provided that such agreements are consistent with the mutual covenants contained in this Exhibit. The Recipient shall furnish a copy of such agreements to the Department.

10. This Exhibit shall remain in force during the life of the originally installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto until superseded by a Traffic Signal Maintenance and Compensation Agreement between the Department and the Recipient.

DocuSign Envelope ID: F886A842-67DA-450E-9685-7AA4AE2FE42E

To: Precious.Johnson@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

G1I13

12/30/2019

CONTRACT INFORMATION

Contract:	G1I13
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)
Vendor Name:	COCOA, CITY OF
Vendor ID:	F596000292009
Beginning Date of This Agreement:	01/03/2020
Ending Date of This Agreement:	09/30/2020
Contract Total/Budgetary Ceiling:	ct = $195,929.00
Description:	Construction of the City of Cocoa Sidewalk Project along Dixon Boulevard and Forrest Avenue

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 12/30/2019

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55054010508
Expansion Option:	AF
Object Code:	780000
Amount:	$195,929.00
Financial Project:	44120515801
Work Activity (FCT):	215
CFDA:	20.205
Fiscal Year:	2020
Budget Entity:	55150200
Category/Category Year:	088717/20
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: $195,929.00

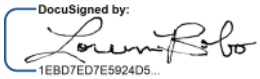
Certificate Of Completion

Envelope Id: F886A84267DA450E96857AA4AE2FE42E
Status: Completed
Subject: Please DocuSign: 441205-1-58-01 (G1I13) - LAP Agreement - City of Cocoa - Sidewalk Project
Contract Number (ex. C9A12, optional): G1I13
Document Contains Confidential Information?: No
Fin Proj Num (ex.123456-1-32-01, Optional): 441205-1-58-01
Office (contact Procurement if add is needed):
Local Programs
Source Envelope:
Document Pages: 30
Signatures: 3
Certificate Pages: 2
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Precious Johnson
605 Suwannee Street
MS 20
Tallahassee, FL 32399-0450
Precious.Johnson@dot.state.fl.us
IP Address: 156.75.252.6

Record Tracking

Status: Original
1/2/2020 4:45:41 PM
Holder: Precious Johnson
Precious.Johnson@dot.state.fl.us
Location: DocuSign

Signer Events	Signature	Timestamp
Amir Asgarinik Amir.Asgarinik@dot.state.fl.us Scope Development Manager Florida Department of Transportation Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Amir Asgarinik 45CA2F85BEE949E... Signature Adoption: Pre-selected Style Using IP Address: 156.75.252.6	Sent: 1/2/2020 4:55:32 PM Viewed: 1/3/2020 1:43:28 PM Signed: 1/3/2020 1:43:36 PM
Daniel McDermott Daniel.McDermott@dot.state.fl.us Senior Attorney FL DOT Signing Group: D5 General Law Legal Group Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Daniel McDermott 585E81E26BBA45C... Signature Adoption: Pre-selected Style Using IP Address: 156.75.252.6	Sent: 1/3/2020 1:43:38 PM Viewed: 1/3/2020 3:26:56 PM Signed: 1/3/2020 3:29:16 PM
Loreen Bobo loreen.bobo@dot.state.fl.us District 5 Director of Transportation Development Florida Department of Transportation Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by:  1EBD7ED7E5924D5... Signature Adoption: Drawn on Device Using IP Address: 156.75.252.6	Sent: 1/3/2020 3:29:19 PM Viewed: 1/5/2020 4:06:13 PM Signed: 1/5/2020 4:06:19 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Kim Kipp kim.kipp@dot.state.fl.us Florida Department of Transportation Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 1/3/2020 1:43:39 PM
Linda Lee linda.lee@dot.state.fl.us FDOT Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 1/3/2020 1:43:39 PM
Lisa Buscher lisa.buscher@dot.state.fl.us Holly Lopenski holly.lopenski@dot.state.fl.us Allison Godwin allison.godwin@dot.state.fl.us Teresa Hutson Teresa.Hutson@dot.state.fl.us Precious Johnson Precious.Johnson@dot.state.fl.us Local Program Coordinator Florida Department of Transportation Signing Group: D5 Local Government Agreements Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 1/5/2020 4:06:21 PM Resent: 1/5/2020 4:06:29 PM Viewed: 1/6/2020 2:48:20 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/5/2020 4:06:22 PM
Certified Delivered	Security Checked	1/5/2020 4:06:22 PM
Signing Complete	Security Checked	1/5/2020 4:06:22 PM
Completed	Security Checked	1/5/2020 4:06:22 PM

Payment Events	Status	Timestamps

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

NOTIFICATION OF INTENT

Department: **Public Works**	Division:
Bid / RFP / RFQ #: **B-20-06-COC** **FDOT LAP Sidewalk Improvements**	Project #
Intent to award to: **Recommended: Parkit Construction Inc.**	Scope of Work or Services: **Dixon Blvd and Forrest Ave Sidewalk Improvements**
Address / City / State / Zip: PO Box 120278 West Melbourne, FL 32912-0278	Phone / Fax #'s: **Phone: 321-426-6556** **Fax: 321-952-8120**
Purchase / Contract Amount: **$187, 095.62 (Base Price / No Alternates Quoted)** **Note: Section 1K – Florida Trench Safety Act estimate quoted totals: $1,850.00**	Date of Intended Award: **TBD – Pending approval by City Council 4/8/20**
Date of Vendor Acknowledgement: **03/27/2020**	Date of City Council Approval:
Title / Position (Print) **Dave Park, P.E., C.G.C.** **Owner / Director**	Purchasing / Contracts Division Manager (Print or Stamp): Heath Hancher, Pmp, CPPM
Signature: 	Signature:

Please complete the information required above.

Return the Notification of Award to Purchasing & Contracts Division when completed.

Thank you for your cooperation

FORM OF AGREEMENT

This Agreement made and entered into on the **20th** day of **March**, **2020** by and between **Parkit Construction Inc.**, authorized and duly licensed to do business in the State of Florida, hereinafter called the Contractor, with an address of **PO Box 10278 W. Melbourne, FL 32912-0278** and the City of Cocoa, a municipal corporation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the City, with an address of 65 Stone Street, Cocoa, Florida 32922.

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

14.1. Scope of Work – Article I

The Contractor shall furnish all labor, supervision, equipment, 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. A detailed Project Schedule is provided in Appendix B and Specifications Package is provided in Appendix C as the base point of reference for this project requirement.

14.2. Commencement and Completion of Work - Article II

The Contractor will be required to commence work under this contract within 10 calendar days after the date of receipt by him of Notice to Proceed or Purchase Order, and substantially complete the work within 45 days and totally complete all work in its entirety within 60 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, reference paragraph 7.2 Bidder Agreement, Figure 1. Liquidated Damage Charges Table. All provisions regarding Contract Time are essential to the performance of this Contract. The parties acknowledge that the Contract Time provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

14.3. The Contract Sum - Article III

The City will pay the Contractor for performance of the contract, subject to additions and deductions provided therein, in current funds as follows:

One Hundred Eighty-Seven Thousand Ninety-Five Dollars Sixty-Two Cents	**$187,095.62**
(Written in Words)	**(Figures)**

Contractor agrees to accept the Contract Price as full compensation for performing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents.
The Contractor acknowledges that Contractor studied, considered, and included in Contractor 's Total Bid all costs of any nature relating to: (1) performance of the Work under Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, 37

subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents. The Contractor acknowledges that performance of the Work will involve significant Work adjacent to, above, and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations, and relocations (temporary and permanent) by Contractor.

(1) In addition to the acknowledgments previously made, the Contractor acknowledges that the Contractor 's Total Bid (original Contract Price) specifically considered and relied upon Contractor 's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.

(2) The Contractor acknowledges that Contractor 's Total Bid (original Contract Price) considered and included all of Contractor 's costs relating to Contractor 's responsibilities to coordinate and sequence the Work of the Contractor with the work of the City, if any, with its own forces, the work of other contractors, if any, and the work of others at the Project site.
Payments will be made to the Contractor for actual quantities installed on the basis of the Schedule of

Unit Prices included as a part of the Bid, which shall be as fully a part of the Contract as if attached or repeated herein. Where the Contract Documents provide for Unit Price Work, the Contract Price stated in the Agreement will include for all Unit Price Work an amount equal to the sum of the Unit Prices for each item of Unit Price Work times the estimated quantity of each item as indicated in the Contract Documents. Each Unit Price will be deemed to include an amount considered by Contractor to be adequate to cover all costs, including supplemental and administrative costs, and profit.

14.4. The Contract Documents – Article V

The Notice to Contractors, Instructions to Bidders, General Conditions, Special Conditions, Specifications, Proposal, Agreement, Performance/Payment Bond, and Drawings form the contract and they are as fully as part of this contract as if the same were hereto attached or herein repeated. In case of any inconsistency in any of the documents bearing on the Agreement between the City and the Contractor, the inconsistency shall be resolved by giving precedence in the following order:

a. Agreement Exhibits and Addenda

b. Change Orders

c. Supplemental Terms and Conditions

d. General Terms and Conditions

e. Engineering Plans and Drawings

f. Contractor’s Bid Submittal

g. [OTHER]

At its discretion, during the course of the work, should any errors, ambiguities, or discrepancies be found in the Contract Documents, the City at its sole discretion will interpret the intent of the

Contract Documents and the Contractor hereby agrees to abide by the City's interpretation and agrees to carry out the work in accordance with the decision of the City.

14.5. Liability Insurance – Article VI

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:
It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa and the State of Florida, Department of Transportation (FDOT), be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

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

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

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE**:**
Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun. 39

FORM OF AGREEMENT

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

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:
It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.
It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.
However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

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

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:
For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting

the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

14.6. Performance / Payment Bond – Article VII

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 $ **187, 095.62** 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.

14.7. Acceptance and Final Payment – Article VIII

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 thirty (30) 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.

14.8. Attorney Fees and Costs – Article IX

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.

14.9. Fully Negotiated Agreement – Article X

This agreement has been fully negotiated in an arm's length transactions and neither party has been coerced in any manner to execute this agreement. 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.

14.10. Severability – Article XI

If any provisions of this agreement is declared or deemed invalid, unenforceable or unlawful 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.

14.11. Venue and Governing Law – Article XII

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. Venue for any federal action or litigation shall be Orlando, Florida. This agreement shall be governed by the laws of the State of Florida where it is deemed, made and executed.

14.12. Modification and Entire Agreement – Article XIII

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.

14.13. Notices – Article XIV

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.

14.14. Binding Effect – Article XV

This agreement shall be binding upon the parties, heirs, assigns, personal representatives, executors and successors.

14.15. Waiver – Article XVI

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.

14.16. Independent Contractor – Article XVII

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

14.17. Change Orders – Article XVIII

Any and all change orders required under this Agreement shall be approved, in writing, by the City prior to the Contractor performing, or not performing, the work specified in the change order. The City will have FDOT’s prior approval before issuing any change orders.

14.18. Sovereign Immunity – Article XVIX

The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Contractor agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

14.19. Default by Contractor – Article XX

14.19.1. Right to Revoke / Terminate

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:

a. Contractor defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within seven (7) 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 seven (7) calendar days, in which case the Contractor promptly takes and diligently pursues such action as are necessary therefore; or

b. 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

c. Contractor has acted negligently, as defined by general and applicable law, in performing the services hereunder; or

d. Contractor has committed any act of fraud upon the City; or
e. Contractor has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

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.

14.20. Termination – Article XXI

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.

14.21. Indemnification – Article XXII

To the extent provided by law, Contractor shall indemnify, defend, and hold harmless the City and the State of Florida, Department of Transportation, including the City and Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Contractor, or any of its officers, agents, or employees, subcontractors, or independent contractors, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Contractor hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by Contractor to indemnify City for the negligent acts or omissions of City, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by Contractor to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties.

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 reasonable and subject to and included this indemnification provided herein.

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

FORM OF AGREEMENT

14.22. Corporate Representations by Contractor – Article XXIII

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.

14.23. No Joint Venture – Article XXIV

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.

14.24. Third Party Right – Article XXV

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

14.25. Assignment – Article XXVI

a. Contractor shall not assign or subcontract this Agreement, any task authorization hereunder, or any rights or any Moines 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.

14.26. Designation of Project Manager - Article XXVII

The duties and authority of the City are as follows:

a. **General Administration of Contract**. The primary function of the City is to provide the general administration of the contract. In performance of these duties or his authorized representative is the City's Project Manager during the entire period of construction. The City may change the Project Manager during the term of this contract.

b. **Inspections, Opinions, and Progress Reports.** The City shall be kept familiar with the progress and quality of the work by Contractor and may make periodic visits to the work site. The City will not be responsible for the means of construction, or for the sequences, methods, and procedures used therein, or for the Contractor 's failure to perform the work in accordance with the Contract Documents.

c. **Access to Worksite for Inspections.** The City shall be given free access to the worksite at all times during work preparation and progress. The Project Manager is not obligated to make exhaustive or continuous onsite inspections to perform his duties of checking and reporting on work progress, and any such inspections shall not waive Owner's claim regarding defective work by Contractor.

d. **Interpretation of Contract Documents: Decisions on Disputes.** The City will be the initial interpreter of the contract document requirements and make decisions on claims and disputes between Contractor and City.

e. **Rejection and Stoppage of Work.** The City shall have authority to reject work which in its opinion does not conform to the Contract Documents, and in this connection may stop the work or a portion thereof, when necessary.

f. **Payment Certificates.** The City will determine the amounts owing to Contractor as the work progresses, based on Contractor 's applications and City 's inspections and observations, and will issue certificates for progress payments and final payments in accordance with the terms of the Contract Documents.

14.27. Progress Meeting – Article XXVIII

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

14.28. Responsibilities of Contractor – Article XXIX

Contractor's duties and rights in connection with the project herein are as follows:

a. **Responsibility for Supervision and Construction**. Contractor shall be solely responsible for all construction under this contract, including the techniques, sequences, procedures and means, for the coordination of all work. Contractor shall supervise and direct the work and give it all attention necessary for such proper supervision and direction.

b. **Discipline and Employment.** Contractor shall maintain at all times strict discipline among his employees, and he agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which he was employed.

c. **Furnishing of Labor, Materials, etc.** Contractor shall provide and pay for all labor, materials and equipment, including tools, construction equipment and machinery, utilities, including water, transportation, and all other facilities and work necessary for the proper completion of work on the project in accordance with the Contract Documents.

d. **Payment of Taxes: Procurement of Licenses and Permits.** Contractor shall secure all licenses and permits necessary for proper completion of the work, paying the fees thereof. Contractor warrants that it (and subcontractors or tradesmen, if authorized in the Contract Documents) hold or will secure all trade or professional licenses required by law for Contractor to undertake the contract work.

e. **Guarantee.** The Contractor hereby guarantees the Work to the full extent provided in the Plans, Specifications, General Conditions, Special Conditions and other Contract Documents. The Contractor shall remove, replace and/or repair at its own expense and at the convenience of the City any faulty, defective or improper Work, materials or equipment discovered within one (1) year from the date of the acceptance of the project as a whole by the Owner or for such longer period as may be provided in the Plans, Specifications, General Conditions, Special Conditions or other Contract Documents. Without limiting the generality of the foregoing, the Contractor warrants to the City, that all materials and equipment furnished under this Agreement will be of first-class quality and new, unless otherwise required or permitted by the other Contract Documents, that the Work performed pursuant to this Agreement will be free from defects and that the Work will strictly conform with the requirements of the Contract Documents. Work not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered defective. All warranties contained in this Agreement and in the Contract Documents shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law. Furthermore, Contractor will provide written guarantee for work and materials for one (1) calendar year after acceptance by City. The one (1) period is not a limitation upon manufacturer warranties or Contractor's payment and performance Bond(s).

14.29. Prohibition Against Contingent Fees – Article XXX

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

14.30. Public Records – Article XXXI

Pursuant to Chapter 119, Florida Statutes, Contractor agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Contractor related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Contractor. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form,

characteristics, or means of transmission of Contractor are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records. Upon request by the City, the Contractor shall promptly supply copies of said Public Records to the City. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during normal business hours of the Contractor be open and freely exhibited to the City for the purpose of examination and/or audit. Failure by Contractor to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Contractor fails to comply with this Section, and the City must enforce this Section, or the City suffers a third-party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Contractor's failure to comply with this Section, the City shall collect from Contractor prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Contractor. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Contractor's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

14.32. Force Majeure – Article XXXII

Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving Contractor's labor force); extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

14.32. FDOT Conflict of Interest Provisions – Article XXXIII

The Contractor agrees as follows and agrees to include in each subcontract and shall require all subcontractors to include in each second tier subcontract the following:

A. The Contractor will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulation of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the FDOT-required attachment, Title VI Assurances, in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

B. The Contractor will comply with all requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the City pursuant thereto.

C. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for construction or repair of a public building or public work; may not submit bids or leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity;

and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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 or 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.

E. 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 City.

F. No member, officer or employee of the City or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

14.33. Inspector General - Article XXXIV

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, which provides: "It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section."

CONTRACTOR

Signed and sealed by the Contractor in the presence of:

BY _____

(Contractor)

DATE 03/27/2020

ATTEST _____

CITY OF COCOA

Signed and sealed by the City in the presence of:

BY _____

(City Manager)

DATE _____

ATTEST _____

RESOLUTION NO. 2020-

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 SIDEWALK IMPROVEMENTS ALONG DIXON BOULEVARD AND FORREST AVENUE ITB BID NO B-20-06-COC IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE CONSTRUCTION PROJECT BY THE CITY COUNCIL INCLUSIVE OF $8,833 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, 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 Sidewalk Improvements along Dixon Boulevard and Forrest Avenue Project (B-20-06-COC) provided the total amount of approved change orders and any additional service contracts do not cause the total construction budget to exceed $195,928.62 budgeted by the City Council for the Project inclusive of the $8,833 contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

(B). Pursuant to Section 2-4 of the City Code, the City Manager shall also provide notice of any such approved change orders and any additional service contracts to the City Council in the form of an agenda item at the next scheduled City Council meeting or as soon as practicable thereafter.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 8th day of April, 2020.

_____
Jake Williams, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	20-191	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	3/23/2020			**In control:**	City Council
On agenda:	4/8/2020			**Final action:**	
Title:	Approval to submit costs associated with the COVID 19 Pandemic to FEMA and the Florida Division of Emergency Management for potential reimbursement, and to approve a resolution authorizing the City Manager or Finance Director to sign any contracts and amendments related to these reimbursements. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	COVID 19 Response Resolution.pdf Federal COVID-19 Emergency Declaration.pdf Brevard County Emergency Declaration.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 23, 2020
Agenda Date: April 8, 2020
Prepared By: Anthony Hagan (Grants Administrator)
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Council Approval to submit costs associated with the COVID 19 Pandemic to FEMA and the Florida Division of Emergency Management for potential reimbursement, and to approve a resolution authorizing the City Manager or Finance Director to sign any contracts and amendments related to these reimbursements.

BACKGROUND:

COVID 19 is a Pandemic threat as classified by the World Health Organization (WHO) and is currently affecting the United States, with Florida being impacted heavily. In response to this threat, the State of Florida declared a State of Emergency on March 9, 2020. On March 14, Brevard County declared a State of Emergency in the county after confirmed cases were reported in the county.

On March 13th, the President declared a Federal State of Emergency in response to the COVID 19 Pandemic, and invoked the Stafford Act for response to the emergency conditions. Federal Emergency Management Agency (FEMA) assigned the COVID 19 response the identifier 3432 EM-FL. Subsequently, the City filed a Request for Public Assistance with the State of Florida on March 20, 2020. Staff has begun preparing the proper documentation required for reimbursement of allowable costs incurred by the City during the response to COVID 19.

In accordance with section 502 of the Stafford Act, eligible emergency protective measures taken to respond to the COVID-19 emergency at the direction or guidance of public health officials' may be reimbursed under Category B of the agency's Public Assistance program. While wages are categorized under Category B, they have not been determined to be an eligible cost for reimbursement. Once these costs are deemed eligible, and the appropriate documentation supplied, FEMA will advance these reimbursement requests to the State of Florida Division of Emergency Management for payment. Upon review, the State will issue a contract with the City to authorize payment. This resolution provides for approval to for the City Manager or Finance Director to execute the agreement and requests authorization for the Finance Director or City Manager to execute all related documents for and on behalf of the City for reimbursement of costs related to the COVID 19 response.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

There is no impact to the City budget at this time. A budget will be established to recognize revenue when the City receives the reimbursement for costs incurred.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Council Approval to submit costs associated with the COVID 19 Pandemic to FEMA and the Florida Division of Emergency Management for potential reimbursement, and to approve a resolution authorizing the City Manager or Finance Director to sign any contracts and amendments related to these reimbursements.

Attachments: 1. Resolution

RESOLUTION NO. 2020-133

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AUTHORIZING THE CITY MANAGER OR FINANCE MANAGER TO SIGN ANY CONTRACTS AND AMENDMENTS FROM THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT RELATED TO THE CORONA VIRUS / COVID19 OUTBREAK REIMBURSEMENT; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa was impacted by COVID 19 beginning March 13, 2020; and

WHEREAS, the Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) declared on March 13, 2020 that in accordance with section 502 of the Stafford Act, eligible emergency protective measures taken to respond to the COVID-19 emergency at the direction or guidance of public health officials' may be reimbursed under Category B of the agency's Public Assistance program; and

WHEREAS, the State of Florida declared a State of Emergency regarding the impact of COVID 19 in Florida on March 9, 2020 and Brevard County declared a State of Emergency regarding the impact of COVID 19 on March 14; and

WHEREAS, various agreements and forms will be required to be signed by an authorized person representing the City of Cocoa, Florida: and

WHEREAS, the Florida Division of Emergency Management will be the contracting agency with the responsibility to issue payments for reimbursement for COVID 19 related costs.

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

SECTION 1. The City Council of the City of Cocoa hereby authorizes the City Manager or the Finance Director to execute all contracts and modifications from the Florida Division of Emergency Management for COVID 19 related costs.

SECTION 2. Staff will present the final approved amount of the reimbursed costs upon completion of the contract.

SECTION 3. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 4. 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 meeting assembled on the 8th day of April, 2020.

_____
Jake Williams, Jr. , Mayor

ATTEST:

_____
Carie Shealy, City Clerk

FEMA (/)

COVID-19 Emergency Declaration

Navigation

Search

Languages

News Releases (/news-releases)

Fact Sheets (/fact-sheets)

News Desk Contacts (/media-contacts)

Release date: March 13, 2020

Release Number: HQ-20-017-FactSheet

On March 13, 2020, the President declared the ongoing Coronavirus Disease 2019 (COVID-19) pandemic of sufficient severity and magnitude to warrant an emergency declaration for all states, tribes, territories, and the District of Columbia pursuant to section 501 (b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 (the "Stafford Act"). State, Territorial, Tribal, local government entities and certain private non-profit (PNP) organizations are eligible to apply for Public Assistance.

In accordance with section 502 of the Stafford Act, eligible emergency protective measures taken to respond to the COVID-19 emergency at the direction or guidance of public health officials' may be reimbursed under Category B of the agency's Public Assistance program. FEMA will not duplicate assistance provided by the Department of Health and Human Services (HHS), including the Centers for Disease Control and Prevention, or other federal agencies. This includes necessary emergency protective measures for activities taken in response to the COVID-19 incident. FEMA assistance will be provided at the 75 percent Federal cost share

This declaration increases federal support to HHS in its role as the lead federal agency for the federal government's response to COVID-19. The emergency declaration does not impact measures authorized under other Federal statutes.

FEMA assistance will require execution of a FEMA-State/Tribal/Territory Agreement, as appropriate, and execution of an applicable emergency plan. States, Tribal and Territorial governments do not need to request separate emergency declarations to receive FEMA assistance under this nationwide declaration.

FEMA encourages officials to take appropriate actions that are necessary to protect public health and safety pursuant to public health guidance.

# # #

FEMA's mission is to help people before, during and after disasters.

Follow FEMA online (https://www.fema.gov/blog)*, on Twitter @FEMA* (https://twitter.com/FEMA) *or @FEMAEspanol* (https://twitter.com/FEMAEspanol)*, on FEMA's Facebook page* (https://www.facebook.com/FEMA) *or Espanol page* (https://www.facebook.com/FEMAespanol) *and at FEMA's YouTube* (https://www.youtube.com/user/FEMA) *account. Also, follow Administrator Pete Gaynor's activities @FEMA_Pete* (https://twitter.com/FEMA_Pete)*.*

The social media links provided are for reference only. FEMA does not endorse any non-government websites, companies or applications.

Related Content:

President Donald J. Trump Directs FEMA Support Under Emergency Declaration for COVID-19 (/news-release/2020/03/13/president-donald-j-trump-directs-fema-support-under-emergency-declaration)

Last Updated: March 13, 2020 - 17:15

Related State(s):

Headquarters (/fema-regions/headquarters)
Region I (/fema-regions/region-i)
Region II (/fema-regions/region-ii)
Region III (/fema-regions/region-iii)
Region IV (/fema-regions/region-iv)
Region V (/fema-regions/region-v)
Region VI (/fema-regions/region-vi)
Region VII (/fema-regions/region-vii)
Region VIII (/fema-regions/region-viii)
Region IX (/fema-regions/region-ix)
Region X (/fema-regions/region-x)

Share This Page.



(https://www.oig.dhs.gov/hotline)

Official website of the Department of Homeland Security

FIRST AMENDMENT TO STATE OF LOCAL EMERGENCY PROCLAMATION
(COVID-19 DOCUMENT #2)

WHEREAS, on March 14, 2020, a State of Local Emergency was declared by Brevard County; and

WHEREAS, as the public health emergency is ongoing and rapidly evolving and the Center for Disease Control (CDC) has updated their recommendations regarding mass gatherings and social distancing; and

WHEREAS, the County wishes to follow and adhere to the direction of the Center for Disease Control by reducing the definition of mass gathering from 250 to 50 and recommending gatherings of no more than 10 people for medically vulnerable people; and

WHEREAS, the County also wishes to follow and adhere to the direction of the Florida Department of Health and recognizes there may be instances of conflicting recommendations between the two organizations; and

WHEREAS, the County wishes to adhere to the more restrictive recommendation in the event of conflict between the two organizations; and

WHEREAS, the County wishes to follow and adhere to the direction of the Center for Disease Control and Florida Department of Health recommendations by minimizing close contact between persons who are assisting in the response to the public health emergency including the utilization of a virtual EOC operation as much as possible; and

WHEREAS, the County seeks to amend the prior emergency proclamation to address the new recommendations and procedural directives; and

WHEREAS, Chapter 252.38(3)(a), Florida Statutes, provides authority for a political subdivision such as Brevard County to declare a state of local emergency and to exercise certain powers and authority to safeguard the lives and property of its citizens and such declaration may be amended.

NOW THEREFORE, IT IS RESOLVED this 16th day of March, 2020, that the COVID-19 pandemic continues to pose a serious threat to the health and lives of residents and guests of Brevard County and that the State of Local Emergency Proclamation adopted March 14, 2020 is hereby amended effective this 16th day of March, 2020, for all the territory within the legal boundaries of Brevard County, including all of the unincorporated and incorporated areas;

BE IT FURTHER RESOLVED that the Board of County Commissioners of Brevard County, through its designated Policy Group, hereby incorporates, restates and amends the Local State of Emergency Proclamation signed on March 14, 2020 and the above WHEREAS clauses herein and hereby authorizes the exercise of its authority and powers pursuant to Florida Statutes 252.38(3)(a), which include the authority and powers to amend its State of Local Emergency

Proclamation as shown by the underlining and strike throughs in the following provisions from the March 14th declaration:

[1] CONTRACTS, EQUIPMENT, SUPPLIES: Appropriately expend funds; make contracts; obtain and distribute equipment, materials and supplies for emergency management purposes; provide for the health and safety of persons and property, including emergency assistance to the victims of any emergencies; and direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the Federal and State Emergency Management Agencies.

[2] ADDITIONAL PERSONNEL: Appoint, employ, remove, or provide (with or without compensation), coordinators, rescue teams, fire and police personnel, and other emergency management workers.

[3] EMERGENCY OPERATING CENTERS: Establish as necessary, a primary and one or more secondary emergency operating centers to provide continuity of government and direction and control of emergency operations. Due to the nature of this event and the importance of minimizing close contact between individuals, to the extent possible, the response will be managed through a Virtual EOC with portions of the response and consequence management occurring remotely.

[4] ASSIGNMENT – COUNTY PROPERTY/PERSONNEL: Assign and make available for duty the offices and agencies which operate under the Board of County Commissioners of Brevard County, including the employees, property, and equipment thereof relating to sheltering, firefighting, engineering, rescue, health, medical and related services, police, transportation, construction, and similar items or services for emergency operation purposes, as the primary emergency management forces of Brevard County for employment within or outside the political limits of Brevard County. Furthermore, the County Manager is authorized to adjust work conditions including leave policies and suspend union bargaining agreements pursuant to the relevant articles therein, if necessary.

[5] REQUEST FOR ASSISTANCE: Request State assistance or invoke emergency related mutual aid assistance by declaring a state of local emergency in the event of emergency effecting Brevard County. The Local State of Emergency will remain in effect within the legal boundaries of Brevard County, Florida for seven (7) days from the date hereof and may be extended as necessary in seven (7) day increments. The County Manager is hereby authorized to execute extensions of the Local State of Emergency as deemed necessary.

[6] WAIVER OF PROCEDURES AND FORMALITIES OTHERWISE REQUIRED: Due to the Local State of Emergency, effective immediately, the procedures and formalities required of the County by law or ordinance are hereby waived as they pertain to:

(a) Performance of public work and taking whatever prudent action is necessary to ensure the health, safety and welfare of the community, including but not

limited to denying or revoking permits for public gatherings and/or cancelling mass gatherings taking place in Brevard County during the Local State of Emergency. A mass gathering is defined as ~~250~~ 50 people or greater for the general population and 10 or greater for persons who are medically vulnerable, however, this number is subject to amendment should the circumstances of the situation change. In the future, this definition will be deemed changed to be in accordance with the recommendations from the Center for Disease Control (CDC) and the Florida Department of Health (FDOH). In the event the two agencies recommendations conflict, the Policy Group elects to adopt the most restrictive recommendations in order to protect the residents and visitors of Brevard County;

(b) Entering into contracts;

(c) Incurring obligations;

(d) Employment of permanent and temporary workers;

(e) Utilization of volunteer workers;

(f) Rental of equipment;

(g) Acquisition and distribution, with or without compensation, of supplies, materials and facilities; and

(h) Appropriation and expenditure of public funds.

Alterations or Rescission.
This declaration of a Local State of Emergency may be altered or rescinded either by the issuance of a subsequent Executive Order or by an appropriate Resolution of the Board of County Commissioners.

DONE, ORDERED AND ADOPTED this 16th day of March, 2020.

ATTEST: Roth, Joy Digitally signed by Roth, Joy Date: 2020.03.17 13:54:32 -04'00' Joy Roth, Deputy Clerk	BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA By: Bryan Andrew Lober Bryan Lober, Chair

Legislation Details (With Text)

File #:	20-200	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	3/25/2020			**In control:**	City Council
On agenda:	4/8/2020			**Final action:**	
Title:	Approve a Resolution providing for tolling and extension of pending Zoning and Land Use applications, agreements, resolutions, ordinances, and building permits that are set to expire before the expiration of the current Local State of Emergency. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution 20-137 Coronavirus Tolling Development Permit Timeframes.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 30, 2019
Agenda Date: January 22, 2020
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approve a Resolution providing for tolling and extension of pending Zoning and Land Use applications, agreements, resolutions, ordinances, and building permits that are set to expire before the expiration of the current Local State of Emergency.

BACKGROUND:

On March 1, 2020, Governor Ron DeSantis executed Executive Order No. 20-51, directing the Florida Department of Health to issue a Public Health Emergency in response to the Coronavirus Disease 2019 “COVID-19”. On March 9, 2020, Governor Ron DeSantis executed Executive Order No. 20-52, declaring a State of Emergency pursuant to COVID-19. The virus continues to pose an imminent health risk to the public and the Centers for Disease Control and Prevention “CDC” currently recommends mitigation measures in communities with COVID-19 cases including no meetings, events or gatherings with more than ten (10) or more people among other efforts to limit exposure to the virus.

The ability to conduct public business in accordance with Florida’s Sunshine Law at open public meetings is currently severely hampered and formerly routine processes are disrupted and taking longer to accomplish due to Coronavirus precautions being mandated by the Federal and State Governments.

With regard to building permits and development orders that have already been issued by the City,

Section 252.363, F.S. provides for tolling of these approvals for the duration of the emergency declaration and for 6 months after the tolled period. This was recently limited to “natural emergencies” by the legislature to exclude “manmade emergencies” such as terrorism and civil unrest. This statute applied during the Zika virus outbreak, and it would also apply in this case. Therefore, for those approvals that have been issued already, the time for duration of the approval will be automatically tolled provided that within 90 days after termination of the emergency declaration, the holder of the permit notifies the City in writing of its intent to exercise the tolling and extension granted under the statute. These extensions are not discretionary and must be given to the permit holder upon notification. However, this statute only applies to permits that have already been issued. With respect to permits already issued, the City does not need to take any action to extend permit deadlines, as the statute already provides a means for an applicant to request an extension.

Under the Governor’s Executive Order 20-52, the City is authorized to waive the procedures and formalities otherwise required pertaining to the performance of public work and taking whatever action necessary to ensure the health, safety and welfare of the community.

The attached Resolution will provide a means for the tolling and extension of pending Zoning and Land Use applications, agreements, resolutions, ordinances, and building permits that are set to expire before the expiration of the current Local State of Emergency.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a Resolution providing for tolling and extension of pending Zoning and Land Use applications, agreements, resolutions, ordinances, and building permits that are set to expire before the expiration of the current Local State of Emergency.

RESOLUTION NO. 2020-137

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, TOLLING TIMEFRAMES FOR PROCESSING APPLICATIONS UNDER SECTION 166.033, FLORIDA STATUTES, DUE TO THE CORONAVIRUS AND POSSIBLE EFFECTS TO CITY OPERATIONS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Coronavirus Disease 2019 (COVID-19) is a severe, acute respiratory illness that appears to occur through respiratory transmission and presents symptoms similar to those of influenza; and

WHEREAS, The Centers for Disease Control and Prevention recommends that all states and territories implement aggressive measures to slow and contain transmission of COVID-19 in the United States; and

WHEREAS, on January 30, 2020, the World Health Organization declared a public health emergency of international concern related to COVID-19; and

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services declared that a public health emergency exists nationwide as a result of confirmed cases of COVID-19 in the United States; and

WHEREAS, on Monday, March 1, 2020, Governor Ron DeSantis issued Executive Order 20-51, declaring that appropriate measures to control the spread of COVID-19 in the State of Florida are necessary and, therefore, directed that a State of Emergency be declared in the State of Florida; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order 20-52, declaring that appropriate measures to control the spread of COVID-19 in the State of Florida are necessary and, therefore, directed that a Public Health Emergency be declared in the State of Florida; and

WHEREAS, on March 15, 2020, Brevard County declared a county emergency regarding COVID-19; and

WHEREAS, on March 24, 2020, Governor Ron DeSantis issued Executive Order 20-83, directing the State Surgeon General and State Health Officer to issue a public health advisory to all persons over 65 years of age and to all persons that have a serious underlying medical condition that places them at high risk of severe illness from COVID-19, urging them to stay home and to take other measures as necessary to limit their risk of exposure to COVID-19; and

WHEREAS, Executive Order 20-83 also directs that the State Surgeon General and State Health Officer issue a public health advisory against all social or

recreational gatherings of 10 or more people and to urge all who can work remotely to do so; and

WHEREAS, the Centers for Disease Control and Prevention ("CDC") also currently recommends that all events in the United States of 10 or more people should be cancelled or held virtually, staying at home when sick, keeping away from others who are sick, and staying at home when a household member is sick with respiratory disease symptoms or if instructed to do so by public health officials or a health care provider; and

WHEREAS, on April 1, 2020, Governor Ron DeSantis issued Executive Order 20-91, which states that senior citizens and individuals with a significant underlying medical condition shall stay at home and take all measures to limit the risk of exposure to COVID-19 and that all persons in Florida shall limit their movements and personal interactions outside of their home to only those necessary to obtain or provide essential services or conduct essential activities through April 30, 2020; and

WHEREAS, COVID-19 continues to pose an imminent risk to healthcare workers, first responders, and emergency medical services workers caring for patients with COVID-19 and to residents, employees and businesses in the City of Cocoa and neighboring communities; and

WHEREAS, the ability to conduct public business in accordance with Florida's Sunshine Law and the laws applicable to quasi-judicial proceedings at open public meetings is currently severely hampered; and

WHEREAS, formerly routine processes of the City, and elsewhere, are disrupted and taking longer to accomplish due to coronavirus precautions being mandated by the federal, state and county governments; and

WHEREAS, under the circumstances, additional time for applicants and the City to complete and process development permit or development order applications will likely be required during the current emergency; and

WHEREAS, during this emergency period, City staff will continue to process development permit and development order applications as quickly as is possible under the circumstances; and

WHEREAS, the City Council has determined this Resolution is in the best interests of the City of Cocoa.

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

SECTION 1. Recitals. The foregoing recitals are hereby fully incorporated herein by this reference and are deemed a material part of this Resolution.

SECTION 2. Tolling of Timeframes for Processing Applications Under Section 166.033, Florida Statutes and City Code. The time frames for the City to process any and all applications for development permits or development orders under Section 166.033, Florida Statutes, and applicable City Codes are hereby tolled until the City staff fully responds and applicable City committees or boards take official action on the application, or Governor Ron DeSantis's Executive Order 20-52 expires and is not extended or is rescinded, whichever occurs first. Upon expiration (with no extension) or rescission of the Executive Order, the timeframes shall be extended by an additional thirty (30) days for pending applications in order to provide a smooth transition for applicants to complete and the City to process such applications. At the expiration (with no extension) or rescission of the Executive Order, the subject matter of this Resolution shall be reevaluated in light of conditions presented at that time, and a determination of whether further extensions of the timeframes and this Resolution are necessary shall be made.

SECTION 3. Repeal of Prior Inconsistent Resolution. All prior resolutions or parts of resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 4. Conflicts and Severability. Should any section or provision of this resolution, or any portion thereof, any paragraph, sentence or word be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

SECTION 5. Effective date. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on this 8th day of April, 2020.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	20-193	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	3/23/2020			**In control:**	City Council
On agenda:	4/8/2020			**Final action:**	
Title:	Waste Management Annual Review				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Annual 19 Review Report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 23, 2020
Agenda Date: April 8, 2020
Prepared By: Cheryl Meisenzahl, Contract Technician
Through: Bryant Smith III, P.E., CFM, Public Works Director
Requested Action:
Waste Management Annual Review

BACKGROUND:

The City of Cocoa Council entered into an agreement with Waste Management for collection of waste within the City of Cocoa on January 9, 2007, ending on December 31, 2011. The first of two (2), five (5) year renewals was adopted by City Council on July 26, 2011. The second, and final, five (5) year renewal was adopted by City Council on February 9, 2016. The current contract covers the collection of refuse, recycling and green waste streams for residential customers and waste dumpster container service for commercial customers. Services not included are: commercial recycling, construction and demolition debris pick up, hazardous waste collection and collection of green waste on vacant lots. Commercial green waste is not included with the commercial dumpster charge; however, the service is available upon request by the customer at an additional charge.

In accordance with the Solid Waste Franchise Agreement, the annual evaluation of the solid waste contractor's performance was completed by Public works Department staff for the period of January 1, 2019, through December 31, 2019. The overall review indicates that services provided by Waste Management were of "Good" quality. Details of the findings are provided in the attached written report.

STRATEGIC PLAN CONNECTION:

Yearly review of Waste Management services provides necessary information needed to ensure the

City is receiving the best service possible.

BUDGETARY IMPACT:

There is no budgetary impact involved with this review.

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

None, informational item only.

2019 Waste Management Report

In accordance to the Solid Waste Franchise Agreement, paragraph 9.3, Waste Management's yearly review is due. The areas to be reviewed are as follows, per paragraph 9.1 of the contract;

A. Number of complaints received pursuant to paragraph 9.2 herein and Contractor's Performance in resolving the complaints in a professional and expedient manner.
B. Contractor's responsiveness to direction given by an Authorized Representative.
C. The number of times the Contractor has had to pay liquidated damages pursuant to 25.0 herein.
D. Contractor's participation in community meetings sponsored by the City and Contractors performance in resolving complaints received at those meetings in a professional expedient manner.
E. Contractor's financial viability to continue in performing the collection disposal services as required by this agreement.

In each of these categories, we will assign a grade of: unacceptable, acceptable but needs improvement, or good designation.

Background

The City of Cocoa entered into an agreement with Waste Management for the collection of waste within the City of Cocoa city limits on January 1, 2007. This contract was renewed for a final renewal period that will expire on September 30, 2021. The current contract covers the collection of refuse, recycling, and green waste streams for residential customers and waste dumpster container services for commercial customers. Services not included are the collection of green waste on vacant lots, commercial green waste and recycling, construction and demolition debris pickup, and hazardous waste collection.

Waste Management not only works to pick up today's trash and recycling, but is helping to build a more environmentally sound and sustainable future as well. To help meet a company-wide sustainability goal as well as to reduce air pollution in Florida, the company has 750 trucks that run on compressed natural gas (CNG), a much cleaner-burning alternative to gasoline or diesel fuel.

CNG is one of the cleanest fuels currently available for use in heavy-duty trucks. By replacing a typical diesel engine with a compressed natural gas engine Emissions can be reduced:

- Up to 86% reduction in air particulates
- 75% reduction in carbon monoxide
- Up to 49% reduction in nitrogen oxides
- 25% reduction in carbon dioxide

Waste Management's CNG fleet in Florida is the largest in the waste industry. In 2007 the company committed to increase its fleet's fuel efficiency by 15% and reduce its fleet's emissions by 15% by 2020 and has already met the goal. The company currently has more than 7,200 natural gas vehicles on the road. Natural gas vehicles represent 80% of the company's new truck purchases. The company has 120 CNG fueling stations in place nationwide.

Approximately 50% of Waste Management collection vehicles used within the City of Cocoa are powered with CNG and expect to purchase additional CNG collection vehicles in the coming years for use at Waste Management Cocoa Hauling.

A. Number of Complaints- Acceptable, But Needs Improvement

According to the agreement, anything over 10 is eligible for liquidated damages charges, therefore 10 would be considered an "acceptable, but needs improvement" rating.

The complaints that are received by the city are forwarded by email or phone to Waste Management. When Public Works received a call from a resident, the general attitude was one of satisfaction. Though Public Works staff had received calls in 2019 regarding service issues, the number of calls appeared to have decreased. A lot of calls received by Public Works were from residents that reside outside the City of Cocoa city limits.

The majority of callers stated they did not want to file a "formal" complaint but did want to voice their concerns regarding their issue. Some concerns stemmed from calling the Waste Management customer service line directly. This has been an issue with the residents for the past six (6) years and does not seem to be improving. The initial issue may have been missed pick-ups but became more frustrating to the resident when trying to get a resolution through the Waste Management customer service line. The issues the residents are having when calling the Waste Management Customer Service lines are having to call repetitive times about the same service issue before getting a satisfactory resolution and being told incorrect information or getting different answers to the same question when speaking to different people at different times. In some cases, instead of trying to assist the resident with their issue, Waste Management Customer Service just informs the resident to call the City of Cocoa.

When residents get no resolution from calling the customer service line, they call Public Works and express their frustration. Some of the residents' frustration with Waste Management customer service was that the resident would call and schedule a special pick up and, if Waste Management missed that pick up, the resident had to call the customer service line back only to be told that there was no record of their initial call for the special pick up. Residents indicated that any issues they have had with Waste Management are resolved more quickly and efficiently when they contact Public Works directly instead of the Waste Management customer service line.

The 2019 data reported by Waste Management had no formal complaints listed. Public Works, however, did receive four (4) "formal" complaints. This number is slightly higher than last year and frustration among the residents was clearly evident. As stated in the above paragraph, some of that frustration was dealing with the customer service line resulting in their initial concern taking much longer to get resolved then it should have. However, the "formal" complaints were regarding continually missed services, as noted below.

The following subdivision and streets had numerous calls to Public Works for missed services:

- Adamson Creek
- Cooper Avenue
- North Kentucky Avenue
- Indian River Drive

While not all residents wanted to submit a "formal" complaint, the "formal" complaints received were for missed services in Adamson Creek and North Kentucky Avenue. The concerns for Indian River Drive were piles of yard waste not being serviced.

The reasons given for missed services given from Waste Management were an unusually high number of mechanical issues with their trucks. It should be noted, that in some cases, Waste Management provided a report on the day the services were missed to Public Works of areas that were missed so if, and when, the resident called Public Works, the reasoning and resolution of the missed service was already provided by Waste Management. When Waste Management was notified of missed trash or recycling service, they responded that

day with immediate service and when following up with the residents regarding the solution, the majority of resents were happy with the timeframe of the resolution.

In addition to the missed pick-ups, some residents called in to this office to report their concerns of missed pick-ups of green waste piles. Some, but not all, of these issues stemmed from residents putting the green waste out on incorrect service days or piled incorrectly. It should be noted that when Waste Management was notified of missed green waste pick-ups, the issues were resolved in a timely manner, if not the same day.

Indian River Drive is one of the areas in the City that produces a large amount of yard waste on a regular basis. When calls come from residents residing on this street regarding yard waste piles, Waste Management will do a sweep of Indian River Drive in addition to the regular scheduled pick up day in order to keep up with the large amount of yard waste piles produced.

Also, Waste Management is more than agreeable to pick-up green waste piles noted throughout the City even when they are not contractually obligated to; i.e., piles on vacant lots and piles on commercial properties that do not pay for green waste pick-up.

Construction & Debris (C&D) material, i.e. lumber & wood fencing, being left out for service are not included as a service provided from Waste Management. These piles are being tagged by Waste Management as unacceptable service items and the tags are being sent to Public Works. Public Works staff is enlisting the help of Code staff with tagged items. The confusion stems from the resident being unaware that Waste Management is not contractually obligated to service these items since Waste Management performed the services as a courtesy to the City after a hurricane. Current options available to the resident for C&D service are as follows:

1. Resident can take wood to the Brevard County Cocoa landfill to dispose of at no charge.
2. Resident can order a roll-off container from Waste Management or any other roll-off hauler authorized to do business with in the City.
3. Resident can use a Waste Management Bagster container and when filled, schedule a pick-up with Waste Management at a charge.
4. Request Waste Management to provide curbside service for an additional fee.

Waste Management and Public Works are working together to get this information out to the residents so we may decrease the number of C&D materials left out for service for extended periods of time.

In regards to the "formal" complaints, all were handled in a timely manner by Waste Management, with the exception of the issues the residents are having with Waste Management Customer Service line. When notified of the issue with the Customer Service line, Waste Management does take steps to correct the issues the residents are having, but it seems to only be a temporary solution since this seems to be an on-going issue.

With the first category of Number of Complaints, we give Waste Management a designation of "Acceptable, but Needs Improvement".

B. Responsiveness to Direction-Good

In accordance to paragraph 9.2 of the agreement, if notified by 12:00 P.M. of a customer concern, the contractor has until 5:00 pm of the same day to contact the resident and/or resolve the issue. If notified of an issue after 12:00 P.M., the contractor has until 12:00 P.M. the following day to make contact and/or resolve customer complaints. When notified by the City, the contractor seems to be applying the same criteria. The City complaint or issue may not get resolved in the time frame, but it is properly addressed in that timeframe and a resolution is soon to follow. There were a few exceptions where a request for pick-up was made when contact from the City had to be made multiple times, but generally their response time has been acceptable.

When the City staff makes requests for tagged locations lists, and other information from Waste Management, the response in 2019 has been acceptable. When a resident calls Public Works directly with issues and Waste Management was notified by Public Works, the response time was excellent. When these calls were followed up on, most, if not all of the customers have indicated that their issues were resolved to their satisfaction. When the City makes calls or emails Waste Management, we have had excellent response time, usually within the hour, and issues get resolved in a timely fashion. Communication with Waste Management contacts and Public Works staff has improved greatly resulting in issues being resolved in a timely manner throughout the City. However, as stated above, the response time when a resident calls the Waste Management customer service line still needs improvement. With this in mind, the category of responsiveness to given direction, the rating is "Good".

C. Number of Liquidated Damages-Good

The third category of review is the number of times the contractor has had to pay liquidated damages. At no time in 2019 did the City of Cocoa feel justified in charging liquidated damages. For this reason, in the category of Liquidated Damages the rating is "Good".

D. Participation in Community Meetings- Good

In 2019 there were no city sponsored community meetings. Therefore, Waste Management's participation was "Good".

E. Contractors Financial Viability- Good

There is no reason for the City to believe that the contractor is not financially viable to continue service.

REQUESTED IMPROVEMENTS

Since communication between Waste Management and Public Works has greatly improved, resolution of issues phoned into Public Works by dissatisfied customers has greatly improved. However, there still seems to be a communication issue between Waste Management's customer service line and the customers. Some improvements need to be made to ensure issues that are being phoned in on the Waste Management customer service line are being handled with the customer's best interest in mind. Incorrect information is still being given to the customers and it is very frustrating for them when they are told there are no records of previous calls made.

In regards to unserviceable piles out for service, it seems sometimes these items are not being tagged and sent to Public Works. It is being requested that the tagging of unserviceable items or piles improve with the copies of tags being sent to Public Works staff so we can follow up with the resident.

Overall Evaluation Rating: Good

Waste Management is continuing to provide a quality service for the City of Cocoa. Waste Management goes above and beyond in responding to requests from City staff in regards to missed pickups as well as issues that are outside of the contract with the City in a timely fashion and to the customer's satisfaction. Although there were some minor incidents that were resolved, the overall opinion of the service that Waste Management is providing for the City is "Good".

Legislation Details (With Text)

File #:	20-203	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	3/31/2020			**In control:**	City Council
On agenda:	4/8/2020			**Final action:**	
Title:	Informational Item: The severance and accrual payout for John Titkanich, through the use of General Fund Balance Reserves and a condition of the Mutual Separation Agreement, Approved by City Council on March 17, 2020, Budget Resolution Number 2020-130 and Budget Amendment # 20-056-A. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2020-130.pdf 03-17-2020 Journal ADA.pdf BAF 20-056-A-AS-JT Payout Adjustment (3-17-20) Agenda 20-203.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 31, 2020
Agenda Date: April 8, 2020
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Informational Item: The severance and accrual payout for John Titkanich, through the use of General Fund Balance Reserves and a condition of the Mutual Separation Agreement, Approved by City Council on March 17, 2020, Budget Resolution Number 2020-130 and Budget Amendment # 20-056-A.

BACKGROUND:

On March 17, 2020, the City Manager John Titkanich and Cocoa City Council, entered into a Mutual Separation Agreement effective immediately. Due to time constraints outlined in the agreement, the payout had to occur within seven days, which has been met. The attached Budget Amendment approved by City Council during the March 17th meeting, will fund the severance, benefits and accrual payouts associated with the contract, through the use of General Fund Balance Reserves.

STRATEGIC PLAN CONNECTION:

Enter text here

BUDGETARY IMPACT:

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

Budget Amendment # 20-056-A

Revenue:
Amount Requested: $237,033
Account Number: 001-0000-389.99-50
Account Name: Fund Balance Reserves

Expense:
Amount Requested: $72,559
Account Number: 001-1100-512.12-00
Account Name: Regular Salaries and Wages

Amount Requested: $133,557
Account Number: 001-1100-512.12-12
Account Name: Accrual Payouts

Amount Requested: $8,831
Account Number: 001-1100-512.21-00
Account Name: FICA Taxes

Amount Requested: $11,659
Account Number: 001-1100-512.22-00
Account Name: Retirement Contributions

Amount Requested: $10,130
Account Number: 001-1100-512.22-03
Account Name: ICMA Retirement Contributions

Amount Requested: $297
Account Number: 001-1100-512.24-00
Account Name: Workers Comp

PREVIOUS ACTION:

March 17, 2020 a Special Meeting was held approving the Transition of the City Manager and the use of Fund Balance Reserves of accrual payouts and the severance package outlined in the Mutual Separation Agreement.

RECOMMENDED MOTION:

Informational Item: The severance and accrual payout for John Titkanich, through the use of General Fund Balance Reserves and a condition of the Mutual Separation Agreement, Approved by City Council on March 17, 2020, Budget Resolution Number 2020-130 and Budget Amendment # 20-056-A.

RESOLUTION NO. 2020-130

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2020; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2019, and ending on September 30, 2020, at a Regular meeting held on September 25, 2019; and

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

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

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

SECTION 1. The 2019-2020 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 17th day of March, 2020.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

JOURNAL
City of Cocoa
Special Meeting of The City Council
March 17, 2020

I. Opening Matters:

- **Mayor Williams called the meeting to order at 4:05 p.m.**

II. Meeting Topics

1. Coronavirus Discussion

* **MOTION by Councilmember Warner; Seconded by Councilmember Koss, to approve cancelling mass gatherings following CDC recommended guidelines and all city facilities and to refund all deposits and monies paid by individuals for private events unless they choose to postpone.**

* **Consensus to cancel public meetings such as committee and board meetings for the next two weeks but to leave the March 25th Council meeting on the calendar for now.**

2. Transition of City Manager

* **MOTION by Councilmember Warner; Seconded by Councilmember Boisvert, to accept the termination agreement, to appoint Matt Fuhrer the Interim City Manager, to direct the City Attorney to work on an agreement with Mr. Fuhrer to bring back to Council for their approval and to direct HR to bring back information to Council that they will need in order to move forward with the selection of a new City Manager.**

* **MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Goins, to approve a budget amendment to take money out of fund balance to provide funding for the City Manager's payout.**

XI. Adjournment:

- **The Special meeting of March 17, 2020 adjourned at 5:20 p.m.**

City of Cocoa Budget Adjustment Form FY 2020 - 20-056-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1801 | DATE PREPARED: 03/31/20

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 237,033	001-0000-389.99-50		Fund Balance Reserves	$ 1,816,523	$ 2,587,812	$ 2,824,845	$ 2,824,606
$ 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
$ 237,033	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 72,559	001-1100-512.12-00		Regular Salaries & Wages	$ 470,924	$ 47,092	$ 119,651	$ 260,354
$ 133,557	001-1100-512.12-12		Accrual Payouts	$ 0	$ 0	$ 133,557	$ 0
$ 8,831	001-1100-512.21-00		FICA Taxes	$ 36,060	$ 36,060	$ 44,891	$ 22,603
$ 11,659	001-1100-512.22-00		Retirement Contributions	$ 90,590	$ 90,590	$ 102,249	$ 50,435
$ 10,130	001-1100-512.22-03		ICMA Retirement Contributions	$ 14,814	$ 14,814	$ 24,944	$ 9,998
$ 297	001-1100-512.24-00		Worker's Compensation	$ 1,433	$ 1,433	$ 1,730	$ 466
$ 237,033	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

On March 17, 2020, the City Manager John Titkanich and The Cocoa City Council, entered into a Mutual Separation Agreement effective immediately. At that time the use of Fund Balance Reserves was approved by City Council to cover the cost of the contracted separation agreement (Special City Council Meeting). Agenda 20-203

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 03/17/20 *RESOLUTION #:* 2020-130

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.

3/31/20	Tammy Gemmati Digitally signed by Tammy Gemmati Date: 2020.03.31 17:46:17 -04'00'	4/2/20	Lea Malarae Digitally signed by Lea Malarae Date: 2020.04.02 12:14:08 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
4/1/20	Matthew Fuhrer Digitally signed by Matthew Fuhrer Date: 2020.04.01 08:04:34 -04'00'	4/2/20	Lora Howell Digitally signed by Lora Howell Date: 2020.04.02 14:01:29 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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