# City of Cocoa

*65 Stone Street*
*Cocoa, FL 32922*

## Meeting Agenda - Final

**Thursday, March 30, 2023**

**6:00 PM**

**Special Meeting**

**Cocoa City Council Chambers**

## City Council

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

## II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

**II.1** 23-206 Approve the Agenda for the Special City Council Meeting of March 30, 2023, as presented or with amendments.

***Attachments:*** 03-30-2023 Short Agenda ADA.pdf

MINUTES:

## III. AWARDS AND PRESENTATIONS:

**III.1** 23-127 Proclamation: Proclaiming April 9 - 15, 2023 as “National Public Safety Telecommunicators Week.”

***Attachments:*** National Public Safety Telecommunicators Proclamation 2023.docx

**III.2** 23-202 Proclamation: Proclaiming the Month of April, 2023 as "Water Conservation Month".

***Attachments:*** Water Conservation Month.pdf

**III.3** 23-219 Proclamation: Proclaiming the Month of March as "Hemophilia and Bleeding Disorders Awareness Month"

***Attachments:*** Hemophilia & Bleeding Disorders Awareness Month.pdf

**III.4** 23-173 Presentation/Update by Family Promise of Brevard.

## IV. DELEGATIONS:

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

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

## V. CONSENT AGENDA:

**V.1** 23-179

Request Council to award Bid # B 23-16-COC to the lowest and responsive bidder Integrated Fire & Security Solutions, Inc. (IFSS) for the Fire Alarm Panel Upgrade at the Historic Cocoa Village Playhouse in the amount of $113,602 and execute the agreement. Approve a Resolution Amending the FY 2023 Budget, BAF # 23-0. Approve a Project Contingency Resolution for approval of any Change Orders not to exceed $10,000. Authorize the City Manager to execute amendments and extensions to the agreement within approved contingency.

***Attachments:***
- Budget Resolution FY 2023- ADA Compliant.docx
- BAF 23-057-A-PW-Playhouse Fire Alarm (3-30-23) Agenda 23-179.pdf
- B-23-16-COC Construction Agreement - Partial.pdf
- Construction Contingency Resolution.docx
- B-23-16-COC FINAL.pdf
- IFSS Bid.pdf
- B-23-16-COC Bid Tabulation.pdf
- IFSS Bid Form - $113,602.45.pdf

**V.2** 23-217

Staff recommends approval of the vacation of the utility and drainage easements located at the south 5' of Lot 2 and north 5' of Lot 3, BLK6 of the College Manor Unit 3 Subdivision.

***Attachments:***
- Plat.pdf
- 23-0160001.App Deed Easement Stetson.pdf
- 23-0160001.Cocoa Utilities Easement Letter - 1425 Stetson.pdf
- 23-0160001.Survey Easement Stetson.pdf
- Cocoa Public Works Easement Vacation Letter.pdf
- 1425 Stetson Dr., EASEMENT VACATE PROPOSED ADDITON (2).pdf
- locate 1421 stetson drive east.pdf
- locates 1425 steston drive.pdf
- Explanation Letter.pdf
- Resolution 2023-030 1425 Stetson Easement Vacation

MULTI-YEAR CONTRACTS:

**V.3(b)** 23-190 Approve an Amendment to City of Cocoa and Beemats Multi-year Service Level Agreement #21-11-COC, Floating Wetlands Water Quality Project (Contract No. 21-11-COC); and Approve Resolution to Waive Competitive Bidding for Beemats floating wetlands maintenance services.

***Attachments:*** 02_23_2021 Service Level Agreement.pdf
First Amendment to SLA.pdf
Beemats Resolution to Waive Competitive Bidding.doc

**V.4(b)** 23-191 Approve the Multi-Year agreements for RFQ Q-23-01-COC for Continuing Service Agreements: Architectural, General Civil Engineering, and Traffic Engineering Services. Authorize the City Manager to sign the renewal agreements.

***Attachments:*** Q-23-01-COC Award Recommendations.pdf
Q-23-01-COC-A1 CSA Agreement - PARTIAL - Architects RZK, Inc.pdf
Q-23-01-COC-A2 CSA Agreement - Partial - BEA Architects, Inc.PDF
Q-23-01-COC-C1 CSA Agreement - Partial - Mead & Hunt, Inc.pdf
Q-23-01-COC-C2 CSA Agreement - Partial - Kimley Horn and Associates.pdf
Q-23-01-COC-C3 CSA Agreement - Partial - EXP U.S. Services, Inc.pdf
Q-23-01-COC-T1 CSA Agreement - Partial - Myra Planning & Design, LLC.pdf
Q-23-01-COC-T2 CSA Agreement - Partial - Metric Engineering, Inc.pdf

**V.5(b)** 23-212 Approve a multi-year purchase of critical infrastructure technology services and authorize the City Manager to execute the multi-year service order.

## VI. PUBLIC HEARINGS:

## VII. COUNCIL BUSINESS:

**VII.1** 23-192 Approve the current Code Enforcement Lien for the property located at 1206 N Cocoa Blvd., be reduced to $2,500.00 as recommended by the Code Enforcement Board.

***Attachments:*** LR - 1206 N Cocoa Blvd.pdf
2. NOV 14 Oct 21.docx
BCPAO Property Details.pdf
Staff Report for Lien Reduction-1206.docx
Cost Affidavit Form -1206 N Cocoa Blvd.xlsx

**VII.2** 23-193 Approve the current Code Enforcement Lien for the property located at 1202 N Cocoa Blvd., be reduced to $2,500.00 as recommended by the Code Enforcement Board.

***Attachments:*** LR - 1202 N Cocoa Blvd.pdf
2. NOV_ 14 Oct 21.docx
BCPAO Property Details.pdf
Staff Report for Lien Reduction-1202.docx
Cost Affidavit Form -1202.xlsx

## VIII. CITY BUSINESS:

**VIII.1** 23-200 Approval of the 2022 AVT exemption for Walmart based on the fulfillment of all the requirements of the Ad Valorem Tax Abatement Economic Incentive Agreement by maintaining 239 jobs at an average annual wage above $42,421.

***Attachments:*** WM_8851_Cocoa_2022_Ad_Valorem_Exemption_Application_-_Supporting_At
DA for Walmart Distribution Center Cocoa.pdf
Walmart EDI AVT 06 30 2016.pdf

## IX. INFORMATIONAL AGENDA:

**IX.1** 23-182 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2022 to 2/28/2023.

***Attachments:*** PO Monthly Report to City Council 10.01.22 thru 2.28.23.pdf

**IX.2** 23-184 FY 2023 Budget Adjustment Report

***Attachments:*** Pd. 5 FY 2023 REVENUE Budget Tracking Worksheet-2023-02.pdf
Pd. 5 FY 2023 EXPENSE Budget Tracking Worksheet-2023-02.pdf

**IX.3** 23-186 In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

***Attachments:*** Budget Classification Report February FY23.pdf

## X. REPORTS:

## XI. ADJOURNMENT

## XII. NOTICE TO THE PUBLIC:

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

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

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

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

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

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

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

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

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 23-206 | **Version:** | 1 | **Name:** | |
| **Type:** | Agenda | | | **Status:** | Agenda Ready |
| **File created:** | 3/22/2023 | | | **In control:** | City Council |
| **On agenda:** | 3/30/2023 | | | **Final action:** | |
| **Title:** | Approve the Agenda for the Special City Council Meeting of March 30, 2023, as presented or with amendments. | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | 03-30-2023 Short Agenda ADA.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: March 22, 2023
Agenda Date: March 30, 2023
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Special City Council Meeting of March 30, 2023, as presented or with amendments.

## BACKGROUND:

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

## 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 Special City Council Meeting of March 30, 2023, as presented or with amendments.



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# Agenda
# City of Cocoa
## Regular Meeting of The City Council

## Date: March 30, 2023
## Time: 6:00 pm
## Location: 65 Stone Street Cocoa, FL 32922

**I. Opening Matters:**

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

**II. Approval of Agenda and Minutes:**

**1. Agenda:** Regular Meeting of March 30, 2023. (23-206)

**2. Minutes:** na

**III. Awards and Presentations:**

1. Proclamation: Proclaiming the week of April 9 - 15, 2023 as “National Public Safety Telecommunicators Week.” (23-127). (Chief of Police)

2. Proclamation: Proclaiming the Month of April, 2023 as "Water Conservation Month". (23-202). (Utilities Director)

3. Proclamation: Proclaiming the Month of March as "Hemophilia and Bleeding Disorders Awareness Month". (23-219). (Deputy Mayor Hearn)

4. Presentation/Update by Family Promise of Brevard. (23-173). (Tara Pagliarini, Executive Director)

**IV. Delegations:**

**This Agenda may be Amended up until or at the Meeting**

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

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

## V. Consent Agenda:

### (A) General Consent Items:

1. Request Council to award Bid # B 23-16-COC to the lowest and responsive bidder Integrated Fire & Security Solutions, Inc. (IFSS) for the Fire Alarm Panel Upgrade at the Historic Cocoa Village Playhouse in the amount of $113,602 and execute the agreement. Approve a Resolution Amending the FY 2023 Budget, BAF # 23-0. Approve a Project Contingency Resolution for approval of any Change Orders not to exceed $10,000. Authorize the City Manager to execute amendments and extensions to the agreement within approved contingency. (23-179). (Public Works Director)

2. Staff recommends approval of the vacation of the utility and drainage easements located at the south 5' of Lot 2 and north 5' of Lot 3, BLK6 of the College Manor Unit 3 Subdivision. (23-217). (Public Works Director)

### (B) Multi-Year Contracts:

3. Approve an Amendment to City of Cocoa and Beemats Multi-year Service Level Agreement #21-11-COC, Floating Wetlands Water Quality Project (Contract No. 21-11-COC); and Approve Resolution to Waive Competitive Bidding for Beemats floating wetlands maintenance services. (23-190). (Public Works Director)

4. Approve the Multi-Year agreements for RFQ Q-23-01-COC for Continuing Service Agreements: Architectural, General Civil Engineering, and Traffic Engineering

Services. Authorize the City Manager to sign the renewal agreements. (23-191). (Public Works Director)

5. Approve a multi-year purchase of critical infrastructure technology services and authorize the City Manager to execute the multi-year service order. (23-212). (Chief Technology Officer)

**VI. Public Hearings:**

None.

**VII. Council Business:**

1. Approve the current Code Enforcement Lien for the property located at 1206 N Cocoa Blvd., be reduced to $2,500.00 as recommended by the Code Enforcement Board. (23-192). (Chief of Police)

2. Approve the current Code Enforcement Lien for the property located at 1202 N Cocoa Blvd., be reduced to $2,500.00 as recommended by the Code Enforcement Board. (23-193). (Chief of Police)

**VIII. City Business:**

1. Approval of the 2022 AVT exemption for Walmart based on the fulfillment of all the requirements of the Ad Valorem Tax Abatement Economic Incentive Agreement by maintaining 239 jobs at an average annual wage above $42,421. (23-200). (Director of Communication & Economic Development)

**Multi-Year Contracts:**

**None.**

**IX. Informational Agenda:**

1. Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2022 to 2/28/2023. (23-182). (Finance Director)

2. FY 2023 Budget Adjustment Report. (23-184). (Finance Director)

3. Data showing the relation between the estimated and actual income and expenses to date. (23-186). (Finance Director)

**X. Reports:**

## XI. Adjournment:

## XII. Notice To The Public:

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

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**This Agenda may be Amended up until or at the Meeting**

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 23-127 | **Version:** | 1 | **Name:** | |
| **Type:** | Awards/Presentations | | | **Status:** | Agenda Ready |
| **File created:** | 2/16/2023 | | | **In control:** | City Council |
| **On agenda:** | 3/30/2023 | | | **Final action:** | |
| **Title:** | Proclamation: Proclaiming the week of April 9 - 15, 2023 as “National Public Safety Telecommunicators Week.” (Chief of Police) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | National Public Safety Telecommunicators Proclamation 2023.docx | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: February 16, 2023
Agenda Date: March 30, 2023
Prepared By: Susan L. Lambert, CAP, OM
Through: Evander Collier IV, Chief of Police
Requested Action:
Proclamation: Proclaiming April 9 - 15, 2023 as “National Public Safety Telecommunicators Week.”

## BACKGROUND:

Enter text here

## STRATEGIC PLAN CONNECTION:

Enter text here

## BUDGETARY IMPACT:

Budgeted Choose an item.
If not budgeted, is amendment/transfer attached? Choose an item.

Amount Requested $
Account Number _
Account Name _

Source of Funds: ____State Revolving Loan

____ Other Loan Source:_
____ Grant Source:_
____ Bond:_
____ Reserves Source:_
____ Transfer Acct #:_

If a P.O. Change Order is involved please complete the following:

Change Order Amount $_

Original Purchase Order _
Original P.O. Amount _$
For this Agenda Item note Prior Change Order Information:
Total number of change orders to date _
Total amount in change orders to date _$

**PREVIOUS ACTION:**

Enter text here

**RECOMMENDED MOTION:**
Proclamation: Proclaiming April 9 - 15, 2023 as “National Public Safety Telecommunicators Week.”

# PROCLAMATION

***WHEREAS,*** *emergencies can occur at any time that require police, fire or emergency medical services; and*

***WHEREAS,*** *when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and*

***WHEREAS,*** *the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the City of Cocoa emergency communications center; and*

***WHEREAS,*** *Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and*

***WHEREAS,*** *Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and ensuring their safety; and*

***WHEREAS,*** *Public Safety Telecommunicators of the City of Cocoa Police Department have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and*

***WHEREAS,*** *each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year.*

***NOW, THEREFORE,*** *I, Mayor Michael C. Blake, on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim the week of April 9 - 15, 2023, to be National Public Safety Telecommunicators Week in Cocoa, in honor of the men and women whose diligence and professionalism keep our city and citizen safe.*

CITY OF COCOA CORPORATE SEAL FLORIDA

*WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 30th day of March, 2023.*

Michael C. Blake

*Mayor*

*ATTEST:*

Carie Mealy

*City Clerk*

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 23-202 | **Version:** | 1 | **Name:** | |
| **Type:** | Awards/Presentations | | | **Status:** | Agenda Ready |
| **File created:** | 3/14/2023 | | | **In control:** | City Council |
| **On agenda:** | 3/30/2023 | | | **Final action:** | |
| **Title:** | Proclamation: Proclaiming the Month of April, 2023 as "Water Conservation Month". (Utilities Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Water Conservation Month.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: March 14, 2023
Agenda Date: March 30, 2023
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Proclamation: Proclaiming the Month of April, 2023 as "Water Conservation Month".

## BACKGROUND:

na

## STRATEGIC PLAN CONNECTION:

na

## BUDGETARY IMPACT:

na

## PREVIOUS ACTION:

na

## RECOMMENDED MOTION:

Proclamation: Proclaiming the Month of April, 2023 as "Water Conservation Month".



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# PROCLAMATION

***WHEREAS,*** *water is a basic and essential need of every living creature; and*

***WHEREAS,*** *The State of Florida, Water Management Districts and the City of Cocoa are working together to increase awareness about the importance of water conservation; and*

***WHEREAS,*** *the City of Cocoa and the State of Florida have designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and*

***WHEREAS,*** *the City of Cocoa has always encouraged and supported water conservation, through various educational programs and special events; and*

***WHEREAS****, every business, industry, school and citizen can make a difference when it comes to conserving water; and*

***WHEREAS,*** *every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community; and*

***WHEREAS,*** *"Leak Prevention" is this year's theme and is commonly thought to be the first step in conserving water; the City of Cocoa will encourage citizens and businesses to focus on fixing leaks; and*

***WHEREAS,*** *The City of Cocoa, Florida is calling upon each citizen and business to help protect our precious resources by practicing water-saving measures and becoming more aware of the need to save water. For this, the 25th year of Water Conservation Month, there will be a special focus on fixing leaks and all forms of water loss.*

***NOW, THEREFORE,*** *I, Mayor Michael C. Blake, on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim the month of April, 2023 as:*

***"Water Conservation Month"***

CITY OF COCOA CORPORATE SEAL FLORIDA

*WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 30th day of March, 2023.*

Michael C. Blake

*Mayor*

*ATTEST:*

Carie Mealy

*City Clerk*

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 23-219 | **Version:** | 1 | **Name:** | |
| **Type:** | Awards/Presentations | | | **Status:** | Agenda Ready |
| **File created:** | 3/24/2023 | | | **In control:** | City Council |
| **On agenda:** | 3/30/2023 | | | **Final action:** | |
| **Title:** | Proclamation: Proclaiming the Month of March as "Hemophilia and Bleeding Disorders Awareness Month". (Deputy Mayor Hearn) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Hemophilia & Bleeding Disorders Awareness Month.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: March 24, 2023
Agenda Date: March 30, 2023
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Proclamation: Proclaiming the Month of March as "Hemophilia and Bleeding Disorders Awareness Month"

## BACKGROUND:

na

## STRATEGIC PLAN CONNECTION:

na

## BUDGETARY IMPACT:

na

## PREVIOUS ACTION:

na


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## RECOMMENDED MOTION:

Proclamation: Proclaiming the Month of March as "Hemophilia and Bleeding Disorders Awareness Month"



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# PROCLAMATION

***WHEREAS,*** *Hemophilia is a rare disorder in which your blood doesn't clot normally because it lacks sufficient blood-clotting proteins (clotting factors); and*

***WHEREAS,*** *If you have hemophilia, you may bleed for a longer time after an injury than you would if your blood clotted normally causing weakness of the voluntary muscles; and*

***WHEREAS,*** *Symptoms of hemophilia may include unexplained and excessive bleeding, large or deep bruises, pain in joints, and nosebleeds without a known cause; and*

***WHEREAS,*** *the Bleeding Disorders Coalition of Florida (BDCF) is an advocacy organization founded by the Hemophilia Foundation of Greater Florida and the Florida Hemophilia Association to be the voice of the Florida bleeding disorders community; and*

***WHEREAS,*** *the Bleeding Disorders Coalition of Florida has been serving the bleeding disorders community to improve their quality of life by offering programs and services, such as a medically supervised camp, scholarships, advocacy efforts, emergency financial assistance, educational programs, etc., to support healthier and more independent lives.*

***NOW, THEREFORE,*** *I, Mayor Michael C. Blake, on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim the month of March 2023 as:*

***"HEMOPHILIA AND BLEEDING DISORDERS AWARENESS MONTH"***

CITY OF COCOA CORPORATE SEAL FLORIDA

*WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 30th day of March, 2023.*

_____

*Mayor*

*ATTEST:*

_____

*City Clerk*

## Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 23-173 | **Version:** | 1 | **Name:** | |
| **Type:** | Awards/Presentations | | | **Status:** | Agenda Ready |
| **File created:** | 3/2/2023 | | | **In control:** | City Council |
| **On agenda:** | 3/30/2023 | | | **Final action:** | |
| **Title:** | Presentation/Update by Family Promise of Brevard. (Tara Pagliarini, Executive Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: March 23, 2023
Agenda Date: March 30, 2023
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Presentation/Update by Family Promise of Brevard.

## BACKGROUND:

na

## STRATEGIC PLAN CONNECTION:

na

## BUDGETARY IMPACT:

na

## PREVIOUS ACTION:

na

## RECOMMENDED MOTION:

Presentation/Update by Family Promise of Brevard.



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# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 23-179 | **Version:** | 1 | **Name:** | |
| **Type:** | Resolution | | | **Status:** | Consent Agenda |
| **File created:** | 3/6/2023 | | | **In control:** | City Council |
| **On agenda:** | 3/30/2023 | | | **Final action:** | |

**Title:** Request Council to award Bid # B 23-16-COC to the lowest and responsive bidder Integrated Fire & Security Solutions, Inc. (IFSS) for the Fire Alarm Panel Upgrade at the Historic Cocoa Village Playhouse in the amount of $113,602 and execute the agreement. Approve a Resolution Amending the FY 2023 Budget, BAF # 23-0. Approve a Project Contingency Resolution for approval of any Change Orders not to exceed $10,000. Authorize the City Manager to execute amendments and extensions to the agreement within approved contingency. (Public Works Director)

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**
Budget Resolution FY 2023- ADA Compliant.pdf
BAF 23-057-A-PW-Playhouse Fire Alarm (3-30-23) Agenda 23-179.pdf
B-23-16-COC Construction Agreement - Partial.pdf
Construction Contingency Resolution.pdf
B-23-16-COC FINAL.pdf
IFSS Bid.pdf
B-23-16-COC Bid Tabulation.pdf
IFSS Bid Form - $113,602.45.pdf

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: March 6, 2023
Agenda Date: March 30, 2023
Prepared By: Frank Mirabito, Project Manager
Through: Bryant Smith III, P.E., CFM - Public Works Director / City Engineer
Requested Action:
Request Council to award Bid # B 23-16-COC to the lowest and responsive bidder Integrated Fire & Security Solutions, Inc. (IFSS) for the Fire Alarm Panel Upgrade at the Historic Cocoa Village Playhouse in the amount of $113,602 and execute the agreement. Approve a Resolution Amending the FY 2023 Budget, BAF # 23-0. Approve a Project Contingency Resolution for approval of any Change Orders not to exceed $10,000. Authorize the City Manager to execute amendments and extensions to the agreement within approved contingency.

## BACKGROUND:

During 2022 the Fire Alarm Panel at the Historic Cocoa Village Playhouse stopped operating correctly as the display no longer functioned. Replacement parts are unavailable and it became

necessary to upgrade the Fire Alarm Panel and related systems. This upgrade is necessary for Life Safety.

Bid B-23-16-COC was broadcast on January 31, 2023 closing on Thursday March 2, 2023. One response was received with Integrated Fire & Security Solutions, Inc. (IFSS) as low bidder with a total of $113,602. IFSS has performed work for the City of Cocoa prior and is a vendor in good standing.

## STRATEGIC PLAN CONNECTION:

A working Fire Alarm Panel is essential for the life safety functions of the Playhouse.

## BUDGETARY IMPACT:

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

| | |
|---|---|
| Amount Requested | $113,602.45 |
| Account Number | _001-0000-389.99-50 |
| Account Name | _Fund Balance |

| | |
|---|---|
| Amount Requested | $113,602.45 |
| Account Number | _001-3560-519.64-00 PW23PF |
| Account Name | _Machinery & Equipment |

The Original PO will not include project contingency.

## PREVIOUS ACTION:

N/A

## RECOMMENDED MOTION:

Request Council to award Bid # B 23-16-COC to the lowest and responsive bidder Integrated Fire & Security Solutions, Inc. (IFSS) for the Fire Alarm Panel Upgrade at the Historic Cocoa Village Playhouse in the amount of $113,602 and execute the agreement. Approve a Resolution Amending the FY 2023 Budget, BAF # 23-0. Approve a Project Contingency Resolution for approval of any Change Orders not to exceed $10,000. Authorize the City Manager to execute amendments and extensions to the agreement within approved contingency.



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**RESOLUTION NO. 2023-028**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2023; 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, 2022, and ending on September 30, 2023, at a Regular meeting held on September 27, 2022; 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 2022-2023 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, at a Special City Council meeting assembled on the 30th day of March, 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

# Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=11786772&GUID=1F204CBC-FE30-4729-ACF9-630741B81EE3* is a secure document that has been embedded in this document. Double click the pushpin to view.



**CONSTRUCTION AGREEMENT**
**B-23-16-COC**

**THIS AGREEMENT** is made this ____ day of _____, 20__ by and between the **CITY OF COCOA**, a Florida municipal corporation (herein referred to as OWNER) and **INTEGRATED FIRE & SECURITY SOLUTIONS, INC.**, a for-profit Corporation authorized and duly licensed to do business in the State of Florida (herein referred to as CONTRACTOR), as follows:

1. **DESCRIPTION OF WORK** - CONTRACTOR shall perform the work, in accordance with the Contract Documents for upgrades to the Cocoa Village Historic Playhouse Fire Alarm System ("the Project").

2. **CONTRACT DOCUMENTS** - The Contract Documents consist of this Agreement; Exhibits and Addendum(s) to the Agreement; ITB Documents issued by the City, dated January 31, 2023 attached as exhibit A; Contractor's Bid Submittal, dated March 2, 2023 attached as exhibit B; General Conditions, if any; Supplemental Terms and Conditions by the City, if any; all Change Orders approved by the City after execution of this Agreement. These Contract Documents are hereby incorporated into this Contract by this reference. The CONTRACTOR represents and agrees that it has carefully examined and understands this Agreement and the other Contract Documents, has investigated the nature, locality and site of the Work and the conditions and difficulties under which it is to be performed and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the OWNER, or of any of their respective officers, agents, servants, or employees. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intent of the Contract Documents is to include all labor, materials, equipment, transportation, taxes, fees and incidentals necessary for the proper and complete execution of the Work for each Project. Materials or Work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards. Any discrepancies or omissions found in the Contract Documents shall be reported to the City's Project Manager immediately. The City's Project Manager will clarify discrepancies or omissions, in writing, within a reasonable time.

3. **ORDER OF PRECEDENCE** - In case of any inconsistency in any of the documents bearing on the Agreement between the OWNER and the CONTRACTOR, the inconsistency shall be resolved by giving precedence in the following order:

    a. Change Orders

    b. Agreement, Exhibits and Addenda

    c. Supplemental Terms and Conditions

    d. General Terms and Conditions

    e. Engineering Plans and Drawings

    f. ITB B-23-16-COC issued by the City of Cocoa dated January 31, 2023,

including any subsequently issued Addenda

g. Contractor's Bid Submittal

Any inconsistency in the work description shall be clarified by the OWNER and performed by the CONTRACTOR.

4. **AGREEMENT INTERPRETATION** - At its discretion, during the course of the work, should any errors, ambiguities, or discrepancies be found in the Contract Documents, the OWNER at its sole discretion will interpret the intent of the Contract Documents and the CONTRACTOR hereby agrees to abide by the OWNER's interpretation and agrees to carry out the work in accordance with the decision of the OWNER.

5. **BRAND NAME MATERIALS** - Whenever Materials or Equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. The CONTRACTOR will be responsible for all coordination necessary to accommodate the material, article, or equipment being provided without additional cost to the OWNER. Unless the name is followed by words indicating that no substitution is permitted, a substitute material, article, or equipment is allowed if it is reasonably equivalent to the brand name specified and CONTRACTOR certifies in writing that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. . The OWNER has full discretion to decide whether a substitute is reasonably equivalent. CONTRACTOR must notify the OWNER in writing prior to use of the substitute for a specified brand name and allow the OWNER to make a determination before CONTRACTOR uses the substitute.

6. **CONTRACT TIME** -

a. All provisions regarding Contract Time are essential to the performance of this Contract.

b. Contract Time is considered to begin when OWNER issues Notice to Proceed (NTP) to the CONTRACTOR. OWNER acknowledges that longer than usual lead times may exist for certain equipment related to the project work and will coordinate the issuance of NTP so that Contract Time will begin upon originally anticipated receipt of required equipment. OWNER may grant contract time extensions for reasonable and verifiable delays as substantiated by the CONTRACTOR. CONTRACTOR agrees to provide proof of submittals if requested by OWNER. The Work shall be substantially completed within sixty (60) calendar days after the date when the Contract Time begins to run. The Work shall be finally completed, ready for Final Payment within thirty (30) calendar days after the actual date of Substantial Completion.

The date of Substantial Completion of the Work is the date certified in writing by the OWNER when construction is sufficiently complete, in accordance with the contract documents, so the OWNER can occupy or utilize the work for its intended purpose, as expressed by the contract documents.

c. 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.

d. In the event that the Work requires phased construction, then multiple points of Substantial Completion may be established in the Supplementary Conditions.

7. **LIQUIDATED DAMAGES** - OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Paragraph 6 above, plus any extensions thereof allowed in accordance with the General Conditions. OWNER and CONTRACTOR also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **$500** for each calendar day that expires after the time specified in Paragraph 6 for substantial completion until the work is substantially complete and **$250** for each calendar day that expires after the time specified in Paragraph 6 for final completion until the work is finally complete. The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if the CONTRACTOR has abandoned the Work. This provision binds Contractor's performance bond surety.

8. **CONTRACT PRICE, UNIT PRICE CONTRACT** - The OWNER will pay the CONTRACTOR in current funds for the performance of the work in accordance with the Contract Documents, subject to additions and deductions approved by Change Order, the Total Contract Price of One Hundred Thirteen Thousand, Six Hundred and Two dollars **($113,602)**. 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, 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 may 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 OWNER, 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.

9. **TERMINATION; DEFAULT BY CONTRACTOR AND OWNER'S REMEDIES -** The OWNER reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, for convenience. Further, the OWNER reserves the right to revoke and terminate this Agreement 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 OWNER 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 shall have such time as is reasonably necessary to remedy the default, provided the CONTRACTOR promptly takes and diligently and continuously pursues such actions 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 Work hereunder; or

d. CONTRACTOR has committed any act of fraud upon the OWNER; or

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

f. 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 OWNER may have under this Agreement.

In the event of an uncured default by CONTRACTOR, the OWNER shall have the right to exercise any other remedy the OWNER may have by operation of law, without limitation, and without any further demand or notice. In the event of such termination, OWNER 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, which may be a set-off to Owner's damages.

10. **FORCE MAJEURE -** 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 OWNER 's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; or order by any regulatory agency; ; 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.

11. **SEVERABILITY -** In the event any portion or part thereof of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the validity and enforceability of the remaining parts of this Agreement shall otherwise be fully enforceable

12. **PROGRESS PAYMENTS; DUE DATE FOR PROGRESS PAYMENTS; SUBMITTAL OF PAYMENT REQUESTS** – No payments shall be made where a Payment and Performance Bond is required herein until OWNER receives a certified copy of the recorded Bond. OWNER shall make progress payments on account of the contract price to CONTRACTOR, on the basis of application for payments submitted to the OWNER or OWNER's Project Manager, by CONTRACTOR as the work progresses, and in accordance with the Contract Documents.

Progress payments may be withheld if:

a. Work is found defective and not remedied;

b. CONTRACTOR does not provide consent of surety with each payment application;

c. Another contractor is damaged by an act for which CONTRACTOR is responsible; or

d. In the opinion of the OWNER that CONTRACTOR's work is not progressing satisfactorily.

OWNER herein (__X__) designates or (____) does not designate an agent, i.e., an architect or engineer, that must approve any payment request or invoice before the payment request or invoice is submitted to OWNER for payment. If an agent must approve the payment request or invoice before the payment request or invoice is submitted to OWNER, payment is due 25 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment request or invoice does not meet contract requirements. The CONTRACTOR may send OWNER an overdue notice. If the payment request or invoice is not rejected within 4 business days after delivery of the overdue notice, the payment request or invoice shall be deemed accepted, except for any portion of the payment request or invoice that is inaccurate or misleading. If an agent need not approve the payment request or invoice submitted by CONTRACTOR, payment is due 20 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment request or invoice does not meet contract requirements. If OWNER disputes a portion of a

payment request or an invoice, the undisputed portion shall be timely paid. OWNER shall reject payment requests or invoices in accordance with the procedure established in s. 218.735, Florida Statutes.

OWNER hereby identifies City of Cocoa Accounts Payable, Attn: accountspayble@cocafl.org as the agent or office to which the CONTRACTOR must submit payment requests or invoices to OWNER. The OWNER further hereby identifies Gary Palmer, Public Works Facilities and Grounds Manager, Attn: gpalmer@cocofl.gov as the agent that must approve payment requests prior to their submission to OWNER.

13. **FINAL PAYMENT; CHANGE ORDERS** - OWNER shall withhold up to 5% of the Contract Price throughout the project in accordance with the Local Government Prompt Payment Act ("Act"). The retainage amount withheld may be released with the Final Payment after the issuance of the Final Completion Certificate. Consent of surety is required for final payment. OWNER shall make final payment to CONTRACTOR within thirty (30) days after the work is fully and properly completed, if the contract has been fully and timely performed, but subject to the condition that final payment shall not be due until CONTRACTOR has delivered to OWNER all close-out documentation.

By making payments OWNER does not waive claims including but not limited to those relating to:

a. Faulty work appearing after substantial completion has been granted;

b. Work that does not comply with the Contract Documents; or

c. Failure of Contractor to comply with any special guarantees required by the Contract Documents.

Progress payments may be withheld if Work is found defective and not remedied; CONTRACTOR does not provide consent of surety with each progress application a subcontractor is damaged by an act for which CONTRACTOR is responsible; ; or in the opinion of the OWNER, CONTRACTOR'S work is not progressing satisfactorily. Further, OWNER may withhold additional payment in anticipation of liquidated damages equal to the product of the number of Days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in this Contract if CONTRACTOR is behind schedule and it is anticipated by OWNER that the Work will not be completed within the Contract Time. The additional payment, under this subsection, may at the OWNER'S discretion be withheld from subsequent Progress Payments.

The City, by written change order and without invalidating the Agreement, may order extra Work or make changes by altering, adding to, or deducting from the Work, the contract sum being adjusted accordingly. Additional time required for any change in Work must be included with the requested Change Order.

In giving instructions, the City's Project Manager will have authority to make minor changes in the Work, not involving extra cost or time, and not inconsistent with the purpose of the Work, but otherwise, except in an emergency endangering life or property, no extra work or change will be made unless it goes through the City's written Change Order

process and is approved by the City, and no claim for an addition to the contract sum or time will be valid unless so ordered in writing.

The value of any such extra Work or change will be determined in one or more of the following ways:

1. By mutual acceptance of a lump sum.
2. By unit prices named in the contract or subsequently agreed upon.
3. By cost and percentage or by cost and a fixed fee.

If none of the above methods is agreed upon, the CONTRACTOR, provided it receives an order as above, shall proceed with the work. In such case and also under case (3) above, the CONTRACTOR shall keep and present in such form as the City's Project Manager may direct, a correct account of the actual cost of labor and materials, substantiated by back-up documentation. In any case, the City's Project Manager will certify to the amount, including reasonable allowances for overhead and profit, due to the CONTRACTOR. Pending final determination of value, payments on account of changes will be made on the City's Project Manager's estimate. Furthermore, if the CONTRACTOR claims that any instructions by drawings or otherwise involve extra cost under the Contract Documents, it shall give the City written notice thereof within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided above under this section. Claims will not be processed unless filed in writing before any work has commenced. In addition, if the City's Project Manager deems it appropriate the City may accept defective or incomplete work and an equitable deduction from the Contract Price will be made therefor by Change Order.

14. **DESIGNATION OF PROJECT MANAGER OR ARCHITECT OR LANDSCAPE ARCHITECT: DUTIES AND AUTHORITY** - The duties and authority of the OWNER are as follows:

a. **General Administration of Contract**. The primary function of the OWNER is to provide the general administration of the contract. In performance of these duties, Gary Palmer, Public Works Facilities and Grounds Manager, or his authorized representative is the OWNER's Project Manager during the entire period of construction. The OWNER (CITY) may change the Project Manager during the term of this contract.

b. **Inspections, Opinions, and Progress Reports.** The OWNER and its representatives shall be kept familiar with the progress and quality of the work by CONTRACTOR and may make periodic visits to the work site. The OWNER 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 OWNER and its representatives 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 on-site 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. No inspector is authorized to change any provision of the specifications without written authorization of the

City's Project Manager, nor shall the presence or absence of an inspector relieve the CONTRACTOR from any requirements of the Contract Documents.

If the specifications, the City's instructions, laws, ordinances, or any public authority, require any work to be specially tested or approved, the CONTRACTOR shall give the City timely notice of its readiness for inspection, and of the date fixed for such inspection. Inspections by the City's Project Manager will be promptly made.

If upon inspection such work is found not in accordance with the Contract Documents, the CONTRACTOR shall pay such cost, including compensation for professional services, and an appropriate deductive Change Order shall be issued.

d. **Interpretation of Contract Documents: Decisions on Disputes.** The OWNER will be the initial interpreter of the contract document requirements, and make decisions on claims and disputes between Contractor and Owner.

e. **Rejection and Stoppage of Work.** The OWNER 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 OWNER will determine the amounts owing to CONTRACTOR as the work progresses, based on CONTRACTOR's applications and OWNER's inspections and observations, and will issue certificates for progress payments and final payments in accordance with the terms of the Contract Documents.

g. **City Reviews and Status.** The City's review, inspection, or approval of any Work, applications for payment, or other submittals shall be solely for the purpose of determining whether the same are generally consistent with the City's scope and requirements for the project. No review, inspection, or approval by the City of such Work or documents shall relieve the CONTRACTOR of its responsibility for the performance of its obligations under the Contract Documents or the accuracy, adequacy, fitness, suitability, or coordination of the Work. Approval by any governmental or other regulatory agency or other governing body of any Work, design document, or construction document shall not relieve CONTRACTOR of responsibility for the performance of its obligations under the Contract Documents. Payment by the City pursuant to the Contract Documents shall not constitute a waiver of any of the City's rights under the Contract Documents or at law, and CONTRACTOR expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by the City. Notwithstanding the foregoing, prompt written notice shall be given by the City or City Project Manager to the CONTRACTOR if the City becomes aware of any fault or defect in the Projects or non-conformance with the Contract Documents. Furthermore, the City shall not have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor shall the CONTRACTOR, for any of the foregoing purposes, be deemed the agent of the City.

15. **PROGRESS MEETINGS** – OWNER'S Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the OWNER, 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 OWNER'S Project Manager.

16. **RESPONSIBILITIES OF CONTRACTOR** - 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 OWNER 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 OWNER, 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 OWNER. The one (1) period is not a limitation upon manufacturer warranties or CONTRACTOR's payment and performance Bond(s).

f. **Project Site.** The CONTRACTOR shall, among other things, (i) visit and thoroughly inspect the project site and any structure(s) or other man-made features to be modified and

become familiar with local conditions under which the project will be constructed and operated; (ii) if applicable, familiarize itself with the survey, including the location of all existing buildings, utilities, conditions, streets, equipment, components, and other attributes having or likely to have an impact on the project; (iii) familiarize itself with the City's layout and design requirements, conceptual design objectives, and budget for the project; (iv) familiarize itself with pertinent Project dates, including the Project Schedule; (v) review and analyze all project geotechnical, hazardous substances, structural, chemical, electrical, mechanical, and construction materials tests, investigations, and recommendations; and (vi) gather any other information necessary for a thorough understanding of the project. If the project involve modifications to any existing structure(s) or other man-made feature(s) on the project site, the CONTRACTOR shall also review all as-built and record drawings, plans, and specifications of adjacent work which the CONTRACTOR requests from the City , and shall thoroughly inspect the existing structure(s) and man-made feature(s) to identify existing deficiencies and ascertain the specific locations of pertinent structural components. Claims by the CONTRACTOR resulting from its failure to familiarize itself with the project site or pertinent documents shall be deemed waived.

17. **ASSIGNMENT -** CONTRACTOR shall not assign this Agreement, or any rights or any monies due or to become due hereunder without the prior, written consent of the OWNER.

a. CONTRACTOR shall be fully responsible to OWNER for all acts and/or omissions performed by its subcontractors.

b. If CONTRACTOR, prior to the commencement of any Work subcontracts any part of this Agreement by the subcontractor, CONTRACTOR shall require the subcontractor to provide OWNER and its affiliates with insurance coverage as set forth by the OWNER.

18. **THIRD PARTY RIGHTS -** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONTRACTOR.

19. **PROHIBITION AGAINST CONTINGENT FEES -** 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.

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

21. **INDEMNIFICATION –** CONTRACTOR shall indemnify and hold harmless the OWNER, its officers, employees, agents, engineer, and city attorneys (individually and in their official capacity, from liability, losses, damages, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement.

CONTRACTOR specifically assumes potential liability for actions brought by CONTRACTOR'S own employees against the OWNER and, solely for the purpose of this indemnification and defense, 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.

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 OWNER, 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 OWNER or its officers, employees, and city attorneys which may covered by this indemnification. In all events the OWNER and its officers, employees, engineer, 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.

In consideration of the CONTRACTOR's indemnity obligations, the parties allocate ONE PERCENT (1%) OF THE CONTRACT SUM as specific consideration for CONTRACTOR's indemnification of OWNER and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

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

22. **SAFETY -** CONTRACTOR shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, contractors, and agents while performing work provided hereunder. More specifically, the CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All employees on the project site and other persons who may be affected thereby.
2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the project site.
3. Other property at the project site or adjacent thereto.

CONTRACTOR shall comply with all applicable Federal Occupational Safety and Health Administration (OSHA) and Florida Department of Transportation safety standards and shall assure and monitor the compliance of its Subcontractors with those same standards.

Further, CONTRACTOR shall work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines, and shall supply all information about hazardous chemical being brought onto City property as required by any applicable City Safety and Loss Control Program.

23. **CORPORATE REPRESENTATIONS BY CONTRACTOR -** CONTRACTOR hereby represents and warrants to the OWNER 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 signatory for CONTRACTOR has the power, authority, and the legal right to enter into and perform the obligations set forth in this Agreement and all applicable exhibits thereto, and the execution, delivery, and performance hereof by CONTRACTOR has been duly authorized by the board of directors and/or president of CONTRACTOR. In support of said representation, CONTRACTOR agrees to provide a copy to the OWNER of a corporate certificate of good standing provided by the State of Florida prior to the execution of this Agreement.

c. CONTRACTOR is duly licensed under all local, state and federal laws to provide the work stated in paragraph 1.0 herein. In support of said representation, CONTRACTOR agrees to provide a copy of all said licenses to the OWNER prior to the execution of this Agreement.

24. ~~**BOND** – CONTRACTOR shall supply a materials, performance and payment bond(s) in accordance with Florida law and in substantially in conformance with the forms attached to the Agreement and approved by the City Attorney. The materials, performance, and payment amounts shall be in an amount equal to 100% of the Contract Price for the work prescribed herein. The issuance of bonds required under this Agreement shall not relieve Contractor of any liability under the Agreement. Contractor shall remain jointly and severally liable with any surety issuing a bond under the Contract. The premium for such bonds is included in the Contract Price.~~ Not Applicable

25. **INSURANCE -** During the term of this Agreement, CONTRACTOR shall be responsible for providing the types of insurance and limits of liability as set forth under this Paragraph. Additionally, all independent contractors or agents employed by CONTRACTOR to perform any Work hereunder shall fully comply with the insurance provisions contained in these Contract Documents.

a. The CONTRACTOR shall maintain comprehensive general liability insurance in the minimum amount of $2,000,000 as the combined single limit for each occurrence to protect the CONTRACTOR from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

b. 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.

c. The CONTRACTOR shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by law and

Employer's Liability Insurance in the minimum amount of $2,000,000 for all of its employees performing Work for the OWNER pursuant to this Agreement.

d. 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 the Total Contract Price. CONTRACTOR shall maintain the builder risk insurance required by this subsection until final completion.

Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. A copy of a current Certificate of Insurance shall be provided to the OWNER by CONTRACTOR upon the Effective Date of this Agreement which satisfied the insurance requirements of this Paragraph 25. Renewal certificates shall be sent to the OWNER 30 days prior to any expiration date. There shall also be a 30-day advance written notification to the OWNER in the event of cancellation or modification of any stipulated insurance coverage. **The OWNER and its engineer shall be an additional named insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation and professional liability policies**.

Insurance covering the specified additional insureds shall be primary insurance, and all other insurance carried by the additional insured shall be excess insurance; and with respect to workers' compensation and employer's liability, comprehensive automobile liability, commercial general liability, and umbrella liability insurance, CONTRACTOR shall require CONTRACTOR's insurance carriers to waive all rights of subrogation against OWNER and its engineer, the engineer's consultants, and their respective officers, directors, partners, employees and agents.

Each policy shall contain a cross liability or severability of interest clause or endorsement.

26. **MEDIATION/VENUE** - The parties agree that should any dispute arise between them regarding the terms or performance of this Agreement, both parties will participate in mediation. The parties agree to equally share the cost of the mediator. Should the parties fail to resolve their differences through mediation, then any cause of action filed hereunder shall be filed in the Circuit or County Court for BREVARD County, Florida. The Contractor's surety is bound by this provision.

27. **GOVERNING LAW & VENUE -** 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. The Contractor's surety is bound by this provision.

28. **ATTORNEY'S FEES -** Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal. This provision does not apply to Contractor's surety.

29. **NOTICES** - Any notice or approval under this Contract shall be sent, postage prepaid, to the applicable party at the address shown on the first page of this Contract.

30. **WORK IS A PRIVATE UNDERTAKING -** With regard to any and all Work performed hereunder, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the OWNER and CONTRACTOR is such that the CONTRACTOR is an independent contractor and not an agent of the OWNER. The CONTRACTOR, its contractors, partners, agents, and their employees are independent contractors and not employees of the OWNER. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the OWNER, on one hand, and the CONTRACTOR, its contractors, partners, employees, or agents, during or after the performance of the Work under this Agreement.

31. **DOCUMENTS** - **Public Records**: It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR and its independent contractors and associates related, directly or indirectly, to this Agreement, may be deemed to be a Public Record whether in the possession or control of the OWNER or the CONTRACTOR. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the OWNER's City Manager. Upon request by the OWNER, the CONTRACTOR shall promptly supply copies of said public records to the OWNER. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the CONTRACTOR be open and freely exhibited to the OWNER 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 OWNER upon delivery of a written notice of cancellation. If CONTRACTOR fails to comply with this Section, and the OWNER must enforce this Section, or the OWNER 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 OWNER 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 OWNER shall also be entitled to reimbursement of all attorneys' fees and damages which the OWNER 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.

The CONTRACTOR acknowledges that the OWNER is a Florida municipal corporation and subject to the Florida Public Records Law. CONTRACTOR agrees that to the extent any document produced by CONTRACTOR under this Agreement constitutes a Public Record; CONTRACTOR shall comply with the Florida Public Records Law.

**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, Carie Shealy, City Clerk's Office, 65 Stone Street, Cocoa, Florida 32922.**

32. **SOVEREIGN IMMUNITY** - The OWNER 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 OWNER's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the OWNER's potential liability under state or federal law. CONTRACTOR agrees that OWNER shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, OWNER 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. **HEADINGS** - Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

34. **INTEGRATION; MODIFICATION** - The drafting, execution, and delivery of this Agreement by the Parties has been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. Modifications of this Agreement shall only be made in writing signed by both parties.

35. **WAIVER AND ELECTION OF REMEDIES** - 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. 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. 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.

36. **DRAFTING** - OWNER 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.

37. **NOTICE** - Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, certified mail, return receipt requested, postage prepaid to:

For CONTRACTOR:

| | |
|---|---|
| Company Name: | Integrated Fire & Security Solutions, Inc. |
| Attn: | Tim Melnick |
| Address: | 1970 DANA Drive |
| | FT. MYERS, FL 33907 |
| Phone: | 239 415 4374 X 400 |
| Email: | Tmelnick@IFSSi.com |

For OWNER:

City of Cocoa
Attn: City Manager
65 Stone Street
Cocoa, Florida
321-433-8660

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

38. **CONFLICT OF INTEREST**.

a. The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Contract with the OWNER or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government and the OWNER's Personnel Policies.

b. The CONTRACTOR hereby certifies that no officer, agent or employee of the OWNER has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over five percent (5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this CONTRACT.

c. Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the OWNER pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

39. **ADDITIONAL ASSURANCES**.

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 Work required by this Agreement by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

b. No principal (which includes officers, directors, or executive), 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 OWNER; and

c. No principal (which includes officers, directors, or executive), individual holding a professional license and performing Work under this Agreement, employee or agent has

willfully offered an employee or officer of the OWNER any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

40. **E-VERIFY** - Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. City Contractors must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract, and shall result in the immediate termination of the contract without penalty to the City. The City Contractor shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. If the City Contractor utilizes Subcontractors the following shall apply:

    a. Contractor shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.

    b. Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

    c. Contractor shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seal on the date first above written.

**CITY OF COCOA**

By: _____
Michael Blake, Mayor

Date: _____

ATTEST:

_____
Carie Shealy, City Clerk

**CONTRACTOR**

**INTEGRATED FIRE & SECURITY SOLUTIONS, INC.**

By: _____

Tim Melnick - Branch Manager
Print Name and Title

Date: 3/16/23

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of (✓) physical presence or (___) online notarization, this 10 day of March, 2023, by Timothy Melnick, the Branch Manage of Integrated Fire + Security Solutions, INC, who is personally known to me or who produced Drivers License as identification and who did take an oath.

MICKAYLA SOUDERS
Notary Public - State of Florida
Commission # HH 344314
My Comm. Expires Dec 26, 2026

Mickayla Souders
(Notary Public Signature)

Mickayla Souders
(Print Name)
Notary Public, State of Florida
Commission No.: HH344314
My Commission Expires: 12-26-26

**EXHIBIT A**
**Invitation for Bid B-23-16-COC**
**Published January 31, 2023**

**EXHIBIT B**
**Contractor Response**
**Submitted March 2, 2023**

**RESOLUTION NO. 2023-029**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE CONTRACT FOR THE UPGRADE OF THE HISTORIC COCOA VILLAGE FIRE ALARM PANEL IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE $10,000 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 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,** in conjunction with this authorization, the City Council desires to streamline the approval of change orders to the extent necessary in order to expedite the construction of the project; and

**WHEREAS,** the City Council deems it to be in the best interest of the City of Cocoa to authorize the City Manager to approve the aforementioned change orders 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, provided the total amount of approved change orders do not cause the construction budget to exceed the total $123,602.45 budgeted by the City Council for this project inclusive of the $10,000 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 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 Special meeting assembled on March 30, 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

| | City of Cocoa \| Finance Department \| Purchasing & Contracts Division<br>65 Stone Street, Cocoa, FL 32922<br>Phone: 321-433-8833 \| Fax: 321-433-8690 | Solicitation Number: ITB B-23-16-COC |
|---|---|---|
| | **INVITATION TO BID (ITB)** | Due Date: 03/02/2023 |
| **TITLE:** Cocoa Village Historic Playhouse Fire Alarm Panel and Annunciator Replacement | | |

Issuance | Release Date: Tuesday, January 31, 2023
To: All Prospective Bidders
From: Brian Dale, Purchasing Manager

The City of Cocoa is accepting sealed bids from all licensed, qualified firms or individuals interested in providing the construction services as described in this Invitation to Bid (ITB).

**Summary of Project:**
The City of Cocoa is soliciting for a contractor to provide construction services to replace the current fire alarm panel with a new Silent Knight 6808 Fire Panel with Silent Knight 6860 Annunciator Replacement located at the Cocoa Village Historic Playhouse 300 Brevard Avenue, Cocoa, Florida, 32922. The Existing Fire Alarm Panel is out of date and parts are no longer available, requiring replacement.

If you are interested in preparing a response to this ITB, please read the requirements carefully and complete the bid in the manner as set forth in this ITB document. Your response is considered a binding offer to perform in the manner described in the bid response and shall remain a firm offer for a period of ninety-day (90) days from public opening.

**There will be a NON-MANDATORY Pre-Bid conference held for this project on Thursday, February 16, 2023 at 10:00am EST at the Cocoa Village Historic Playhouse, 300 Brevard Avenue, Cocoa, Florida, 32922**.

Questions regarding this solicitation must be received in writing at the address above no later than **Tuesday, February 21, 2023 at 5:00pm EST.** Responses to those questions considered material to the solicitation shall be distributed via formal addenda and posted to the City of Cocoa website: https://www.cocoafl.gov and to the City's online bidding platform, Vendor Link, http://www.myvendorlink.com.

**All Bidders are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.**

The successful Bidder(s) must demonstrate in their submittal to be the lowest, most responsible, and responsive Bidder which best meets the specifications and serves the overall needs of the City. Bids should be prepared in accordance with the ITB instructions and recheck all bid prices thoroughly. Failure to provide the response in the manner prescribed herein may be grounds for disqualification of the submittal.

All services performed shall be in accordance with the specifications pertaining thereto, which may be examined at the office of the Purchasing & Contracts Manager, located at 65 Stone St., Cocoa, Florida 32922. Copies of all documents, including blank bid/proposal forms, may be obtained from Vendor Link by visiting their web site at http://www.myvendorlink.com. You may contact the City of Cocoa Purchasing Division by email: purchasing@cocoafl.gov. Small Business Set Asides (i.e., Woman Owned, Minority, Veteran, Disadvantaged etc.) are encouraged to submit bid/proposals concerning this solicitation.

| | City of Cocoa \| Finance Department \| Purchasing & Contracts Division<br>65 Stone Street, Cocoa, FL 32922<br>Phone: 321-433-8833 \| Fax: 321-433-8690 | **Solicitation Number: ITB B-23-16-COC** |
|---|---|---|
| | **INVITATION TO BID (ITB)** | **Due Date: 03/02/2023** |
| **TITLE:** Cocoa Village Historic Playhouse Fire Alarm Panel and Annunciator Replacement | | |

The City of Cocoa supports local vendors and offers a five (5%) percent preference given to Brevard County contractors / contractors whose physical business address is within the physical boundaries of Brevard County and such location is evidenced by the local business tax receipt issued for at least six (6) months prior to the date the bid is submitted. P.O. Boxes shall not be considered a physical business address. Local preference does not apply in the case where contracts are funded in whole or in part by a government entity whose laws or regulations governing such funding prohibit application of a local vendor preference.

The City reserves the right to reject any or all bid/proposals, with or without a cause; to waive technical errors and informalities; and to award bid/proposals to the lowest responsive, responsible bid/proposer. One or more of the City Council members may be present at the bid/proposal opening.

The City reserves the right to waive any and all technicalities, formalities and to reject any or all bid submittals or to re-advertise for bid submittals for these commodities/services. The City may withdraw all or part of this ITB at any time to protect the interests of the City. Thank you for your interest in doing business with the City of Cocoa, Florida.

| | City of Cocoa \| Finance Department \| Purchasing & Contracts Division<br>65 Stone Street, Cocoa, FL 32922<br>Phone: 321-433-8833 \| Fax: 321-433-8690 | Solicitation Number:<br>ITB B-23-16-COC |
|---|---|---|
| | **INVITATION TO BID (ITB)** | Due Date:<br>03/02/2023 |

**TITLE:** Cocoa Village Historic Playhouse Fire Alarm Panel and Annunciator Replacement

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# SECTION 1 INTRODUCTION

## 1.01 DESCRIPTION OF WORK

The Contractor will provide all labor, materials, and equipment necessary to provide construction services to replace the current fire alarm panel with a new Silent Knight 6808 Fire Panel with Silent Knight 6860 Annunciator Replacement located at the Cocoa Village Historic Playhouse 300 Brevard Avenue, Cocoa, Florida, 32922. The Existing Fire Alarm Panel is out of date and parts are no longer available, requiring replacement. This is a turn-key project including startup.

This proposal addresses installation of the Fire Alarm System and Voice Evacuation System as follows:

- Provide an addressable fire alarm system with voice evacuation as per the Florida Fire Prevention Code, 2018 Edition, including installation. Commercial power, raceway conduit, fire wall sleeves, cabling and device rough-in conduit are existing and will be used, necessary modifications and additions are to be included.
- Addressable smoke and heat detectors, addressable manual stations, notification appliances and monitoring modules are to be included as necessary.
- This work includes all tooling as necessary; Previous equipment removal is included as needed.

Contractor to provide signed and sealed shop drawings required for the permits and as-builts. Work to be accomplished during normal business hours. Work to be scheduled around the Playhouse Calendar of Events. Contractor will guarantee work for the period of one year for all parts, and labor in accordance with section 4.10 of this ITB.

## 1.02 MINIMUM QUALIFICATIONS

Bidders responding to this ITB must demonstrate experience and qualifications in performing work similar in size and complexity to this project. Each Bidder must submit the following required information:

1. Qualified Contractor should have a relevant license to install the new Fire Alarm Panel and related work as described.
2. Contractor should be familiar with all codes, certifications, qualifications, and permit requirements for this work.
3. Previous Experience and References: Must be licensed in the state of Florida as a General Contractor or Electrical Contractor with a minimum of three (3) years of experience in performing work similar in size and scope as detailed herein. Provide a brief description of work, including location, dates of contract, names, addresses, email addresses, and telephone numbers of owners by completing **the Reference Form, Attachment "L" included herein**.

4. Evidence of authority to conduct commercial business in the State of Florida - Provide Sunbiz report showing your company registered as "Active".
5. Professional Licenses – Provide all licenses that qualify the firm for the type of work as identified herein.
6. Note if you are not a single prime contractor, you will be required to list, using attachment "K" all subcontractors to be used for this project and their professional licenses.
7. Provide a completed W9 according to section 4.02 of this request.
8. Complete in full all required attachments associated with this request.

Financial Capacity - The Bidder may be required to provide financial performance information upon request by the City. The financial information must be received by the City within five (5) Days of Bidder receiving the written request. Submittals requested pursuant to this subsection may be in addition to those required elsewhere.

### 1.03 PROJECT COMPLETION TIME

The successful bidder shall commence work within Ten (10) days after having been issued a notice to proceed which may be in the form of a purchase order issued by the City. The City will coordinate with the successful bidder regarding the installation schedule around the Playhouse events. Work will be substantially complete within Thirty (30) days after the notice to proceed based on equipment lead times substantiated by the manufacturer. Work must be completed and invoiced prior to September 30, 2023.

### 1.04 SOLICITATION SCHEDULE (This schedule may be revised, as needed)

| Tentative Schedule (all Local Times) | |
|---|---|
| **Task** | **Date** |
| **ITB Released** | **Tuesday, 01/31/2023 at 8:00am EST** |
| **Non-Mandatory Pre-Bid Conference** | **Thursday, 02/16/2023 at 10:00am EST** |
| **Deadline for Questions** | **Tuesday, 02/21/2023 at 5:00pm EST** |
| **Bid Due Date and Time** | **Thursday, 03/02/2023 at 3:00pm EST** |
| **Anticipated Notice of Intent to Award** | **March 2023** |
| **City Council Approval of Contract** | **March/April 2023** |

## Section 2 INSTRUCTIONS TO BIDDERS

### 2.01 BID DOCUMENTS

The ITB documents may be obtained at no charge from the City's website at: VendorLink, LLC https://www.myvendorlink.com. The City of Cocoa's Purchasing & Contracts Division, its Website, and its service provider, VendorLink, LLC are the **only authorized** sources for obtaining solicitation documents. Solicitation documents and forms obtained from any other third-party source may be

incomplete.

Bidders are encouraged to register as a vendor with VendorLink, LLC to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents without the express permission of the City is prohibited.

The City is not responsible for errors or document omissions occurring in the transmission or downloading of any documents from these websites. In the event of any discrepancy between information on these websites and the hardcopy specifications, the terms of the hardcopy specifications shall prevail. For more information call the Purchasing & Contracts Division at (321) 433-8833. Important: The desire of the City to pursue bid submittals shall in no way obligate the City to compensate you for your efforts or to execute a contract with your firm.

## 2.02 BID SUBMITTAL AND DELIVERY

A. Sealed bid submittals must be received in the City's Purchasing & Contracts Division no later than the date and time as specified herein. Bid submittals received after the stated date and time will not be accepted and will be returned unopened. Under no circumstances shall bids delivered after the time specified be considered. The City shall not be responsible for any occurrence for bid submittals delivered incorrectly or to the wrong address or location. No exceptions will be made. The decision to refuse to consider a bid that was received beyond the date/time established in the solicitation shall not be the basis of a protest. Bid submittals shall be delivered to the below address in a sealed envelope or packaging material, plainly marked on the outside with the Bid Number, Title and opening date:

City of Cocoa
Attn: Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922

For your convenience, a **Solicitation Response Identification Label** has been provided to properly identify and affix to your ITB response.

B. If submitted by mail, the bid submittal shall be enclosed in a sealed envelope or packaging material addressed to the Purchasing & Contracts Division. Bids submitted by mail must be received by the Purchasing & Contracts Division by the time specified herein for the opening thereof.

1. Please be advised that United States Postal Service (USPS) Express and Priority service class; are delivered to the City once daily. Accordingly, in order for a submission to be received by the Purchasing & Contracts Division when the services of the USPS are used, a Bidder or bidder is responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and deliver to the City by the submittal due date and time.

2. The City only collects other USPS mail one (1) time per day upon opening of the local Post Office branch, which is then sorted by the City for delivery to the Purchasing & Contracts Division and other City departments. Submissions arriving at the USPS after the initial pick-up by the City will be placed in the City's callbox for pick-up and will not be delivered to or received by the Purchasing & Contracts Division until the next business day.

3. When using the USPS or any other mail delivery services, it is the sole responsibility of the Bidder to ensure that Proposals are received in the Purchasing & Contracts Division by the due date and time. The City shall not be responsible for delays caused by any occurrence.

## 2.03 PUBLIC OPENING

A. Bid submittals will be publicly opened by the Purchasing & Contracts Division on the due date and time, as specified herein, or as soon thereafter as possible. The Bidder's names, the Bid Total and verification of bond submittal, if applicable, will be announced. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Article I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. All other information will be subject to Florida's Open Government Laws to Public Contracting.

B. A bid summary of the Bids and major alternates (if any) will be prepared and made available within a reasonable time after the opening of Bids.

C. Multiple Bids received for the same Work from an individual, firm or partnership, a corporation or association or other legal entity under the same or different names shall not be considered. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of the participants believed to be in such collusion shall not be considered.

D. The City reserves the right to reject any and all Bids, to waive irregularities, and the right to disregard any or all nonconforming, unbalanced or conditional Bids or counter proposals.

E. The City may reject, as non-responsive, Bid submittals that fail to acknowledge receipt of addenda as prescribed, when the addenda results in a material change.

F. If the City elects to accept a Bid which does not acknowledge receipt of an addendum, the Bid shall be construed as though the addendum had been received and acknowledged by the Bidder.

G. Discrepancies between bid sums expressed in words and bid sums expressed in figures shall be resolved in favor of the words. Discrepancies between the sum of any column of figures and the correct sum, shall be resolved in favor of the corrected sum. Discrepancies in the extension of the Unit Price times the estimated quantity for any line item shall be resolved in favor of the correct extension.

## 2.04 UNBALANCED BIDS

As determined by the City and the Procurement Administrator's discretion, the City may consider a solicitation response irregular and reject it if any of the prices are excessively unbalanced (either above or below the amount of a reasonable response) to the potential detriment of the City. The City further reserves the right to require backup documentation from the respondent if, in the City's opinion, the prices are, or appear to be, excessively unbalanced.

## 2.05 ON-LINE SERVICE PROVIDER DISCLAIMER

VendorLink, LLC has no affiliation with the City other than as a service that facilitates communication between the City and its vendors. VendorLink, LLC is an independent entity and is not an agent or representative of the City. Communications to VendorLink, LLC do not constitute communications to the City.

## 2.06 SOLICITATION DOCUMENTS

The City of Cocoa Purchasing & Contracts Division, its website, and its service provider, VendorLink, LLC are the only authorized sources of solicitation documents/forms. Solicitation documents/forms obtained from any other third-party source may be an incomplete set of documents. Proposers using solicitation documents/forms obtained from any other third-party source are advised to register with VendorLink, LLC to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents without the express permission of the City is prohibited.

## 2.07 NON-MANDATORY PRE-BID MEETING

**There will be a NON-MANDATORY Pre-Bid conference held for this project on Thursday, February 16, 2023 at 10:00am EST at the Cocoa Village Historic Playhouse, 300 Brevard Avenue, Cocoa, Florida 32922**. Any changes or updates to this meeting including additional instructions will be posted to the City's online bidding platform, Vendor Link, http://www.myvendorlink.com**.**

**IMPORTANT NOTE**: It is imperative that all Bidders have a clear understanding of the scope of services requirements. As such, the City reserves the right to require a mandatory pre-bid conference. Therefore, in the event a mandatory pre-bid conference is required and/or subsequently scheduled, attendance will be a pre-requisite for a bid submittal; and bid submittals will only be accepted from those who are represented at a mandatory pre-bid conference. Attendance at the pre-bid conference will be evidenced by the Bidder's/representative's signature on the attendance roster. In the event of a mandatory pre-bid conference, the time, date, and location of the meeting will be noted in the released Addendum notifying such requirement. Please plan your travel time accordingly.

## 2.08 CONE OF SILENCE/LOBBYING

A. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Council Member, the City Manager, any requesting or evaluating Department/Division/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the black-out period.

B. A lobbying black-out period commences upon the issuance of this solicitation document.

C. If an award item is presented to City Council for approval or for a request to provide authorization to negotiate a Contract(s) and the City Council refers the item back to the City Manager, Purchasing & Contracts Division and/or requesting Department/Division/Office for further review or otherwise does not take action on the item, the Cone of Silence/Lobbying Black-out Period will be reinstated until such time as the City Council meets to consider the item for action.

D. Bidders, respondents, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any City Council member, the City Manager, any requesting or evaluating Division/Department/Office personnel, and/or any member of the Evaluation Committee concerning an active solicitation during the Cone of Silence/Lobbying Black-out Period.

## 2.09 INTERPRETATIONS AND QUESTIONS

All questions and inquiries concerning procedural matters shall be directed to the Purchasing & Contracts Division. Any questions relating to the interpretation of specifications or any aspect of the solicitation process shall be addressed to the Purchasing & Contracts Division, in writing, by the date stipulated in the tentative schedule in Section 1.

City of Cocoa
Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922
Phone: (321) 433-8833
Email: purchasing@cocoafl.gov

A. It is the Bidder's responsibility to become familiar with and fully informed with the terms, conditions, and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your response after opening or for subsequent protest of award.

B. Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the Purchasing & Contracts Division.

C. Any oral communications will not be authoritative and will not be binding on the City.

D. It is the sole responsibility of the Bidder to contact the Purchasing & Contracts Division **prior** to submitting a bid submittal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with each bid submittal.

E. Addenda will be available to all proposers and will be uploaded to VendorLink, LLC on the Procurement website at: http://www.myvendorlink.com.

## 2.10 BID COMPLETENESS AND COMPLIANCE

Bid submittals shall contain the information as required in this solicitation. Failure to submit all information as requested, substantially incomplete or lack key information may be rejected by the City. The following list details the appropriate proposal format:

A. All items contained in the bid must be in total compliance with the specifications of this solicitation.

B. Alternate bids will not be considered unless specifically called for in this solicitation. Bidders' attention is specifically called to the terms, conditions and special provisions of this solicitation. Please be aware that, under the competitive process, the stipulations set forth herein are fully binding on the Bidder to the extent that you confirm acceptance by your signature on **Attachment, Bid Price Schedule and Acceptance of Bid Terms and Conditions**.

## 2.11 DETERMINING RESPONSIBILITY

The determination as to whether a Bidder is considered responsible shall be at the sole discretion of the City. The City may request information relating to contracts similar to the requirements of this solicitation. The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete projects timely, whose investigations show bidder is not in a position to perform the contract. In determining responsibility, the following qualifications, in addition to price, may be considered:

A. The Bidder's ability, capacity, and skill to provide the goods or to perform the service within the time specified;
B. The character, integrity, reputation, judgement, experience and efficiency of the Bidder;
C. The quality of performance of previous contracts or services including previous performance with the City;
D. The sufficiency of financial resources to meet the obligations of the required contract and to perform the services;
E. Quality Control Program.
F. Contract claims, litigation filed against the Bidder or filed by the Bidder for equitable adjustment; Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association in the past five (5) years.

G. Ability to provide future maintenance, service, and support of the goods/services under contract; and,
H. Whether the Bidder is in arrears to the City on a debt or a contract or is a defaulter on surety to the City; or whether the Bidder's taxes or assessments are delinquent.
I. Such other information as may be relevant or secured.

## 2.12 BID FORMS/REPRODUCTION

A. Bid Forms: All bids must be submitted on the City's standard solicitation forms and must include all applicable completed attachments included herein.

B. Reproduction: Please submit one (1) bound original and one (1) on a USB containing the entire bid submittal formatted to be read with Microsoft® software products or Adobe® PDF software.

## 2.13 BIDDER ACKNOWLEDGEMENT

By submitting a bid response, the Bidder certifies that the Bidder has fully read and understands this ITB document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

## 2.14 BIDS TO REMAIN FIRM

All bids shall remain firm for ninety (90) Days after the day of the Bid opening, but City may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

## 2.15 COST OF SUBMITTAL

The Bidder understands that any and all costs related to the submittal of a proposal is considered an operational cost of the Bidder and shall not be passed on to or be borne by the City. By submission of a bid, the Bidder agrees that any and all costs associated with the preparation of the bid will be the sole responsibility of the Bidder. The Bidder also agrees that the City shall bear no responsibility for any costs associated with the preparation of the bid including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

## 2.16 IMPROPER IDENTIFICATION AND TIMELINESS

The City is not responsible for the failure of a Bidder or the Bidder's agent to submit responses in a timely manner or for a bid submittal that is not properly addressed or identified. Bid submittals by email, telephone or fax shall be rejected as non-responsive regardless of where it is received.

## 2.17 CORPORATE STANDING AND AUTHORIZED SIGNATORY

The Proposer must demonstrate that the company is in good standing and that the person signing this proposal is an authorized signatory on behalf of the Proposer to negotiate and/or sign contracts, agreements, amendments and related documents to which the Proposer will be duly bound. Examples of satisfactory demonstration documents include:

A. A copy of your Articles of Incorporation listing the approved signatories of the corporation.
B. A copy of a resolution listing the members of staff that are authorized signatories for the company.
C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

Failure to sign and witness the Proposer's signature form may result in disqualification of the bid. Please be sure the bid is signed, properly witnessed, and sealed.

## 2.18 PROPRIETARY INFORMATION

A. In accordance with Chapter 119 of the Florida Statutes (Public Records Law); and except as it may be provided by other applicable State and Federal Law, all Bidders should be aware the Invitation to Bid, and the responses thereto are in the public domain. Bidders are requested to identify specifically any information contained in their bid submittals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

B. A generic notation that information is "confidential" is not sufficient. Failure to provide the Purchasing & Contracts Division with a detailed explanation and justification including statutory cites and specific reference to your bid submittal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire bid submittal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

## 2.19 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of a response, the Bidder certifies that in connection with this bid submittal:

A. The pricing and/or fees associated with this bid submittal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.

B. Unless otherwise required by law, the prices which have been quoted on this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor.

C. No attempt has been made or shall be made by the Bidder to induce any other person or Bidder to submit or not submit a bid for the purpose of restricting competition.

## 2.20 FAILURE TO COMPLY WITH BID INSTRUCTIONS

Failure to comply with any of the foregoing instructions, provide a bid submittal in the manner prescribed herein or any other essential element of this Invitation to Bid may be grounds for disqualification of your bid submittal.

## 2.21 AMERICANS WITH DISABILITIES ACT

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Purchasing & Contracts Division, City of Cocoa, 65 Stone Street, Cocoa, Florida 32922, telephone (321) 433-8833, not later than seven (7) days prior to the date on which the accommodation is requested.

## 2.22 OFFICE OF RECORD

The City of Cocoa Purchasing & Contracts Division shall be the official "office of record" for all information transactions and data disbursements associated with this solicitation. The Purchasing & Contracts Division may be reached Monday through Friday between 8:00 A.M. to 5:00 P.M., Local Time via phone at (321) 433-8833.

## 2.23 MODIFICATION OR WITHDRAWAL OF BIDS

Bid modifications will be accepted from a bidder only if received in writing, properly signed by an officer of the bidder, and received prior to the opening of bids. Bid modifications must be identified as such and will be opened with the bidder's bid form.

Bids may be withdrawn by request of the bidder prior to the time fixed for opening. Error or negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after the public opening date.

## 2.24 CONFLICTS WITHIN SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Form, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the bid or proposal response date.

## 2.25 JOINT VENTURES

All Bidders intending to submit a bid response as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Licensing Board and/or any other state or local licensing Agency prior to submitting a bid response. Please refer to Section 489.119 Florida Statutes.

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

## SECTION 3 SPECIAL CONDITIONS

### 3.01 ~~BID SECURITY BOND~~ – N/A

~~The Bid response shall be accompanied by a Bid Security Bond equaling five percent (5%) of the total Bid price. Failure of the Bidder to supply same, in the amount and type required, shall automatically render the Bidder as non-responsive resulting in the disqualification from further consideration of their Bid response. Please complete and submit **Bid Security Bond form, attached herein.**~~

~~A. The Bid Security Bond shall be submitted in the form of a Bid Bond in the amount of five percent (5%) of the total Bid price, made payable to the City of Cocoa, issued by a surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida.~~

~~1. The surety must be rated as "A"® or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com.~~
~~2. In lieu of a Bid Bond, the Bidder may submit cash (U.S. currency only), money order, certified or cashier's check drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of five percent (5%) of the total Bid price. Money orders and checks must be made payable to the City of Cocoa and shall accompany your bid submittal.~~
~~3. The terms of the ITB Security Bond shall be:~~
~~a. The Bidder shall enter into an Agreement if awarded to the Bidder;~~
~~b. The surety (or alternate form of security forfeit) shall be responsible for the costs resulting from the failure of the Bidder to enter into an Agreement if awarded to the Bidder; including the increased costs associated with awarding to the next most responsive, responsible Bidder and costs associated with conducting the Bid process and letting the Agreement;~~
~~c. To promptly enter into an Agreement to perform the work and furnish the required Performance and Payment Bond, if applicable; and~~
~~d. Any interest earned as a result of the City depositing the accepted money order, certified or cashier's check, or cash received as Bid Security Bond into an interest bearing account, shall be retained by the City.~~

~~B. Return of Bid Security Bond: As soon as the bid responses have been evaluated, the City may, at its sole discretion, return or release the Bid Security Bonds accompanying such bid responses, which in its sole judgment, would not likely be considered for award. All other Bid Security Bonds will be~~

held until award of this project and the agreement has been executed by the successful Bidder; after which any remaining Bid Security Bonds will be returned to the respective Bidders. It shall be the sole responsibility of the Bidder to request in writing from the City the return of the Bid Security Bond or alternative form of security used. Bid Security Bond or alternative form of security used shall not be returned unless requested by the Bidder in writing.

**3.02 PERFORMANCE AND PAYMENT BONDS – N/A**

Upon award of this project, the successful Bidder shall furnish Performance and Payment Bonds, or alternative form of performance and payment security such as; a money order, certified or cashier's check, cash (U.S. currency only), letter of credit; equaling one hundred percent (100%) of the total contract amount awarded under this solicitation. Receipt of said Performance and Payment Bonds shall occur no later than fifteen (15) calendar days after receipt of notification of Award. No commencement of work shall be authorized by the City without receipt of the Performance and Payment Bond or alternative security.

A. The Performance and Payment Bond shall be made payable to the City of Cocoa, issued by a reputable Surety firm licensed to do business in the State of Florida (F.S. 255.05). On approval of any Contract change increasing the Contract price, Contractor shall ensure that the performance bond and the payment bond is increased so that each reflects the total Contract price as increased.

1. The Surety must be rated as "A"® or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com
2. The terms of the Payment and Performance Bond shall guarantee that:

   a. The successful Bidder shall assure faithful performance of this project;
   b. The successful Bidder shall assure timely payments to all persons providing labor, materials and/or supplies used in the performance of the work associated with this project;
   c. Nothing in this section shall be construed to limit the authority of the City Council, the City Manager, or the Procurement Administrator to require other security in addition to, or in lieu of, those bonds or in circumstances other than those specified herein, when in the best interest of the City.

B. If the bond is based on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

C. Return of Payment and Performance Bond. It shall be the sole responsibility of the successful Bidder to request in writing from the CITY the return of the Payment and Performance Bond. The request shall be considered no earlier than thirty (30) calendar days upon completion and final acceptance of the City, or expiration in a satisfactory manner of the awarded Agreement associated with this

~~project. Payment and Performance Bonds shall not be returned unless requested by the successful Bidder in writing.~~

## 3.03 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

It is understood and agreed that time is the essence of the Contract, and that failure on the part of the Contractor to complete the Contract Work within the time stated in the Agreement will result in certain loss and damage to the CITY.

It is therefore covenanted and agreed that, if the Contractor shall fail or neglect to complete his Work on or before the date fixed for completion by these Documents, then said Contractor agrees to pay to the CITY, as Liquidated Damages, the amounts specified herein are consistent with the current Florida Department of Transportation Standard Specifications for Road and Bridge Construction, (FDOT Specifications), Section 8-10, as amended that the City shall act as the Department.

Upon failure of Contractor to obtain Substantial Completion within the deadline as established in the contract, plus approved time extensions, Contractor shall pay to City the sum of Five Hundred ($500.00) for each building for each calendar day after the deadline for Substantial Completion, plus any approved time extensions, until Substantial Completion is obtained. After Substantial Completion, should Contractor fail to complete the remaining Work within the deadline as established in the contract, plus approved time extensions thereof, Contractor shall pay to City the sum equal to fifty percent (50%) of applicable amount for each calendar day after the deadline for Final Completion, plus any approved extensions, until Final Completion is obtained. These amounts are not penalties but are liquidated damages to City for its inability to obtain full beneficial use/occupancy of the Project. Liquidated damages are hereby fixed and agreed upon between the Parties; recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by City as a consequence of such delay; And both Parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to complete this Contract on time. The above-stated liquidated damages shall apply separately to each portion of the Project for which a deadline for completion is given.

The full amount of such damages shall be deducted from payments due the Contractor or obtained by other legitimate means of recovery if earned payments withheld are inadequate to cover such damages.

Applicable liquidated damages are the amounts established in the following schedule:

Original Contract Amount Daily Charge Per Calendar Day
$50,000 and under .....$956
Over $50,000 but less than $250,000.....$964
$250,000 but less than $500,000.....$1,241
$500,000 but less than $2,500,000.....$1,665
$2,500,000 but less than $5,000,000.....$2,712
$5,000,000 but less than $10,000,000.....$3,447
$10,000,000 but less than $15,000,000.....$4,866

$15,000,000 but less than $20,000,000.....$5,818

The City has the right to apply, as payment on such liquidated damages, any money the City owes the Contractor. The City does not waive its right to liquidated damages due under the Contract by allowing the Contractor to continue and finish the work, or any part of it, after the expiration of the Contract Time including granted time extensions.

In the case of default of the Contract and the completion of the work by the City, the Contractor and his surety are liable for the liquidated damages under the Contract, but the City will not charge liquidated damages for any delay in the final completion of the City's performance of the work due to any unreasonable action or delay on the part of the City.

The City considers the Contract complete when the Contractor has completed all work and the City has accepted the work. The City will then release the Contractor from further obligation except as set forth in his bond.

## SECTION 4 GENERAL TERMS AND CONDITIONS

### 4.01 AWARD OF CONTRACT

Award will be made to the lowest, most responsive and responsible Bidder whose bid submittal meets the specifications.

1.01 The City shall review the fees and rates of compensation for reasonableness prior to execution of contract or submittal of a recommendation of contract or agreement to the City Council. The City Attorney may review all contract documents. Other experts may be consulted to assist in this process.

1. The successful Bidder shall execute and return the agreement to the City, within ten (10) days after receipt along with any and all additional contractual documents, performance and payment bonds, insurance certificates/verifications and any other documents required as outlined in this solicitation document.

2. In no event shall an agreement be considered binding upon the City until it has been properly executed by all parties.

3. In conjunction with the agreement, a purchase order or other form of payment will be established by the City prior to the start of any project, service, or work by the Bidder.

2.01 Failure to Execute the Agreement(s).

Failure on the part of the successful Bidder to execute the Agreement(s) as required will be just cause for the rescindment of the award. In the event that the City fails to contract with the lowest most responsive and responsible bidder, the Bidder shall forfeit his bid guarantee to the City in the manner previously described herein. The award may then be made to the next lowest most responsive

and responsible bidder, or the City may opt to re-advertise the work if found to be in its overall best interest.

## 4.02 DAMAGES

Areas adjacent to the construction site, which are damaged, shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of the City. Protection of personal property, utilities, structures, access drives, conduits, pavement, curbs, sidewalks, trees, and shrubs shall be the responsibility of the Contractor, who shall provide adequate protection to maintain proper service.

## 4.03 NOTICE TO PROCEED

The Work shall commence upon the issuance of Notice To Proceed (NTP) and shall remain in effect until such time as the Work acquired in conjunction with this solicitation, have been completed and accepted by the City's authorized representative and upon completion of the expressed and/or implied warranty periods.

## 4.04 SUPERVISION

The City shall not exercise any supervision or control over the Bidder’s employees performing services under an agreement. Said employees shall be accountable not to the City, but solely to the Bidder, who, in turn, is responsible to the City.

## 4.05 FAILURE OF PERFORMANCE AND/OR DELIVERY

In cases where materials, goods or services are not properly delivered, performed and/or installed, the successful Bidder will either remedy the defect to the satisfaction of the City or be responsible for reimbursement of the difference to the City for the subsequent contractor selected to remedy the defect. Acceptance of materials, goods or services shall remain in the City’s sole discretion.

Unsatisfactory work shall be corrected by the Bidder within twenty-four (24) hours of notification by the City. If the successful Bidder fails to perform as required per these specifications, or fails to deliver the item(s) or perform the work specified in these specifications, it shall compensate the City for any damages caused by the Bidder’s failure to perform as stated herein.

## 4.06 PERFORMANCE EVALUATION

At the end of the Contract, the receiving department may evaluate the successful bidder's performance. This evaluation will become public record.

## 4.07 PROTECTION OF PROPERTY

At all times, the successful Bidder shall safe-guard City property from damage or loss and shall replace or repair any loss or damage unless such damage is caused by the City. The City may withhold payment, or make such deductions as it might deem necessary, to insure reimbursement for loss or damage to property through negligence of the successful Bidder or the Bidder's agents.

## 4.08 SERVICE REQUIREMENTS

The successful Bidder shall provide sufficient staff, resources, and facilities to ensure that the City's business is handled in a timely manner. If the Bidder is unable to perform the work in a timely manner as agreed upon, the City shall have the right to rescind the purchase order and award the project to another Bidder.

## 4.09 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

By submission of a bid in response of this solicitation, the Bidder certifies that all material, equipment, etcetera; contained in the bid submittal meets all OSHA requirements. Bidder further certifies that if they are the successful Bidder, and the material, equipment, etcetera; delivered is subsequently found to be deficient in any OSHA requirements in effect on the date of delivery, all costs necessary to bring the material, equipment, etcetera; into compliance with the aforementioned requirements shall be borne by the successful Bidder.

## 4.10 WARRANTY

In accordance with Article 15.00 of the Agreement(s) to be executed by the successful Bidder, the Contractor together with his surety unconditionally guarantee all Contractor furnished materials, equipment and workmanship incorporated in the Work for a period of not less than one (1) year after the date of final acceptance of the Work by the City. (This warranty shall be exclusive of all manufacturer's guarantee or warranties exceeding this period). Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the successful Bidder shall repair or replace same at no cost to the City, immediately upon written notice from the City's authorized representative.

## 4.11 INSPECTION/TITLE/ACCEPTANCE OF GOODS/SERVICES

Inspection and acceptance of goods/services will be at the destination, unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the successful Bidder until accepted by the requesting Division/Department/Office of the City, unless loss or damage results from negligence by the City or the requesting Division/Department/Office.

Receipt of goods/service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets the specifications and/or all conditions. Should the delivered goods/services differ in any respect from the specifications, payment will be withheld pursuant to Section 218.70, Florida Statutes, until such time as the successful Bidder takes necessary corrective action. If the proposed corrective action is not acceptable to the City, the City may refuse final acceptance of the goods/services.

## 4.12 NON-EXCLUSIVE CONTRACT

Award of this project shall impose no obligation on the City to utilize the successful Bidder for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest.

## 4.13 MATERIAL DEVIATIONS

The City of Cocoa has established certain requirements with respect to proposals to be submitted by prospective Proposers. The use of "shall" (except to indicate simple futurity) in the bid indicates a requirement or condition, which must be met. The City of Cocoa may, at its sole discretion, waive requirements or conditions if the conditions are determined to be non-material. A deviation from a requirement is material when the deficient response is not in substantial accord with the bid requirements, provides an advantage to one bidder, or has a potentially significant effect on the delivery, quantity or quality of items proposed amount paid to the Bidder, or for the cost to City of Cocoa. Material deviations cannot be waived.

## 4.14 OWNERSHIP OF DOCUMENTS

All documents resulting from this solicitation shall become the sole property of the City. All bid submittals received from Bidders in response to the solicitation will become the property of the City and will not be returned to Bidders. In the event of an award, all documentation produced as part of the Contract will become the exclusive property of the City.

## 4.15 PUBLIC RECORDS COMPLIANCE

The City is a public agency subject to Chapter 119, Florida Statutes. In addition, all responses to this solicitation shall be considered public record subject to distribution pursuant to the request for records by any interested party.

The successful Bidder/Contractor agrees to comply with Florida's Public Records Law. As such the following language applies effective July 1, 2016 and shall be included in the awarded agreement:

A. The parties specifically acknowledge that this agreement is subject to the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. If the Contractor is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, the CONTRACTOR shall:

1. Keep and maintain all public records required by the City to perform the services herein; and
2. Upon request from the City's custodian of public records, provide the City with a copy 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 in Chapter 119, F.S. or as otherwise provided by law; and
3. 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 and following completion of the agreement if the Contractor does not transfer the records to the City; and
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the services herein. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the information technology systems of the City.

B. All requests to inspect or copy public records relating to the agreement shall be made directly to the City. Notwithstanding any other provision of this agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the agreement, without penalty to the City. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, the CONTRACTOR shall fully indemnify and hold harmless the City, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the Contractor's failure to comply with these requirements.

C. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: CARIE SHEALY, CMC, CITY CLERK, AT 321-433-8484, cshealy@cocoafl.gov, 65 STONE STREET, COCOA, FLORIDA 32922.**

## 4.16 FUND AVAILABILITY

Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. The City of Cocoa abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.

A. Multi-Year Contracts and Appropriation of Funds (if applicable), Contracts for Goods, Services, or Construction may be entered into for more than one (1) fiscal year if it is deemed to be in the best interest of the City, if the term of the Contract and conditions of renewal or extension are included in the Solicitation, and funds are available for the first term of the Contract. Obligations for succeeding fiscal years may be subject to the availability and appropriation of funds by the City Council.

B. For Construction Projects, total funding may be identified and appropriated in the fiscal year commencement of the Construction Project takes place, or to the maximum extent as possible and not inconsistent with law. Obligations for succeeding fiscal years shall be rolled over and/or appropriated as applicable.

## 4.17 PROMPT PAYMENT ACT

Payments will be made pursuant to Section 218.70, Florida Statutes, Florida's Prompt Payment Act.

## 4.18 PURCHASING CARD PROGRAM

The City of Cocoa offers an e-Payables program to contractors as an optional payment method. This is not a requirement. If the successful Bidder is interested or desires additional information, please indicate in your bid submittal.

## 4.19 INVOICES/APPLICATION FOR PAYMENT

A. Final approved Applications for Payment shall be delivered to the City of Cocoa, Attention: Accounts Payable, City of Cocoa, 65 Stone Street, Cocoa, Florida, 32922. Applications for Payment should include all Work completed through the end of the month.

B. Dispute Resolution: In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Division which has the dispute along with a representative of the City's Purchasing & Contracts Division and the invoicing party shall meet to consider the disputed issues.

The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute or stating with specificity its nature. This procedure shall commence not later than forty-five (45) days and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Procurement Administrator shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three (3) business days after such decision.

If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

## 4.20 W-9 FORM

All Proposers shall furnish a completed W-9 with their bid or proposal submittal. A tax identification number is required to do business with the City.

## 4.21 MOST FAVORED CUSTOMER

The City seeks and demands to be the most favored customer of each Bidder who does business with the City. The most favored customer is a customer or category of customers that receives the best discounts from the Bidder's commercial price list when procuring quantities comparable to the City's under similar terms and conditions. The successful Bidder agrees to provide the City discounts from the Bidder's commercial price list that are equal to or greater than the Bidder's most favored customer is receiving.

## 4.22 PRICE REDUCTION CLAUSE

The City will invoke the price reduction clause if the successful Bidder violates the contractually agreed upon pricing/discount relationship by offering a (better) discount to a most favored customer. The City shall request a price reduction from the date that the violation took place. The successful Bidder will owe the City a discount proportionately equal to that given the most favored customer.

## 4.23 PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES

All bidders submitting a response to this solicitation agree that such response also constitutes a bid in accordance with the terms of the solicitation to all political subdivisions of Brevard County and the State of Florida, under the same conditions, for the same prices as this bid, unless otherwise stipulated by the bidder. Each governmental agency shall be responsible for its own purchases and shall be liable for materials and /or services received by it.

## 4.24 ESTIMATED QUANTITIES

This ITB may contain estimated quantities for purposes of providing unit prices. These numbers, which may be approximate, are subject to variation in the field. The City cannot guarantee that estimated quantities will be the actual amount required and/or purchased. Actual quantities may be more or may be less and the Bidder agrees to do the work at the unit price whether the quantities are increased or decreased.

## 4.25 FOREIGN CORPORATION

In accordance with Section 607.1501, Florida Statutes, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit bids or proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.1501, prior to entering into a Contract with the City of Cocoa.

## 4.26 PUBLIC EMERGENCIES

It is hereby made a part of this proposal that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of Cocoa shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Cocoa are protected from any emergency that threatens public health and safety as determined by the City. The Bidder agrees to rent/sell/lease all goods and services to the City or governmental entities on a "first priority" basis. The City expects to pay contractual prices for all products and/or services under the awarded Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Bidder provide the City with products and/or services not under the awarded Agreement, the City expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

## 4.27 SPECIFICATIONS/DEVIATIONS

Specifications listed herein describe the expected minimum standards. These specifications are intended to be descriptive in nature and are not intended to eliminate any Bidder from submitting a bid response. If

a Bidder considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Purchasing & Contracts Division prior to the bid due date and time.

A. The determination as to whether any alternate good or service is or is not equal shall be made solely by the City and such determination shall be final and binding upon all bidders. The City reserves the right to request and review additional information to make such a determination.

B. The Bidder shall be responsible for carefully reading and understanding the requirements and specifications. Unless the bid is in response to a brand name or equal" requirement, deviations from the specifications will only be considered if requested in writing prior to the date and time specified for receipt of bids. Deviations, if accepted, will be specifically addressed in writing via an issued addendum to this ITB solicitation. Any goods or services that are not in compliance with the specifications will not be accepted.

## 4.28 PERMITS, LICENSES AND FEES

At its sole expense, any required federal, state, and local permits, licenses, and/or occupational fees required, except for permits provided by the City, shall be the responsibility of the Bidder. The City will not entertain separate payment for these items.

## 4.29 SUB-CONTRACTORS

Bidders must list any sub-contractors that shall be used to accomplish the scope of services. Please complete and submit **Schedule of Proposed Subcontractor Participation**. If no subcontractors are going to be used, check the box for "No Subcontracting (of any kind) will be utilized on this project" at the top of the form.

## 4.30 TAXES

The City of Cocoa is a municipality corporation existing under the laws of the State of Florida. As such, the City does not pay State of Florida Sales Tax. The City's State Tax exemption number is 85-80126215485C-8 and the Federal Employee Identification Number is 59-6000292. The City's sales tax exemption does not apply to goods and services purchased separately by the successful Bidder in connection with its fulfillment of its contractual obligations with the City. The successful Bidder shall be responsible for paying any taxes, fees or similar payments which are required to be paid in connection with the awarded Agreement as a result of this solicitation.

## 4.31 COMPLIANCE WITH ALL LAWS AND VENUE

At its sole expense, any contractual arrangement between the City and the proposer shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in

effect at the time of award and execution of an Agreement or are adopted at any time following the execution of the awarded Agreement. All legal actions hereunder shall be conducted only in the circuit court in Brevard County or federal court in the Middle District of Florida, Orlando Division; except that any final judgment may be enforced in other jurisdictions in any manner provided by law.

## 4.32 NEW PRODUCT

Any and all products and materials provided under this bid shall be new and unused.

## 4.33 EQUAL OPPORTUNITY

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All Bidders are asked to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements. A copy of the City's Equal Employment Opportunity policy is available upon request.

## 4.34 PUBLIC ENTITY CRIMES

As required by Section 287.133, Florida Statutes, the Bidder warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Bidder further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By way of a submittal response completion and signature on this solicitation, the Bidder certifies that it is qualified to do business with the City of Cocoa in accordance with all Florida Statutes.

## 4.35 SOVEREIGN IMMUNITY

Notwithstanding any other provision set forth in this solicitation and/or the resulting awarded Agreement, nothing contained in this solicitation and/or the resulting awarded Agreement shall be construed as a waiver of the City's right of sovereign immunity under Section 768.28, F.S., or other limitations imposed on the City's potential liability under state or federal law. The City shall not be liable under this solicitation and/or the resulting awarded Agreement for punitive damages or interest for the period before judgment. Further, the City is not liable for any claim or judgment or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the City arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph will survive termination of this solicitation and/or the resulting awarded Agreement.

## 4.36 RIGHT TO CANCEL OR REJECT

A. A solicitation may be canceled, or any or all submittals in response to a solicitation issued by the City may be rejected, by the Procurement Administrator, in whole or in part, without recourse, when

it is in the best interest of the City in accordance with the Section 5.14 of City of Cocoa Purchasing Policy. As the best interests of the City of Cocoa may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers. The Bidder agrees that the City has the right to reject, for any reason and without penalty, any and/or all proposal packages or any part of a proposal package, 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 with any Bidder. The City also reserves the right to re-advertise and solicit new bids/proposals or to abandon the project in its entirety without reason and without penalty.

B. The City reserves the right to accept or reject any or all bids/proposals, or to waive any formalities, technicalities, irregularities, or immaterial variation.

C. The City also reserves the right to reject the bid submittal from a Bidder who has previously failed to perform properly, or complete on time contracts of a similar nature, or who investigation shows is not able to perform the contract.

## 4.37 ADDITIONAL INFORMATION

The City reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes.

## 4.38 UNIT PRICE ACCURACY

Please check the stated unit prices before submitting the bid as no change in prices shall be allowed after opening. All prices and notations must be in ink or typewritten. In cases of extended price irregularities, unit pricing shall prevail. The Bidder shall specify the price per unit of measure and the extended total, or the lump sum bid price if such is required by the bid documents, for each scheduled item of Work, as well as the total bid amount for the entire Work to be completed under the Agreement. Please note that the City reserves the right to clarify and correct extended amount errors.

## 4.39 MATHEMATICAL ERRORS

A. Bid pricing forms without imbedded mathematical formulas: In the event of multiplication or extension error(s), the unit price shall prevail. In the event of addition error(s), the extension totals will prevail.
B. Bid pricing forms with imbedded mathematical formulas: Interactive bid pricing forms that contain mathematical formulas may be provided to automate lengthy and complex bid forms. In the event bid pricing forms with imbedded formulas are used and a multiplication/extension error(s) is discovered in the formula, the unit price entered by the Bidder shall prevail.
C. Bidder shall assume the responsibility and accuracy of the information input in the bid pricing form and therefore shall verify that the calculations are correct before submitting their bid.
D. Regardless of the type of bid pricing form used, all bids shall be reviewed mathematically by the City using these standards.

## 4.40 UNBALANCED BIDDING PROHIBITED

The City recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices. However, where in the opinion of the City such variation does not appear to be justified given bid requirements and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids include:

A. Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.
B. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competitive Bidders for the same line item unit costs.
C. Bids where the unit costs offered are in excess of, or below reasonable cost analysis values.

In the event the City determines that a bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other supporting documentation which the Bidder obtained and upon which the Bidder relied upon to develop its bid. The City reserves the right to deem any presumptive unbalanced bid where the Bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs as non-responsive.

## 4.41 FRONT LOADING OF BID PRICING PROHIBITED

Prices offered for performance and/or acquisition activities, which occur early in the Project Schedule, such as mobilization; clearing and grubbing; or maintenance of traffic; that are substantially higher than pricing of competitive bidders within the same portion of the Project Schedule, will be presumed to be front-loaded. Front loaded bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the bidder to complete the Work or otherwise creating an appearance of an undercapitalized bidder.

In the event City determines that a bid is presumed to be front loaded, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other documents which the bidder obtained and upon which the bidder relied upon to develop the pricing or acquisition timing for these bid items. The City reserves the right to reject as nonresponsive any presumptive front-loaded bids where the bidder is unable to demonstrate the validity and/or necessity of the front-loaded costs.

**4.42 REASONABLE PRICES**

A reasonable unit price must be submitted for each work element. In the event any pay item unit price is determined to be unreasonably low or unreasonably high, the bid may be declared non-responsive and may not be considered.

**4.43 DELIVERY**

Unless otherwise specified, prices shall be firm, net delivered and installed at construction or project site. Delivery may be a factor in the award. Failure to perform within the delivery deadline(s) set forth in the specifications, or any other contract document, shall constitute default.

**4.44 SPLIT AWARD**

The City reserves the right to make an award to one Bidder, to split the award between two or more Bidders, or to withhold award of individual items, as may be in the best interest of the City. The City may accept any item or group of items on any bid unless the Bidder qualifies the bid by specific limitations.

**4.45 BID PRICE SCHEDULE**

Each Bidder shall furnish the information required on **the Bid Price Schedule** and each accompanying sheet thereof on which the Bidder makes an entry. Offers submitted on any other format may be disqualified.

**4.46 BID TABULATION**

The bid tabulation will be posted on the City of Cocoa website via VendorLink, LLC at: http://www.myvendorlink.com. Proposers may email the Purchasing & Contracts Division, purchasing@cocoafl.gov for results.

**4.47 BIDDER'S SPECIFICATIONS AND NOT BIDDING**

A. Each Bidder shall make accurate and clear statements in their bid response.
B. Where more than one (1) item is listed, any items not bid upon shall be indicated as "NO BID".

**4.48 PRE-AWARD INSPECTION**

Prior to the award, the City reserves the right to make a pre-award inspection of the Bidder's facilities to determine the capabilities of the Bidder to service the City.

## 4.49 EXISTING PERMITS AND IDENTIFICATION NUMBERS

Any and all permits, state licenses, including, but not limited to, Department of Environmental Protection (EPA), and/or Environmental Protection Agency (EPA) identification numbers, registrations or permits are to be available for review by the City upon request.

## 4.50 DRUG-FREE WORKPLACE PREFERENCE

Certification of an implemented drug-free workplace program must be included with the ITB response when submitted. If your firm has implemented a drug-free workplace program, please complete **Attachment Drug-Free Workplace Certification** and include with your ITB response.

## 4.51 CONFLICT OF INTEREST

All Bidders must disclose, with their bid submittal, the name of any officer, director, or agent who is also an officer or employee of the City of Cocoa. Furthermore, all Bidders must disclose the name of any City of Cocoa officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the Bidder's firm or any of its branches, subsidiaries, or partnerships. Failure to disclose in this manner will result in the disqualification of the Bidder or the cancellation of work. It is the sole responsibility of the Bidder to ensure compliance with the Section 2.1, Conflict of Interest of as per the City of Cocoa Purchasing Policy. Complete and submit, the **Conflict-of-Interest Statement** and non-collusion statement with your bid response. The City may seek damages for the recoupment of losses in having to re-solicit or re-assign this project.

## 4.52 NON-COLLUSION/LOBBYING CERTIFICATION

All Bidders submitting a Bid, certify that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the bid submittal. In addition, no City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of the City Council, City Manager or any City employee in connection with the awarded agreement as a result of this solicitation process.

## 4.53 CONSTRICTING CONDITIONS

No additional terms and conditions included within the bid submittal shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the

general and special conditions in this solicitation are the only conditions applicable to this bid submittal and the Bidder's authorized signature affixed to the bid submittal signature section attests to this. When completing your bid submittal, do not attach any forms which may contain terms and conditions that conflict with those listed in the City's solicitation document. Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the City's solicitation.

## 4.54 DEBARRED BIDDERS

The City reserves the right to suspend award, withhold award, rescind award, or forego award to any Bidder or contractor who is found to have been debarred from doing business with the State of Florida or any other public entity. It shall be at the City's sole determination, as to the desirability of contracting with a Bidder or contractor who has been debarred from doing business with any public entity.

## 4.55 NOTICES OF INTENT

The Purchasing & Contracts Division shall publicly post a Notice of Intent to Award for a minimum period of three (3) business days on the City of Cocoa's website via VendorLink, LLC at: http://www.myvendorlink.com.

## 4.56 PROTESTS AND APPEALS

A. Any prospective Bidder or Respondent may file a Notice of Solicitation Protest concerning a Solicitation in writing to the Procurement Administrator. The protest must be received in the Purchasing & Contracts Division Office no later than three (3) business days after the due date for the Solicitation in accordance with Section VIII of the City of Cocoa Purchasing Policy.

B. Any Bidder or Respondent, who is not the intended awardee and who claims to be the rightful awardee, may file a Notice of Award Protest, in writing, with the Purchasing & Contracts Division Office, by 5:00 pm on the third (3rd) business day after the Notice of Intent to Award is posted. An Award Protest is not valid if filed by a Bidder who cannot show they would be awarded the Contract if their protest is upheld in accordance with Section VIII of the Cocoa Purchasing Policy. The decision of the City Council shall be final and conclusive.

## 4.57 SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes (2017), a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services of one million dollars or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company 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 Section 215.473, Florida Statutes (2017); or is engaged in business operations in Syria. Pursuant to Section 215.4725, Florida Statutes, if the company is on the Scrutinized Companies that Boycott Israel List or is

engaged in a boycott of Israel the company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for any amount of goods or services. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. The Contractor must submit the required certification form attesting that it is not a scrutinized company and is not engaging in prohibited business operations. Submitting a false certification shall be deemed a material breach of contract and shall terminate the contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes.

## 4.58 FORCE MAJEURE

Neither party to this agreement shall be liable to the other for any cost or damages if the failure to perform the agreement arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not limited to, the following: acts of God, fires, quarantine restriction, strikes, and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the parties.

## 4.59 INSURANCE REQUIREMENT

A. Include a copy of your current liability insurance, workman's compensation insurance certificate, and a copy of your firm's Local Business Tax Receipt with your bid submittal.
B. The successful Bidder shall provide original Certificates of Insurance, evidencing coverage as required, in **the Insurance Requirements attached herein** to the Purchasing & Contracts Division within five (5) regular business days of the notification of the intent to award the Agreement. Certificates of Insurance shall provide a minimum of a thirty (30) day notice of cancellation to the City and shall name the City of Cocoa as a Certificate Holder/Additional Insured.
C. All insurance certificates shall remain valid and in full force for the term of the Agreement. Failure to maintain binding insurance policies for awarded services will be grounds for termination of awarded Agreement.

## 4.60 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116, in the event performance of this Agreement is or will be funded using state or federal funds, the Bidder must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Bidder must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

## 4.61 AUDITS AND RECORDS

Before or after an agreement is prepared and executed, the successful Bidder may be required to disclose their financial condition in a specified manner. In addition, subsequent to an agreement being executed, the successful Bidder must maintain financial records and reports relating to funds paid by any parties for work on the matters which are the subject of this ITB document and submit reports to the City in the form and frequency requested. The successful Bidder must maintain books, records, documents, and other evidence according to generally accepted accounting principles, procedures, and practices, which sufficiently and properly reflect all costs of any nature expended in the performance of the resulting contract and retain said copies for a period of no less than five (5) years after termination of the project. The aforesaid records, books, documents, and other evidence shall be always subject to inspection, review, or audit by the City or its designee. The successful Bidder shall include these audit and record keeping requirements in contracts and subcontracts thereto entered into by the successful Bidder with any party for work required in the performance of this project.

## 4.62 INDEPENDENT CONTRACTOR AND LIABILITY

The successful Bidder and each sub-consultant are, and while performing the Services will continue to be, independent contractors. The successful Bidder shall not be an agent of the City, except as may be otherwise expressly provided herein and/or the awarded Agreement, and only to the extent so provided. The successful Bidder's employees and sub-consultant employees are not, and while performing any of the Services, shall not be deemed to be, employees of the City.

Bidders are advised that the City will not accept limitations on liability. The successful Bidder will be fully liable for all damages and events caused by the successful Bidder without any limitations as to dollar amount. The City will pursue liable Bidders to the extent allowed by law. Any bid received that limits liability to the amount of the bid will be considered non-responsive and the Bidder non-responsible, and, as such, the bid will not be accepted by the City.

## 4.63 INDEMNIFICATION

A. Indemnity: The successful Bidder shall defend, indemnify and hold harmless the City and all of the City's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees where recoverable by law, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the successful Bidder, its officers, agents or employees or subcontractors in performance or non-performance of its obligations under the awarded Agreement. The successful Bidder recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the awarded Agreement. Compliance with any insurance requirements required elsewhere within the awarded Agreement shall not relieve the successful Bidder of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this article of the awarded Agreement. The successful Bidder shall require each of its agents/subcontractors to agree in writing to the provisions of this paragraph.

B. Copyright Infringement: The successful Bidder shall guarantee that all services performed under the awarded Agreement will be free from claims of patent, copyright or trademark infringement. The successful Bidder shall defend, indemnify and hold the City and its successors and assigns harmless from and against all third-party claims, suits, and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by the successful Bidder of any third-party patent, copyright or trademark or (ii) misappropriation by the successful Bidder of any third-party trade secret in connection with any of the foregoing.

## 4.64 CHANGES, MODIFICATIONS AND WAIVER

A. Changes: The City reserves the right to order, in writing, changes in the work within the scope of services of a contractual agreement, such as a change in quantity or delivery schedule.

B. Modifications: In additions to modifications made under the changes clause, any agreement resulting from this solicitation may be modified (1) within the scope of services of the agreement upon the written and mutual consent of both parties, and (2) with approval by the appropriate legal body in the City.

C. Waiver: Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions contained in a contractual agreement, or to exercise any right or option therein, shall not be construed as a waiver of a relinquishment for the future of such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

**4.65 ASSIGNMENT**

The successful Bidder will not be permitted to assign its contract with the City, or to sub-contract any of the work requirements to be performed, without prior written approval from the City.

**4.66 TERMINATION**

A. Termination for Convenience: The City may at any time give ten (10) days written notice to the successful Bidder of the termination of the agreement, in whole or in part, for the City's convenience and without cause.

B. Default by the successful Bidder and the City's Remedies: In the event of a default by the successful Bidder, the City shall have the right to exercise any remedy the City may have by operation of law, without limitation, and without any further demand or notice.

C. Bankruptcy or Insolvency: If the successful Bidder files a Petition in Bankruptcy, or if the same is adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the successful Bidder is appointed in any proceeding brought by or against the successful Bidder, or if the successful Bidder makes an assignment for the benefit of creditors, or proceedings are commenced on or against the successful Bidder's operations, the City reserves the right to terminate this Agreement immediately.

D. Payment when Agreement is Terminated:

1. In the event of termination by the City for convenience, the City shall compensate the successful Bidder for all goods furnished prior to the effective date of termination.

2. In the event of termination due to the fault of the successful Bidder or at the written request of the successful Bidder, the City shall compensate the successful Bidder for all goods furnished, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the City. All such payments shall be subject to an off set for any damages incurred by the City resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the City in the event of breach by the successful Bidder.

**4.67 ATTACHMENTS AND EXHIBITS**

All attachments and exhibits hereto are made a binding part of this solicitation by this reference.

**4.68 OWNERSHIP AND RIGHTS IN DATA**

Any work, product or deliverable report provided to the City as a result of work performed while under contract shall be considered the property of the City and may be used in any fashion the City deems

appropriate. The City shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by the successful Bidder pursuant to the terms of the awarded contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the awarded contract.

## 4.69 ADMINISTRATIVE PROVISIONS

In the event the City issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to a contractual agreement, it is specifically agreed and understood that any such purchase order, memorandum, letter or any other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of the contractual agreement and shall have no force or effect thereon. This statement is not applicable to duly authorized and agreed upon amendments to the agreement and/or duly authorized and agreed upon change orders if applicable.

## 4.70 TIE BIDS

When all considerations of a bid or proposal are equal and the City must break the tie, the Procurement official may consider any or a combination of the following factors in order to break the tie:

1. Priority will be given to the respondent certifying that their firm has a *Drug-Free Workplace Program* published at the time of the issuance of the solicitation. Respondents will be required to provide a copy of their Drug-Free Workplace Program published at the time of the issuance of the submittal;
2. If still tied, consideration shall be given to the Respondent with lowest price submittal amongst the tied proposals;
3. Best and Final Offer - Within 24 hours of a request by the City, tie bidders shall submit a *Best and Final offer*;

If the above options are not practical or do not result in breaking the tie, the Procurement official may utilize a flip of the coin to resolve the tie. If time permits, the bidders involved shall be given an opportunity to attend the coin flip. At least one (1) person shall witness the coin flip, and the contract file shall contain the name(s) and address(es) of the witness(es) and the person supervising the coin flip.

| | City of Cocoa \| Finance Department \| Purchasing & Contracts Division<br>65 Stone Street, Cocoa, FL 32922<br>Phone: 321-433-8833 \| Fax: 321-433-8690 | **Solicitation Number: ITB B-23-16-COC** |
|---|---|---|
| | **INVITATION TO BID (ITB)** | **Due Date: 03/02/2023** |
| **TITLE:** Cocoa Village Historic Playhouse Fire Alarm Panel and Annunciator Replacement | | |

## RESPONSE COVER PAGE

| | |
|---|---|
| **COMPANY NAME** | |
| **ADDRESS** | |
| **PRIMARY CONTACT** | |
| **TELEPHONE #** | |
| **EMAIL ADDRESS** | |

SUBMITTAL CHECKLIST

| [X] | SUBMITTAL REQUIREMENT / DOCUMENT |
|---|---|
| | Original Submittal Package bound with binder clip |
| | Attended Pre-Bid (if Mandatory) |
| | Cover Letter (not mandatory) |
| | Attachment “A” Submittal Acknowledgement |
| | Attachment "B" Addendum Acknowledgement |
| | Attachment "C" Insurance |
| | Attachment "D" Bid Security Bond (if required) |
| | Attachment "E" Bid Price Schedule |
| | Attachment "F" Trench Safety (if required) |
| | Attachment "G" Certificate of Non-Segregated Facilities |
| | Attachment "H" Drug-Free Workplace |
| | Attachment "I" Conflict of Interest and Non-Collusion |
| | Attachment "J" Organizational Info |
| | Attachment "K" Subcontractor Participation |
| | Attachment "L" References |
| | Attachment "M" Truth-in-Negotiations |
| | Attachment "N" Solicitation Label affixed to envelope |
| | Attachment "O" Scrutinized Companies |
| | Attachment "P" E-Verify Affidavit (including screenshot from website showing active account) |
| | Attachment "Q" Federally Required Contract Clauses for FEMA Grantees and Subgrantees |
| | Proof of Florida Registration (if required) |
| | Professional License(s) (if required) |
| | W9 |
| | Proof of Insurance |
| | USB drive with electronic copy of submittal |

| | City of Cocoa \| Finance Department \| Purchasing & Contracts Division<br>65 Stone Street, Cocoa, FL 32922<br>Phone: 321-433-8833 \| Fax: 321-433-8690 | Solicitation Number: ITB B-23-16-COC |
|---|---|---|
| | **INVITATION TO BID (ITB)** | Due Date: 03/02/2023 |
| **TITLE:** Cocoa Village Historic Playhouse Fire Alarm Panel and Annunciator Replacement | | |

**Attachment "A"**

**Submittal Acknowledgement**

By executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of respondent to submit a response to the City of Cocoa and bind the Respondent to the terms and conditions of this solicitation. 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 solicitation and all subsequently issued addendums.

Respondent certifies, represents, and warrants that all information contained in Respondent's submittal is accurate and truthful and that the City of Cocoa will rely on said information during its review of the submittal. Respondent 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.

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

_____ _____
Signature Date

Name: _____

Title: _____

Company Name: _____

STATE OF FLORIDA
COUNTY OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging) , a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

_____
[Notary Seal] Notary Public

_____
Name typed, printed, or stamped
My Commission Expires: _____

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**
**☞Failure to submit this form may be grounds for disqualification of your submittal☜**

| | City of Cocoa \| Finance Department \| Purchasing & Contracts Division<br>65 Stone Street, Cocoa, FL 32922<br>Phone: 321-433-8833 \| Fax: 321-433-8690 | Solicitation Number: ITB B-23-16-COC |
|---|---|---|
| | **INVITATION TO BID (ITB)** | Due Date: 03/02/2023 |
| **TITLE:** Cocoa Village Historic Playhouse Fire Alarm Panel and Annunciator Replacement | | |

**Attachment "B"**
**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. _____ Dated: _____

Addendum No. _____ Dated:_____

Addendum No. _____ Dated: _____

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.

Bidder/Contractor Name:
_____

Mailing Address:
_____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____
Authorized Signatory Printed Name

_____ _____
Title Date

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**
**☞Failure to submit this form may be grounds for disqualification of your submittal☜**

**Attachment "C"**
**Insurance Requirements**

A. Insurance. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. Limits. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with at a minimum the respective limits as outlined herein:

| | |
|---|---|
| Automobile combined single limit or | $1,000,000.00 |
| a) Automobile Bodily Injury and | $ 500,000.00 |
| b) Automobile Property Damage | $ 500,000.00 |
| Umbrella / Excess Liability | |
| a) Liability each occurrence | $1,000,000.00 |
| b) Aggregate combined limit (policy year) | $2,000,000.00 |
| Commercial General Liability | |
| a) Each Occurrence | $1,000,000.00 |
| b) Medical Expense (Any one Person) | $ 5,000.00 |
| c) Personal & Adv. Injury | $1,000,000.00 |
| d) General Aggregate | $2,000,000.00 |
| e) Products – Comp/OP AGG | $2,000,000.00 |
| Worker's Compensation | $1,000,000.00 |

Worker's Compensation: Employers' liability insurance, which covers the statutory obligation for all persons, engaged in the performance of the work required hereunder with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Bidder understands and acknowledges that it shall be solely responsible for all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

C. City as Additional Insured. The successful Bidder/Contractor and/or subcontractor shall name the "City of Cocoa" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

D. Certificates of Insurance. The successful Bidder/Contractor and/or subcontractor shall provide the City's Purchasing & Contracts Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:
   City of Cocoa
   c/o Administrative Services Director
   65 Stone Street
   Cocoa, Florida 32922

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES, THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF COCOA, PURCHASING & CONTRACTS DIVISION, 65 STONE STREET, COCOA, FLORIDA 32922**

E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.

F. Subcontractors. The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the City.

G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.

H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Cocoa. The liability policies shall be Primary/Non-Contributory.

_____
AFFIANT SIGNATURE

_____
Typed Name of AFFIANT

_____
Title

The foregoing instrument was executed before me this ____ day of _____, 20__, by _____ as_____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC
STATE OF _____
MY COMMISSION EXPIRES: _____

***The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.***

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**
**☞Failure to submit this form may be grounds for disqualification of your submittal☜**

**Attachment "D"**

**~~Bid Security Bond~~ – N/A**

~~BOND NO:~~ _____

**~~(NOT TO BE FILLED OUT IF A CASHIER'S CHECK IS SUBMITTED)~~**

~~KNOW ALL MEN BY THESE PRESENTS: That the undersigned~~ _____

_____

~~as Principal, and,~~ _____

~~as **Surety**, are held and firmly bound unto the **City of Cocoa** in the sum of 5% of the bid amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.~~

~~THE CONDITION OF THIS OBLIGATION is such that if Principal:~~

1. ~~Does not withdraw the attached Bid Amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the City of Cocoa _____ titled _____ for a period of (180) calendar days after the date on which the bids are opened; and~~
2. ~~Enters into a written Contract and furnishes the required Insurance, Certificates of Insurance and Payment and Performance Bonds with surety or sureties acceptable to the **City of Cocoa** within seven days after the date of award of the Contract, then this obligation will be void; Otherwise, the same will be in full force and the full amount of this Bid Bond will be paid to the **City of Cocoa** as stipulated herein.~~

~~Signed this _____ day of _____, _____~~

~~THE CONTRACTOR MUST INDICATE WHETHER CORPORATION, PARTNERSHIP, COMPANY, (OR INDIVIDUAL). THE PERSON SIGNING FOR THE CONTRACTOR WILL SIGN HIS/HER OWN NAME AND SIGN CORPORATE TITLE. WHEN THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT, HE/SHE MUST FURNISH A CORPORATE RESOLUTION SHOWING HIS/HER AUTHORITY TO BIND THE CORPORATION.~~

~~Contractor Name: _____ (Affix Contractor's Corporate Seal Above)~~

~~Mailing Address: _____~~

~~Telephone Number: _____ Fax Number: _____ E-mail Address: _____~~

_____ _____ _____ _____

~~Authorized Signatory Printed Name Title Date~~

| | City of Cocoa \| Finance Department \| Purchasing & Contracts Division<br>65 Stone Street, Cocoa, FL 32922<br>Phone: 321-433-8833 \| Fax: 321-433-8690 | Solicitation Number: ITB B-23-16-COC |
|---|---|---|
| | **INVITATION TO BID (ITB)** | Due Date: 03/02/2023 |

**TITLE:** Cocoa Village Historic Playhouse Fire Alarm Panel and Annunciator Replacement

~~STATE OF _____~~

~~COUNTY OF _____~~

~~BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED _____ _____, WHO, BEING DULY SWORN, DEPOSES AND SAYS THAT THEY ARE A DULY AUTHORIZED FLORIDA LICENSED INSURANCE AGENT, PROPERLY LICENSED UNDER THE LAWS OF THE STATE OF_____, TO REPRESENT _____ _____OF _____ _____,~~

~~A COMPANY AUTHORIZED TO MAKE CORPORATE SURETY BONDS UNDER THE LAWS OF THE STATE OF _____ (THE "SURETY").~~

~~SAID _____ FURTHER CERTIFIES THAT AS AGENT FOR THE SAID _____THEY HAVE SIGNED THE ATTACHED BOND AS A LICENSED AGENT, IN THE SUM OF 5% OF THE BID AMOUNT SHOWN ON ATTACHMENT "F" BID PRICE SCHEDULE, ON BEHALF OF_____, TO THE CITY OF COCOA COVERING _____ titled _____ IN COCOA, FLORIDA.~~

~~NOTARY PUBLIC _____~~

~~STATE OF _____~~

~~MY COMMISSION EXPIRES:_____~~

~~Surety Name: _____ (Affix Surety's Corporate Seal Above)~~

| ~~Attorney in Fact for Signature~~ | ~~Printed Name of Attorney in Fact~~ | ~~Florida Licensed Agent Signature~~ | ~~Printed Name of Licensed Agent~~ | ~~License Surety Number~~ |
|---|---|---|---|---|
| | | | | |

~~Surety Mailing Address: _____~~ ~~Agent Mailing Address: _____~~

~~Telephone Number: _____~~ ~~Telephone Number: _____~~

~~Fax Number: _____~~ ~~Fax Number: _____~~

**~~PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE~~**

**~~☞Failure to submit this form may be grounds for disqualification of your submittal☜~~**

**Attachment "E"**
**Bid Price Schedule and Acceptance of Terms and Conditions**

Each Bidder shall fill out and complete the Bid Schedule form included in this Section and shall submit the appropriate number of copies as part of the Bid. The purpose of the Bid Schedule is to provide a uniform comparison of the bids. **Award of this contract will be based on the lowest bid price.** Itemized Unit pricing provided must include all labor, installation and ancillary materials. The total bid price must be equal to the sum of the values in the bid breakdown. The verified sum of the individual values in the bid breakdown takes precedence over any discrepancy between the Total Lump Sum Bid Price written and the corrected total lump sum bid price.

| Line Item | Item Description | Quantity | Unit of Issue | Unit Price | Extended Price | Remarks |
|---|---|---|---|---|---|---|
| 1 | Silent Knight Addressable Fire System Panel (SK-6808) | 1 | EA | | | |
| 2 | Silent Knight Annunciator (SK-6860) | 1 | EA | | | |
| 3 | Pulls | 22 | EA | | | |
| 4 | Power Expander | 3 | EA | | | |
| 5 | Heat Detector | 3 | EA | | | |
| 6 | Smoke Detector | 38 | EA | | | |
| 7 | Duct Smoke, Base & Housing | 8 | EA | | | |
| 8 | Remote Test Station | 8 | EA | | | |
| 9 | Tubes | 8 | EA | | | |
| 10 | Wall Mount Speaker Strobes | 35 | EA | | | |
| 11 | Relay Modules | 20 | EA | | | |
| 12 | Monitor Module Sprinkler/Hood/A/C | 10 | EA | | | |
| 13 | Communicator - Cell | 1 | EA | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 14 | 7 AH Batteries | 10 | EA | | | |
| 15 | 120v Surge Suppressor | 3 | EA | | | |
| 16 | Low Voltage Surge Suppressor | 2 | EA | | | |
| 17 | Voice Evac | 1 | EA | | | |
| 18 | Zone Expander | 2 | EA | | | |
| 19 | Expansion Amp | 1 | EA | | | |
| 20 | Remote Microphone | 1 | EA | | | |
| | No proprietary hardware or software will be accepted. | | **Total Bid** | | | |

Work to use existing power, raceway conduits, fire wall sleeves where possible, include new installations where necessary. Work also includes relays for HVAC and the Elevator

Bidder/Contractor Name:_____

Mailing Address: _____

Telephone Number: _____ E-mail Address:_____ _____

_____ _____ FEIN: _____

Authorized Signatory Printed Name

_____ _____

Title Date

STATE OF _____COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20__, by

_____as_____of_____
____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____

NOTARY PUBLIC, State of _____

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**
**☞Failure to submit this form may be grounds for disqualification of your submittal☜**

## Attachment "F"
## Trench Safety Certification

Section 553.62, Florida Statutes incorporates the Occupational Safety and Health Administration's (OSHA) safety standards, 29 CFR Section 1926.650 Subpart P, as the State standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other State or political subdivisions may also have standards that are applicable.

If trench excavation is required on the Project more than 5-feet in depth, the Bidder will identify the cost of compliance with the applicable trench safety standards in the table below. If there is no trench excavation on the Project in excess of 5-feet in depth, write "not applicable" below. All costs to comply with trench safety standards will be incidental to the Project or various related Pay Items.

| | Trench Safety Measure (Description) | Units of Measure | Quantity | Unit Cost | Extended Cost |
|---|---|---|---|---|---|
| 1. | _____ | _____ | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ | _____ | _____ |
| 5. | _____ | _____ | _____ | _____ | _____ |

(Attach Separate Sheet if Necessary)

If applicable, this certifies that all trench excavation performed within the control of the Contractor will be in accordance with all applicable standards and with the Specifications, and with all requirements of Florida Statute, Sections 553.63(1)(a), 553.63(1)(b), and 553.63(1)(c).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signatory Printed Name

_____ _____

Title Date

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**
**☞Failure to submit this form may be grounds for disqualification of your submittal☜**

| | City of Cocoa \| Finance Department \| Purchasing & Contracts Division<br>65 Stone Street, Cocoa, FL 32922<br>Phone: 321-433-8833 \| Fax: 321-433-8690 | Solicitation Number: ITB B-23-16-COC |
|---|---|---|
| | **INVITATION TO BID (ITB)** | Due Date: 03/02/2023 |
| **TITLE:** Cocoa Village Historic Playhouse Fire Alarm Panel and Annunciator Replacement | | |

**Attachment "G"**
**Certificate of Non-Segregated Facilities**

CERTIFICATION TO BE SUBMITTED BY CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING TEN THOUSAND DOLLARS (US $10,000.00) WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)

The construction Contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that construction Contractor do not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that construction Contractor will not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, and transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The construction Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars (US $10,000.00) which are not exempt from the provisions of the equal opportunity clause and that construction Contractor will retain such certifications in its files.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:
_____

Mailing Address:
_____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____
Authorized Signatory Printed Name

_____ _____
Title Date

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**
**☞Failure to submit this form may be grounds for disqualification of your submittal☜**

**Attachment "H"**

**Drug-Free Workplace Certification**

When applicable, the drug-free certification form below must be signed and returned with the ITB response.

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 dangers of drug abuse in the workplace, the business' policy of 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 the first paragraph.

D. In the statement specified in the first paragraph, 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 contendere to, any violation of chapter 893, Florida Statutes, 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 the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

_____

AFFIANT SIGNATURE

_____

Typed Name of AFFIANT

_____

Title

| | City of Cocoa \| Finance Department \| Purchasing & Contracts Division<br>65 Stone Street, Cocoa, FL 32922<br>Phone: 321-433-8833 \| Fax: 321-433-8690 | **Solicitation Number: ITB B-23-16-COC** |
|---|---|---|
| | **INVITATION TO BID (ITB)** | **Due Date: 03/02/2023** |
| **TITLE:** Cocoa Village Historic Playhouse Fire Alarm Panel and Annunciator Replacement | | |

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20__, by _____as_____of_____ _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**
**☞Failure to submit this form may be grounds for disqualification of your submittal☜**

**Attachment "I"**
**Conflict of Interest and Non-Collusion Statement**

A. This sworn statement is submitted by_____ whose business address is [Name of entity submitting sworn statement] and (if applicable) its Federal Employer Identification Number (FEIN) is _____ of the individual signing this sworn statement: _____.

My name is _____ and my relationship to the above entity is_____.

[Please print name of individual signing]

B. **CONFLICT OF INTEREST**

A. The entity hereby submits a proposal/offer to ITB # _____ for _____ Services.

B. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

C. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.

D. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

F. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.

G. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.

H. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cocoa government.

I. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

C. **NON-COLLUSION PROVISION CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

D. **LOBBYING CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City 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 either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

_____
AUTHORIZED SIGNATURE

_____
Typed Name of AUTHORIZED SIGNATORY

_____
Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20__, by _____as_____of_____ _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____

NOTARY PUBLIC, State of _____

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**
**☞Failure to submit this form may be grounds for disqualification of your submittal☜**

**Attachment "J"**

**Organizational Information**

The Bidder must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Bidder must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

| **TYPE OF ORGANIZATION** | | | | | |
|---|---|---|---|---|---|
| (Please place a check mark (✓) next to applicable type) | | | | | |
| | Corporation | | Partnership | | Non-Profit |
| | Joint Venture | | Sole Proprietorship | | Other (Please specify) |
| | | | | | |
| State of Incorporation | | | | | |
| Principal Place of Business (Enter Address) | | | | | |
| | | | | | |
| Federal I.D Number | | | | | |

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:

_____

Mailing Address:

_____

| | City of Cocoa \| Finance Department \| Purchasing & Contracts Division<br>65 Stone Street, Cocoa, FL 32922<br>Phone: 321-433-8833 \| Fax: 321-433-8690 | **Solicitation Number: ITB B-23-16-COC** |
|---|---|---|
| | **INVITATION TO BID (ITB)** | **Due Date: 03/02/2023** |
| **TITLE:** Cocoa Village Historic Playhouse Fire Alarm Panel and Annunciator Replacement | | |

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signatory Printed Name

_____ _____

Title Date

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**
**☞Failure to submit this form may be grounds for disqualification of your submittal☜**

**Attachment "K"**
**Proposed Schedule of Subcontractor Participation**

| ☐ **No Subcontracting (of any kind) will be utilized on this project.** | | **Total Project Amount: $** | |
|---|---|---|---|
| Subcontractor Minority Code (if applicable) | Company Name Address Phone, Fax, Email | Trade, Services or Materials portion to be subcontracted | Percent (%) of Scope/Contract |
| Federal ID | | | Dollar Value |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| **PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION** | | | |
| **PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION** | | | |

| Minority Code | Code Description | Minority Code | Code Description |
|---|---|---|---|
| AA | African American | NA | Native American |
| A | Asian/Pacific Islander | W | Woman |
| H | Hispanic | SDVBE | Service Disabled Veteran |

When applicable, the Bidder, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

| | City of Cocoa \| Finance Department \| Purchasing & Contracts Division<br>65 Stone Street, Cocoa, FL 32922<br>Phone: 321-433-8833 \| Fax: 321-433-8690 | **Solicitation Number: ITB B-23-16-COC** |
|---|---|---|
| | **INVITATION TO BID (ITB)** | **Due Date: 03/02/2023** |
| **TITLE:** Cocoa Village Historic Playhouse Fire Alarm Panel and Annunciator Replacement | | |

Bidder/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____
Authorized Signatory Printed Name

_____ _____
Title Date

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**
**☞Failure to submit this form may be grounds for disqualification of your submittal☜**

## Attachment "L"

## References

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed by the Firm and completed within the last five (5) years**, which are similar type, scope, and complexity. References from projects that are at substantial completion will be accepted. (A Reference from City of Cocoa is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

| **Project #1:** | | | | |
|---|---|---|---|---|
| Project Name: | | | | |
| Type of Project/Service: | | | | |
| Address: | | | | |
| Contracting Agency/Client: | | | | |
| Contact Name and Phone #: | | | | |
| Contact Email Address and Fax #: | | | | |
| Contract Amount: | Start Date: | | End Date: | |
| **Project #2:** | | | | |
| Project Name: | | | | |
| Type of Project/Service: | | | | |
| Address: | | | | |
| Contracting Agency/Client: | | | | |
| Contact Name and Phone #: | | | | |
| Contact Email Address and Fax #: | | | | |
| Contract Amount: | Start Date: | | End Date: | |
| **Project #3:** | | | | |
| Project Name: | | | | |
| Type of Project/Service: | | | | |
| Address: | | | | |
| Contracting Agency/Client: | | | | |
| Contact Name and Phone #: | | | | |
| Contact Email Address and Fax #: | | | | |
| Contract Amount: | Start Date: | | End Date: | |

| **Project #4:** | | | | |
|---|---|---|---|---|
| Project Name: | | | | |
| Type of Project/Service: | | | | |
| Address: | | | | |
| Contracting Agency/Client: | | | | |
| Contact Name and Phone #: | | | | |
| Contact Email Address and Fax #: | | | | |
| Contract Amount: | Start Date: | | End Date: | |
| **Project #5:** | | | | |
| Project Name: | | | | |
| Type of Project/Service: | | | | |
| Address: | | | | |
| Contracting Agency/Client: | | | | |
| Contact Name and Phone #: | | | | |
| Contact Email Address and Fax #: | | | | |
| Contract Amount: | Start Date: | | End Date: | |

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**
**☞Failure to submit this form may be grounds for disqualification of your submittal☜**

| | City of Cocoa \| Finance Department \| Purchasing & Contracts Division<br>65 Stone Street, Cocoa, FL 32922<br>Phone: 321-433-8833 \| Fax: 321-433-8690 | Solicitation Number: ITB B-23-16-COC |
|---|---|---|
| | **INVITATION TO BID (ITB)** | Due Date: 03/02/2023 |
| **TITLE:** Cocoa Village Historic Playhouse Fire Alarm Panel and Annunciator Replacement | | |

**Attachment "M"**

**Truth-in-Negotiations Certification**

For lump-sum or fixed-fee Professional Service Agreements over One Hundred Ninety- Five Thousand and 00/100 Dollars ($195,000.00), the City requires the Respondent to execute this certificate and include it with their submittal.

Upon execution of an Agreement, Respondent hereby certifies that, in accordance with Section 287.055(5)(a), Florida Statutes (as amended), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the City may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the City determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one (1) year following the end of the Agreement.

Proposer/Contractor Name:
_____

Mailing Address:
_____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____
Authorized Signatory Printed Name

_____ _____
Title Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20__, by _____as_____of_____ _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**
**☞Failure to submit this form may be grounds for disqualification of your submittal☜**

| | City of Cocoa \| Finance Department \| Purchasing & Contracts Division<br>65 Stone Street, Cocoa, FL 32922<br>Phone: 321-433-8833 \| Fax: 321-433-8690 | **Solicitation Number: ITB B-23-16-COC** |
|---|---|---|
| | **INVITATION TO BID (ITB)** | **Due Date: 03/02/2023** |
| **TITLE:** Cocoa Village Historic Playhouse Fire Alarm Panel and Annunciator Replacement | | |

**Attachment "N"**

**Solicitation Response Identification Label**

NOTICE TO ALL RESPONDENTS: For your convenience, the label below has been provided to properly identify your solicitation submittal. Place your submittal in a sealed envelope or package, type or print the company name and address in the area provided below and affix the label on the outer surface of the envelope or package.

City requests that all visitors call the Purchasing & Contracts Division from the courtesy phone located on the 1st Floor reception area. If you are hand-delivering a solicitation, a time/date stamp will be available at the receptionist desk. The solicitation submittal envelope or package and label will be date stamped and the Purchasing & Contracts Division will be notified. A record of all deliveries and delivery times will be documented on the Package Sign-In Sheet Receipt Log and such record will be retained.

**PLEASE FILL OUT THE LABEL BELOW AND ATTACH SAME TO YOUR SOLICITATION RESPONSE ENVELOPE OR PACKAGE**.

Cut out the label and tape it to the outer sealed solicitation envelope or package.

✂----------

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

ATTENTION: **PURCHASING & CONTRACTS DIVISION**

SOLICITATION NUMBER: **ITB B-23-16-COC**

TITLE: **Cocoa Village Historic Playhouse Fire Alarm Panel and Annunciator Replacement**

SOLICITATION DUE DATE: 03/02/2023 TIME: 3:00pm Local Time

FROM: _____

_____

_____

DELIVER TO: City of Cocoa
Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

| | City of Cocoa \| Finance Department \| Purchasing & Contracts Division<br>65 Stone Street, Cocoa, FL 32922<br>Phone: 321-433-8833 \| Fax: 321-433-8690 | **Solicitation Number: ITB B-23-16-COC** |
|---|---|---|
| | **INVITATION TO BID (ITB)** | **Due Date: 03/02/2023** |
| **TITLE:** Cocoa Village Historic Playhouse Fire Alarm Panel and Annunciator Replacement | | |

**Attachment "O"**

**Contractor Certification Regarding Scrutinized Companies**

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. Both lists are created pursuant to section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Bidder/Contractor Name:

_____

Mailing Address:

_____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signatory Printed Name

_____ _____

Title Date

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**

**☞Failure to submit this form may be grounds for disqualification of your submittal☜**

# Attachment "P"

## E-Verify Contractor Affidavit

I hereby certify that _____ [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

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

A true and correct copy of _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

_____
Print Name: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging) , a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

_____
[Notary Seal] Notary Public

_____
Name typed, printed, or stamped
My Commission Expires: _____

**PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE**
**PROOF OF REGISTRATION FROM E-VERIFY SYSTEM MUST BE ATTACHED**
**☞Failure to submit this form may be grounds for disqualification of your submittal☜**

# Attachment "Q"

**Federally Required Contract Clauses**
**for FEMA Grantees and Subgrantees**

**1.** ***Equal Employment Opportunity***

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or

in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency 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 subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24,1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**2. *Compliance with the Davis-Bacon Act***

The contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. Prevailing wage determinations are issued by the Department of Labor and can be found by visiting their website at: https://www.dol.gov/agencies/whd/government-contracts/construction. These rates may be subject to change based on the January 2022 update.

**3. *Compliance with the Copeland "Anti-Kickback" Act***

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

**4. Compliance with the Contract Work Hours and Safety Standards Act**

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
(3) *Withholding for unpaid wages and liquidated damages.* The CITY OF COCOA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section

~~5. Rights to Inventions Made Under a Contract or Agreement~~ **Not Applicable**

~~Include CFR Title 37 § 401.14 Standard patent rights clauses when applicable~~

**6. Clean Air Act**

a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

**7. Federal Water Pollution Control Act**

a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

**8. Suspension and Debarment**

*a.* This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
*b.* The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
*c.* This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
*d.* The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**9. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

a. Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to

pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

**10. PROCUREMENT OF RECOVERED MATERIALS**

a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
   i. Competitively within a timeframe providing for compliance with the contract performance schedule;
   ii. Meeting contract performance requirements; or
   iii. At a reasonable price.

b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b. Prohibitions.

   i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

   ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

      1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
      2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of

any system;

3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. *Exceptions.*

i. This clause does not prohibit contractors from providing—

1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

1. Covered telecommunications equipment or services that:
   a. Are *not used* as a substantial or essential component of any system; *and*
   b. Are *not used* as critical technology of any system.
2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. *Reporting requirement.*

i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook

to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

**12.** DOMESTIC PREFERENCES FOR PROCUREMENTS

a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:
   i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
   ii. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**13.** Access to Records

The following access to records requirements apply to this contract:

(1) The contractor agrees to provide the City, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

**14.** *DHS Seal, Logo, and Flags*

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**15.** *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**16.** *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**17.** *Program Fraud and False or Fraudulent Statements or Related Acts*
The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract. *Byrd Anti-Lobbying Amendment* Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:
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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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 Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

**18.** *Affirmative Socioeconomic Steps*

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**19.** ~~*Copyright and Data Rights*~~ ***Not applicable***

~~The Contractor grants to the CITY OF COCOA a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the CITY OF COCOA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF COCOA first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF COCOA.~~

| | City of Cocoa \| Finance Department \| Purchasing & Contracts Division<br>65 Stone Street, Cocoa, FL 32922<br>Phone: 321-433-8833 \| Fax: 321-433-8690 | Solicitation Number:<br>ITB B-23-16-COC |
|---|---|---|
| | **INVITATION TO BID (ITB)** | Due Date:<br>03/02/2023 |
| **TITLE:** Cocoa Village Historic Playhouse Fire Alarm Panel and Annunciator Replacement | | |

## RESPONSE COVER PAGE

| | |
|---|---|
| **COMPANY NAME** | Integrated Fire & Security Solutions, Inc. (IFSS) |
| **ADDRESS** | 4615 Parkbreeze Court, Orlando FL 32808 |
| **PRIMARY CONTACT** | Lisa Whittemore |
| **TELEPHONE #** | 407-819-2632 |
| **EMAIL ADDRESS** | lwhittemore@ifssi.com |

SUBMITTAL CHECKLIST

| [X] | SUBMITTAL REQUIREMENT / DOCUMENT |
|---|---|
| | Original Submittal Package bound with binder clip |
| | Attended Pre-Bid (if Mandatory) |
| | Cover Letter (not mandatory) |
| | Attachment "A" Submittal Acknowledgement |
| | Attachment "B" Addendum Acknowledgement |
| | Attachment "C" Insurance |
| | ~~Attachment "D" Bid Security Bond (if required)~~ |
| | Attachment "E" Bid Price Schedule |
| | Attachment "F" Trench Safety (if required) |
| | Attachment "G" Certificate of Non-Segregated Facilities |
| | Attachment "H" Drug-Free Workplace |
| | Attachment "I" Conflict of Interest and Non-Collusion |
| | Attachment "J" Organizational Info |
| | Attachment "K" Subcontractor Participation |
| | Attachment "L" References |
| | Attachment "M" Truth-in-Negotiations |
| | ~~Attachment "N" Solicitation Label affixed to envelope~~ |
| | Attachment "O" Scrutinized Companies |
| | Attachment "P" E-Verify Affidavit (including screenshot from website showing active account) |
| | Attachment "Q" Federally Required Contract Clauses for FEMA Grantees and Subgrantees |
| | Proof of Florida Registration (if required) |
| | Professional License(s) (if required) |
| | W9 |
| | Proof of Insurance |
| | USB drive with electronic copy of submittal |

| | City of Cocoa \| Finance Department \| Purchasing & Contracts Division<br>65 Stone Street, Cocoa, FL 32922<br>Phone: 321-433-8833 \| Fax: 321-433-8690 | Solicitation Number:<br>ITB B-23-16-COC |
|---|---|---|
| | **INVITATION TO BID (ITB)** | Due Date:<br>03/02/2023 |
| **TITLE:** Cocoa Village Historic Playhouse Fire Alarm Panel and Annunciator Replacement | | |

**Attachment "A"**

**Submittal Acknowledgement**

By executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of respondent to submit a response to the City of Cocoa and bind the Respondent to the terms and conditions of this solicitation. 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 solicitation and all subsequently issued addendums.

Respondent certifies, represents, and warrants that all information contained in Respondent's submittal is accurate and truthful and that the City of Cocoa will rely on said information during its review of the submittal. Respondent 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.

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

Signature _____ Date 3/1/23

Name: Tim Melnick

Title: Branch Manager, Orlando

Company Name: Integrated Fire & Security Solutions, Inc. (IFSS)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1st MAR (date) by Tim Melnick (name of officer or agent, title of officer or agent) of IFSS (name of corporation acknowledging) , a FL (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

_____
[Notary Seal] Notary Public
MARY GARRETT
Name typed, printed, or stamped
My Commission Expires: 12-06-2024

MARY K GARRETT
Notary Public-State of Florida
Commission # HH 69503
My Commission Expires
December 06, 2024

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**
**☞Failure to submit this form may be grounds for disqualification of your submittal☜**

RE: **Solicitation Number:**
**ITB B-23-16-COC**

**Justin Peterson, President**
**1970 Dana Drive**
**Ft. Myers, FL 33907**

**Tim Melnick, Branch Manager Orlando, is authorized to sign the documents for Integrated Fire and Security Solution in reference to Solicitation Number: ITB B-23-16-COC. He has full authority on behalf of respondent to submit a response to the City of Cocoa and bind the Respondent to the terms and conditions of this solicitation.**

2/28/23

**Justin Peterson**
**President**
**Integrated Fire and Security Solutions, Inc.**

| | City of Cocoa \| Finance Department \| Purchasing & Contracts Division<br>65 Stone Street, Cocoa, FL 32922<br>Phone: 321-433-8833 \| Fax: 321-433-8690 | Solicitation Number:<br>ITB B-23-16-COC |
|---|---|---|
| | **INVITATION TO BID (ITB)** | Due Date:<br>03/02/2023 |
| **TITLE:** Cocoa Village Historic Playhouse Fire Alarm Panel and Annunciator Replacement | | |

**Attachment "B"**
**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 Dated: February 22, 2023

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

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.

Bidder/Contractor Name:
Integrated Fire & Security Solutions, Inc. (IFSS)

Mailing Address:
1970 Dana Drive, Fort Myers, FL 33907

Telephone Number: 239-415-4374 Fax Number: 239-415-4378 E-mail Address: tmelnick@ifssi.com

Authorized Signatory

Tim Melnick FEIN: 75-3213855
Printed Name

Branch Manager, Orlando
Title

3/1/23
Date

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**
**☞Failure to submit this form may be grounds for disqualification of your submittal☜**

**Attachment "C"**
**Insurance Requirements**

A. Insurance. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. Limits. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with at a minimum the respective limits as outlined herein:

| | |
|---|---|
| Automobile combined single limit or | $1,000,000.00 |
| a) Automobile Bodily Injury and | $ 500,000.00 |
| b) Automobile Property Damage | $ 500,000.00 |
| Umbrella / Excess Liability | |
| a) Liability each occurrence | $1,000,000.00 |
| b) Aggregate combined limit (policy year) | $2,000,000.00 |
| Commercial General Liability | |
| a) Each Occurrence | $1,000,000.00 |
| b) Medical Expense (Any one Person) | $ 5,000.00 |
| c) Personal & Adv. Injury | $1,000,000.00 |
| d) General Aggregate | $2,000,000.00 |
| e) Products – Comp/OP AGG | $2,000,000.00 |
| Worker's Compensation | $1,000,000.00 |

Worker's Compensation: Employers' liability insurance, which covers the statutory obligation for all persons, engaged in the performance of the work required hereunder with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Bidder understands and acknowledges that it shall be solely responsible for all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

C. City as Additional Insured. The successful Bidder/Contractor and/or subcontractor shall name the "City of Cocoa" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

D. Certificates of Insurance. The successful Bidder/Contractor and/or subcontractor shall provide the City's Purchasing & Contracts Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:
   City of Cocoa
   c/o Administrative Services Director
   65 Stone Street
   Cocoa, Florida 32922

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES, THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF COCOA, PURCHASING & CONTRACTS DIVISION, 65 STONE STREET, COCOA, FLORIDA 32922**

E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.

F. Subcontractors. The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the City.

G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.

H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Cocoa. The liability policies shall be Primary/Non-Contributory.

| | City of Cocoa \| Finance Department \| Purchasing & Contracts Division<br>65 Stone Street, Cocoa, FL 32922<br>Phone: 321-433-8833 \| Fax: 321-433-8690 | Solicitation Number:<br>ITB B-23-16-COC |
|---|---|---|
| | **INVITATION TO BID (ITB)** | Due Date:<br>03/02/2023 |
| **TITLE:** Cocoa Village Historic Playhouse Fire Alarm Panel and Annunciator Replacement | | |

AFFIANT SIGNATURE

Tim Melnick

Typed Name of AFFIANT

Branch Manager, Orlando

Title

The foregoing instrument was executed before me this 1st day of MARCH, 2023 by Tim Melnick as Branch Manager of IFSS, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

MARY K GARRETT
Notary Public-State of Florida
Commission # HH 69503
My Commission Expires
December 06, 2024

NOTARY PUBLIC mgarrett
STATE OF FLORIDA
MY COMMISSION EXPIRES: 12-06-24

***The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.***

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**
**☞Failure to submit this form may be grounds for disqualification of your submittal☜**

| | City of Cocoa \| Finance Department \| Purchasing & Contracts Division<br>65 Stone Street, Cocoa, FL 32922<br>Phone: 321-433-8833 \| Fax: 321-433-8690 | Solicitation Number:<br>ITB B-23-16-COC |
|---|---|---|
| | **INVITATION TO BID (ITB)** | Due Date:<br>03/02/2023 |
| **TITLE:** Cocoa Village Historic Playhouse Fire Alarm Panel and Annunciator Replacement | | |

**Attachment "E"**
**Bid Price Schedule and Acceptance of Terms and Conditions**

Each Bidder shall fill out and complete the Bid Schedule form included in this Section and shall submit the appropriate number of copies as part of the Bid. The purpose of the Bid Schedule is to provide a uniform comparison of the bids. **Award of this contract will be based on the lowest bid price.** Itemized Unit pricing provided must include all labor, installation and ancillary materials. The total bid price must be equal to the sum of the values in the bid breakdown. The verified sum of the individual values in the bid breakdown takes precedence over any discrepancy between the Total Lump Sum Bid Price written and the corrected total lump sum bid price.

| Line Item | Item Description | Quantity | Unit of Issue | Unit Price | Extended Price | Remarks |
|---|---|---|---|---|---|---|
| 1 | Silent Knight Addressable Fire System Panel (SK-6808) | 1 | EA | $2,851.35 | $2,851.35 | |
| 2 | Silent Knight Annunciator (SK-6860) | 2 | EA | $1,487.50 | $2,975.00 | |
| 3 | Pulls | 22 | EA | $444.90 | $9,787.80 | |
| 4 | Power Expander | 3 | EA | $1,043.20 | $3,129.60 | |
| 5 | Heat Detector | 3 | EA | $562.75 | $1,688.25 | |
| 6 | Smoke Detector | 38 | EA | $648.40 | $24,639.20 | |
| 7 | Duct Smoke, Base & Housing | 8 | EA | $978.45 | $7,827.60 | |
| 8 | Remote Test Station | 8 | EA | $341.90 | $2,735.20 | |
| 9 | Tubes | 8 | EA | $248.40 | $1,987.20 | |
| 10 | Wall Mount Speaker Strobes | 35 | EA | $951.65 | $33,307.75 | |
| 11 | Relay Modules | 20 | EA | $326.30 | $6,526.00 | |
| 12 | Monitor Module Sprinkler/Hood/A/C | 10 | EA | $293.60 | $2,936.00 | |
| 13 | Communicator - Cell | 1 | EA | $692.55 | $692.55 | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 14 | 7 AH Batteries | 10 | EA | $124.29 | $1,242.90 | |
| 15 | 120v Surge Suppressor | 3 | EA | $256.00 | $768.00 | |
| 16 | Low Voltage Surge Suppressor | 2 | EA | $273.95 | $547.90 | |
| 17 | Voice Evac | 1 | EA | $3,602.25 | $3,602.25 | |
| 18 | Zone Expander | 2 | EA | $851.00 | $1,702.00 | |
| 19 | Expansion Amp | 1 | EA | $725.45 | $725.45 | |
| 20 | Remote Microphone | 1 | EA | $1,169.60 | $1,169.60 | |
| 21 | Deluge Panel Control Connection | 1 | EA | $2,760.85 | $2,760.85 | |
| | No proprietary hardware or software will be accepted. | | **Total Bid** | $113,602.45 | | |

Work to use existing power, raceway conduits, fire wall sleeves where possible, include new installations where necessary. Work also includes relays for HVAC and the Elevator. Work to include related wiring as needed. Testing and reinspection is also included.

Bidder/Contractor Name: Integrated Fire & Security Solutions, Inc. (IFSS)

Mailing Address: 1970 Dana Drive, Fort Myers, FL 33907

Telephone Number: 239-415-4374 E-mail Address: tmelnick@ifssi.com

Authorized Signatory

Tim Melnick FEIN: 75-3213855

Printed Name

Branch Manager, Orlando

Title

3/1/23

Date

| | City of Cocoa \| Finance Department \| Purchasing & Contracts Division<br>65 Stone Street, Cocoa, FL 32922<br>Phone: 321-433-8833 \| Fax: 321-433-8690 | Solicitation Number:<br>ITB B-23-16-COC |
|---|---|---|
| | **INVITATION TO BID (ITB)** | Due Date:<br>03/02/2023 |
| **TITLE:** Cocoa Village Historic Playhouse Fire Alarm Panel and Annunciator Replacement | | |

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was executed before me this 1st day of MARCH, 2023 by

Tim Melnick as Branch Manager of IFSS, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

mgarrett

NOTARY PUBLIC, State of FL

MARY K GARRETT
Notary Public-State of Florida
Commission # HH 69503
My Commission Expires
December 06, 2024

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**
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## Attachment "F"
## Trench Safety Certification

Section 553.62, Florida Statutes incorporates the Occupational Safety and Health Administration's (OSHA) safety standards, 29 CFR Section 1926.650 Subpart P, as the State standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other State or political subdivisions may also have standards that are applicable.

If trench excavation is required on the Project more than 5-feet in depth, the Bidder will identify the cost of compliance with the applicable trench safety standards in the table below. If there is no trench excavation on the Project in excess of 5-feet in depth, write "not applicable" below. All costs to comply with trench safety standards will be incidental to the Project or various related Pay Items.

| | Trench Safety Measure (Description) | Units of Measure | Quantity | Unit Cost | Extended Cost |
|---|---|---|---|---|---|
| 1. | | | | | |
| 2. | NOT APPLICABLE | | | | |
| 3. | | | | | |
| 4. | | | | | |
| 5. | | | | | |

(Attach Separate Sheet if Necessary)

If applicable, this certifies that all trench excavation performed within the control of the Contractor will be in accordance with all applicable standards and with the Specifications, and with all requirements of Florida Statute, Sections 553.63(1)(a), 553.63(1)(b), and 553.63(1)(c).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name: Integrated Fire & Security Solutions, Inc. (IFSS)

Mailing Address: 1970 Dana Drive, Fort Myers, FL 33907

Telephone Number: 239-415-4374 Fax Number: 239-415-4378 E-mail Address: tmelnick@ifssi.com

Authorized Signatory — Tim Melnick (Printed Name) — FEIN: 75-3213855

Branch Manager, Orlando (Title) — 03-01-2023 (Date)

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**
**☞Failure to submit this form may be grounds for disqualification of your submittal☜**

| | City of Cocoa \| Finance Department \| Purchasing & Contracts Division<br>65 Stone Street, Cocoa, FL 32922<br>Phone: 321-433-8833 \| Fax: 321-433-8690 | Solicitation Number:<br>ITB B-23-16-COC |
|---|---|---|
| | **INVITATION TO BID (ITB)** | Due Date:<br>03/02/2023 |
| **TITLE:** Cocoa Village Historic Playhouse Fire Alarm Panel and Annunciator Replacement | | |

**Attachment "G"**
**Certificate of Non-Segregated Facilities**

CERTIFICATION TO BE SUBMITTED BY CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING TEN THOUSAND DOLLARS (US $10,000.00) WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)

The construction Contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that construction Contractor do not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that construction Contractor will not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, and transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The construction Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars (US $10,000.00) which are not exempt from the provisions of the equal opportunity clause and that construction Contractor will retain such certifications in its files.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:
Integrated Fire & Security Solutions, Inc. (IFSS)

Mailing Address:
1970 Dana Drive, Fort Myers, FL 33907

Telephone Number: 239-415-4374 Fax Number: 239-415-4378 E-mail Address: tmelnick@ifssi.com

Authorized Signatory | Tim Melnick (Printed Name) | FEIN: 75-3213855

Branch Manager, Orlando (Title) | 3/1/23 (Date)

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**
**☞Failure to submit this form may be grounds for disqualification of your submittal☜**

## Attachment "H"
## Drug-Free Workplace Certification

When applicable, the drug-free certification form below must be signed and returned with the ITB response.

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 dangers of drug abuse in the workplace, the business' policy of 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 the first paragraph.

D. In the statement specified in the first paragraph, 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 contendere to, any violation of chapter 893, Florida Statutes, 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 the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

AFFIANT SIGNATURE

Tim Melnick

Typed Name of AFFIANT

Branch Manager, Orlando

Title

| | City of Cocoa \| Finance Department \| Purchasing & Contracts Division<br>65 Stone Street, Cocoa, FL 32922<br>Phone: 321-433-8833 \| Fax: 321-433-8690 | Solicitation Number:<br>ITB B-23-16-COC |
|---|---|---|
| | **INVITATION TO BID (ITB)** | Due Date:<br>03/02/2023 |
| **TITLE:** Cocoa Village Historic Playhouse Fire Alarm Panel and Annunciator Replacement | | |

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was executed before me this 1ST day of MARCH, 2023 by TIM MELNICK as ~~TESS~~ BM of IFSS, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

mgarrett
NOTARY PUBLIC, State of FL

MARY K GARRETT
Notary Public-State of Florida
Commission # HH 69503
My Commission Expires
December 06, 2024

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**
**☞Failure to submit this form may be grounds for disqualification of your submittal☜**

## Attachment "I"
## Conflict of Interest and Non-Collusion Statement

A. This sworn statement is submitted by Integrated Fire & Security Solutions, Inc. (IFSS) whose business address is 1970 Dana Dr., Fort Myers, FL 33907 and (if applicable) its Federal Employer Identification Number (FEIN) is 75-3213855 of the individual signing this sworn statement: Tim Melnick.

My name is Tim Melnick and my relationship to the above entity is Branch Manager, Orlando.

[Please print name of individual signing]

B. **CONFLICT OF INTEREST**

A. The entity hereby submits a proposal/offer to ITB # ITB B-23-16-COC for Cocoa Playhouse Fire Alarm Replacement Services.

B. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

C. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.

D. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

F. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.

G. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.

H. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cocoa government.

I. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

C. **NON-COLLUSION PROVISION CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

D. **LOBBYING CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City 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 either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

_____
AUTHORIZED SIGNATURE

Tim Melnick
Typed Name of AUTHORIZED SIGNATORY

Branch Manager, Orlando
Title

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was executed before me this 1ST day of MARCH, 2023 by Tim Melnick as Branch Manager of IFSS, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

MARY K GARRETT
Notary Public-State of Florida
Commission # HH 69503
My Commission Expires
December 06, 2024

mgarrett
NOTARY PUBLIC, State of FL

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**
**☞Failure to submit this form may be grounds for disqualification of your submittal☜**

| | City of Cocoa \| Finance Department \| Purchasing & Contracts Division<br>65 Stone Street, Cocoa, FL 32922<br>Phone: 321-433-8833 \| Fax: 321-433-8690 | Solicitation Number:<br>ITB B-23-16-COC |
|---|---|---|
| | **INVITATION TO BID (ITB)** | Due Date:<br>03/02/2023 |
| **TITLE:** Cocoa Village Historic Playhouse Fire Alarm Panel and Annunciator Replacement | | |

**Attachment "J"**

**Organizational Information**

The Bidder must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Bidder must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

| TYPE OF ORGANIZATION | | | | | |
|---|---|---|---|---|---|
| (Please place a check mark (✓) next to applicable type) | | | | | |
| ✓ | Corporation | | Partnership | | Non-Profit |
| | Joint Venture | | Sole Proprietorship | | Other (Please specify) |
| | | | | | |
| State of Incorporation | | Florida | | | |
| Principal Place of Business (Enter Address) | | 1970 Dana Drive, Fort Myers FL 33907 | | | |
| | | | | | |
| Federal I.D Number | | 75-3213855 | | | |

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:

Integrated Fire & Security Solutions, Inc. (IFSS)

Mailing Address:

1970 Dana Drive, Fort Myers, FL 33907

| | City of Cocoa \| Finance Department \| Purchasing & Contracts Division<br>65 Stone Street, Cocoa, FL 32922<br>Phone: 321-433-8833 \| Fax: 321-433-8690 | Solicitation Number:<br>ITB B-23-16-COC |
|---|---|---|
| | **INVITATION TO BID (ITB)** | Due Date:<br>03/02/2023 |
| **TITLE:** Cocoa Village Historic Playhouse Fire Alarm Panel and Annunciator Replacement | | |

Telephone Number: 239-415-4374 Fax Number: 239-415-4378 E-mail Address: tmelnick@ifssi.com

Authorized Signatory

Tim Melnick FEIN: 75-3213855

Printed Name

Branch Manager, Orlando

Title

3/1/23

Date

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**

**☞Failure to submit this form may be grounds for disqualification of your submittal☜**

| | City of Cocoa \| Finance Department \| Purchasing & Contracts Division<br>65 Stone Street, Cocoa, FL 32922<br>Phone: 321-433-8833 \| Fax: 321-433-8690 | Solicitation Number: ITB B-23-16-COC |
|---|---|---|
| | **INVITATION TO BID (ITB)** | Due Date: 03/02/2023 |
| **TITLE:** Cocoa Village Historic Playhouse Fire Alarm Panel and Annunciator Replacement | | |

**Attachment "K"**
**Proposed Schedule of Subcontractor Participation**

| ☐ **No Subcontracting (of any kind) will be utilized on this project.** | | **Total Project Amount: $** | |
|---|---|---|---|
| Subcontractor Minority Code (if applicable) | Company Name Address Phone, Fax, Email | Trade, Services or Materials portion to be subcontracted | Percent (%) of Scope/Contract |
| Federal ID | | | Dollar Value |
| | Nautilus RF, 954-504-8977 | Public Safety Radio Frequency Testing | 2.70241% |
| 83-4192959 | 5399 NE 14th Ave, ste 5, Ft Lauderdale, FL 33334 | | $3,070.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| **PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION** | | | |
| **PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION** | | | |

| Minority Code | Code Description | Minority Code | Code Description |
|---|---|---|---|
| AA | African American | NA | Native American |
| A | Asian/Pacific Islander | W | Woman |
| H | Hispanic | SDVBE | Service Disabled Veteran |

When applicable, the Bidder, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

| | City of Cocoa \| Finance Department \| Purchasing & Contracts Division<br>65 Stone Street, Cocoa, FL 32922<br>Phone: 321-433-8833 \| Fax: 321-433-8690 | Solicitation Number:<br>ITB B-23-16-COC |
|---|---|---|
| | **INVITATION TO BID (ITB)** | **Due Date:**<br>**03/02/2023** |
| **TITLE:** Cocoa Village Historic Playhouse Fire Alarm Panel and Annunciator Replacement | | |

Bidder/Contractor Name:
Integrated Fire & Security Solutions, Inc. (IFSS)

Mailing Address:
1970 Dana Drive, Fort Myers, FL 33907

Telephone Number: 239-415-4374 Fax Number: 239-415-4378 E-mail Address: tmelnick@ifssi.com

Authorized Signatory

Tim Melnick FEIN: 75-3213855
Printed Name

Branch Manager, Orlando
Title

3/1/23
Date

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**
**☞Failure to submit this form may be grounds for disqualification of your submittal☜**

| | City of Cocoa \| Finance Department \| Purchasing & Contracts Division<br>65 Stone Street, Cocoa, FL 32922<br>Phone: 321-433-8833 \| Fax: 321-433-8690 | Solicitation Number:<br>ITB B-23-16-COC |
|---|---|---|
| | **INVITATION TO BID (ITB)** | Due Date:<br>03/02/2023 |
| **TITLE:** Cocoa Village Historic Playhouse Fire Alarm Panel and Annunciator Replacement | | |

## Attachment "L"

## References

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed by the Firm and completed within the last five (5) years**, which are similar type, scope, and complexity. References from projects that are at substantial completion will be accepted. (A Reference from City of Cocoa is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

| **Project #1:** | | | | |
|---|---|---|---|---|
| Project Name:<br>Mirror Lakes Elementary School, Fire Alarm Retrofit | | | | |
| Type of Project/Service:<br>Honeywell Notifier Fire Alarm Retrofit, replacement of existing fire alarm system. | | | | |
| Address: 360 Santa Barbara Blvd N., Cape Coral, FL | | | | |
| Contracting Agency/Client: Lee County Public Schools | | | | |
| Contact Name and Phone #: George Cornwell, 239-479-4227 | | | | |
| Contact Email Address and Fax #: GeorgeFC@LeeSchools.net | | | | |
| Contract Amount: $140,900.00 | Start Date: | 6/27/2017 | End Date: | 4/1/2019 |
| **Project #2:** | | | | |
| Project Name:<br>Hilton Home 2 Suites, Honeywell Fire Alarm System, Access Control and Intrusion Alarm additions | | | | |
| Type of Project/Service:<br>New construction, Design and installation of new Honeywell Notifier Fire Alarm System. | | | | |
| Address: 3685 Kramer Drive, Naples, FL | | | | |
| Contracting Agency/Client: Titan Electric | | | | |
| Contact Name and Phone #: Joshua Fetzner, 239-910-5885 | | | | |
| Contact Email Address and Fax #: josh@titan-electric.net | | | | |
| Contract Amount: $138,700.00 | Start Date: | 5/24/2019 | End Date: | 2/11/2020 |
| **Project #3:** | | | | |
| Project Name:<br>Gateway High School, Notifier Fire Alarm, Access Control, Intrusion | | | | |
| Type of Project/Service:<br>New construction, Design and installation of Honeywell Notifier Fire Alarm System along with addition of Access Control and Intrusion Alarm. | | | | |
| Address: 13820 Griffin Drive, Fort Myers, FL | | | | |
| Contracting Agency/Client: Suffolk Construction | | | | |
| Contact Name and Phone #: Ryan Crete, 239-220-9015 | | | | |
| Contact Email Address and Fax #: RCrete@suffolk.com | | | | |
| Contract Amount: $519,000.00 | Start Date: | 9/14/2019 | End Date: | 4/1/2021 |

| | City of Cocoa \| Finance Department \| Purchasing & Contracts Division<br>65 Stone Street, Cocoa, FL 32922<br>Phone: 321-433-8833 \| Fax: 321-433-8690 | Solicitation Number:<br>ITB B-23-16-COC |
|---|---|---|
| | **INVITATION TO BID (ITB)** | Due Date:<br>03/02/2023 |

**TITLE:** Cocoa Village Historic Playhouse Fire Alarm Panel and Annunciator Replacement

| **Project #4:** | | | | |
|---|---|---|---|---|
| Project Name:<br>Cape Coral Technical College - Notifier Fire Alarm Retrofit | | | | |
| Type of Project/Service:<br>Honeywell Notifier Fire Alarm Retrofit, Upgrade and replacement of existing system. | | | | |
| Address: 360 Santa Barbara Blvd N., Cape Coral, FL | | | | |
| Contracting Agency/Client: Lee County Public Schools | | | | |
| Contact Name and Phone #:George Cornwell, Maintenance Dept. Supervisor, 239-479-4227 | | | | |
| Contact Email Address and Fax #: georgefc@leeschools.net | | | | |
| Contract Amount: $78,4000.00 | Start Date: | 3/18/2019 | End Date: | 7/15/2019 |
| **Project #5:** | | | | |
| Project Name:<br>Sancerre Condominiums - Honeywell Fire Alarm Retrofit | | | | |
| Type of Project/Service:<br>Fire Alarm Replacement / Retrofit and upgrade to Honeywell Notifier System. | | | | |
| Address: 1801 Gulf Shore Blvd N., Naples, FL 34102 | | | | |
| Contracting Agency/Client: Sancerre Condominiums | | | | |
| Contact Name and Phone #: Roberta Mcfarland, 239-649-8667 | | | | |
| Contact Email Address and Fax #: sancerremgr@comcast.net | | | | |
| Contract Amount: 79,827.00 | Start Date: | 1/23/2020 | End Date: | 9/1/2020 |

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**
**☞Failure to submit this form may be grounds for disqualification of your submittal☜**

| | City of Cocoa \| Finance Department \| Purchasing & Contracts Division<br>65 Stone Street, Cocoa, FL 32922<br>Phone: 321-433-8833 \| Fax: 321-433-8690 | Solicitation Number:<br>ITB B-23-16-COC |
|---|---|---|
| | **INVITATION TO BID (ITB)** | Due Date:<br>03/02/2023 |
| **TITLE:** Cocoa Village Historic Playhouse Fire Alarm Panel and Annunciator Replacement | | |

**Attachment "M"**

**Truth-in-Negotiations Certification**

For lump-sum or fixed-fee Professional Service Agreements over One Hundred Ninety- Five Thousand and 00/100 Dollars ($195,000.00), the City requires the Respondent to execute this certificate and include it with their submittal.

Upon execution of an Agreement, Respondent hereby certifies that, in accordance with Section 287.055(5)(a), Florida Statutes (as amended), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the City may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the City determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one (1) year following the end of the Agreement.

Proposer/Contractor Name:
Integrated Fire & Security Solutions, Inc. (IFSS)

Mailing Address:
1970 Dana Drive, Fort Myers, FL 33907

Telephone Number: 239-415-4374 Fax Number: 239-415-4378 E-mail Address: tmelnick@ifssi.com

_____ Tim Melnick FEIN: 75-3213855
Authorized Signatory Printed Name

Branch Manager, Orlando 3/1/23
Title Date

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was executed before me this 1st day of MARCH, 2023 by Tim Melnick as Branch Manager of IFSS, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

MARY K GARRETT
Notary Public-State of Florida
Commission # HH 69503
My Commission Expires
December 06, 2024

mgarrett
NOTARY PUBLIC, State of FLORIDA

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**

**☞Failure to submit this form may be grounds for disqualification of your submittal☜**

| | City of Cocoa \| Finance Department \| Purchasing & Contracts Division<br>65 Stone Street, Cocoa, FL 32922<br>Phone: 321-433-8833 \| Fax: 321-433-8690 | Solicitation Number:<br>ITB B-23-16-COC |
|---|---|---|
| | **INVITATION TO BID (ITB)** | Due Date:<br>03/02/2023 |
| **TITLE:** Cocoa Village Historic Playhouse Fire Alarm Panel and Annunciator Replacement | | |

**Attachment "O"**

**Contractor Certification Regarding Scrutinized Companies**

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. Both lists are created pursuant to section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Bidder/Contractor Name:
Integrated Fire & Security Solutions, Inc. (IFSS)

Mailing Address:
1970 Dana Drive, Fort Myers, FL 33907

Telephone Number: 239-415-4374 Fax Number: 239-415-4378 E-mail Address: tmelnick@ifssi.com

Authorized Signatory | Tim Melnick (Printed Name) | FEIN: 75-3213855

Branch Manager, Orlando (Title) | 3/1/23 (Date)

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**
**☞Failure to submit this form may be grounds for disqualification of your submittal☜**

| | City of Cocoa \| Finance Department \| Purchasing & Contracts Division<br>65 Stone Street, Cocoa, FL 32922<br>Phone: 321-433-8833 \| Fax: 321-433-8690 | Solicitation Number:<br>ITB B-23-16-COC |
|---|---|---|
| | **INVITATION TO BID (ITB)** | Due Date:<br>03/02/2023 |
| **TITLE:** Cocoa Village Historic Playhouse Fire Alarm Panel and Annunciator Replacement | | |

# Attachment "P"

## E-Verify Contractor Affidavit

I hereby certify that Integrated Fire & Security Solutions, Inc. (IFSS) [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

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

A true and correct copy of Integrated Fire & Security Solutions, Inc. (IFSS) [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

_____

Print Name: Tim Melnick

Date: 3/1/23

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1st MAR (date) by Tim Melnick (name of officer or agent, title of officer or agent) of IFSS (name of corporation acknowledging) , a FL (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

_____

[Notary Seal] Notary Public

MARY GARRETT

Name typed, printed, or stamped

My Commission Expires: 12-06-24

MARY K GARRETT
Notary Public-State of Florida
Commission # HH 69503
My Commission Expires
December 06, 2024

**PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE**
**PROOF OF REGISTRATION FROM E-VERIFY SYSTEM MUST BE ATTACHED**
**☞Failure to submit this form may be grounds for disqualification of your submittal☜**

# My Company Profile

## Company Information

**Company Name**
Integrated Fire and Security Solutons, Inc.

**Doing Business As (DBA) Name**
IFSS

**Company ID**
403159

**Enrollment Date**
Mar 23, 2011

**Employer Identification Number (EIN)**
753213855

**Unique Entity Identifier (UEI)**
---

**DUNS Number**
791011286

**Total Number of Employees**
20 to 99

**NAICS Code**
238

**Sector**
Construction

# Attachment "Q"

## Federally Required Contract Clauses for FEMA Grantees and Subgrantees

### 1. *Equal Employment Opportunity*

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or

in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency 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 subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24,1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**2. *Compliance with the Davis-Bacon Act***

The contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. Prevailing wage determinations are issued by the Department of Labor and can be found by visiting their website at: https://www.dol.gov/agencies/whd/government-contracts/construction. These rates may be subject to change based on the January 2022 update.

3. ***Compliance with the Copeland "Anti-Kickback" Act***

   a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
   b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
   c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

4. **Compliance with the Contract Work Hours and Safety Standards Act**

   (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
   (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
   (3) *Withholding for unpaid wages and liquidated damages.* The CITY OF COCOA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
   (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section

~~5. Rights to Inventions Made Under a Contract or Agreement~~ **Not Applicable**
~~Include CFR Title 37 § 401.14 Standard patent rights clauses when applicable~~

6. **Clean Air Act**
   a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
   b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
   c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.
7. **Federal Water Pollution Control Act**
   a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
   b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
   c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.
8. **Suspension and Debarment**
   *a.* This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
   *b.* The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
   *c.* This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
   *d.* The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
9. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**
   a. Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to

pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

**10. PROCUREMENT OF RECOVERED MATERIALS**

a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
   i. Competitively within a timeframe providing for compliance with the contract performance schedule;
   ii. Meeting contract performance requirements; or
   iii. At a reasonable price.

b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b. Prohibitions.
   i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
   ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
      1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
      2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of

any system;

3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. *Exceptions.*

i. This clause does not prohibit contractors from providing—

1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

1. Covered telecommunications equipment or services that:
   a. Are *not used* as a substantial or essential component of any system; *and*
   b. Are *not used* as critical technology of any system.
2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. *Reporting requirement.*

i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook

to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

**12.** DOMESTIC PREFERENCES FOR PROCUREMENTS

a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:
   i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
   ii. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**13.** Access to Records

The following access to records requirements apply to this contract:

(1) The contractor agrees to provide the City, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

**14.** *DHS Seal, Logo, and Flags*

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**15.** *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**16.** *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**17.** *Program Fraud and False or Fraudulent Statements or Related Acts*
The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract. *Byrd Anti-Lobbying Amendment* Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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 Contractor, Integrated Fire & Security Solutions, Inc. (IFSS), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Tim Melnick Branch Manager, Orlando

Name and Title of Contractor's Authorized Official

3/1/23

Date

**18.** *Affirmative Socioeconomic Steps*

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**19.** ~~*Copyright and Data Rights –*~~ ***Not applicable***

~~The Contractor grants to the CITY OF COCOA a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the CITY OF COCOA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF COCOA first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF COCOA.~~

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website



# Detail by FEI/EIN Number

Florida Profit Corporation
INTEGRATED FIRE & SECURITY SOLUTIONS INC

**Filing Information**

| | |
|---|---|
| **Document Number** | P06000036760 |
| **FEI/EIN Number** | 75-3213855 |
| **Date Filed** | 03/14/2006 |
| **Effective Date** | 03/13/2006 |
| **State** | FL |
| **Status** | ACTIVE |
| **Last Event** | AMENDMENT |
| **Event Date Filed** | 02/14/2019 |
| **Event Effective Date** | NONE |

**Principal Address**

1970 DANA DR
SUITE 1
FORT MYERS, FL 33907

Changed: 06/27/2017

**Mailing Address**

1970 DANA DR
SUITE 1
FORT MYERS, FL 33907

Changed: 06/27/2017

**Registered Agent Name & Address**

PETERSON, JOHN W
3347 SE 22nd Pl
Cape Coral, FL 33904

Name Changed: 01/13/2012

Address Changed: 01/15/2016

**Officer/Director Detail**

**Name & Address**

Title Sec, COO

PETERSON, JOHN W, Jr.
1970 DANA DR
Suite 1
FORT MYERS, FL 33907

Title Pres

PETERSON, JUSTIN N
1970 DANA DR
SUITE 1
FORT MYERS, FL 33907

**Annual Reports**

| Report Year | Filed Date |
|---|---|
| 2021 | 01/26/2021 |
| 2022 | 02/07/2022 |
| 2023 | 01/20/2023 |

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ALARM SYSTEM CONTRACTOR I HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## PETERSON, JUSTIN N

INTEGRATED FIRE & SECURITY SOLUTIONS INC
1970 DANA DR
SUITE 1
FORT MYERS FL 33907

**LICENSE NUMBER: EF20000565**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## PETERSON, JOHN W

INTEGRATED FIRE & SECURITY SOLUTIONS INC
1970 DANA DR
SUITE 1
FORT MYERS FL 33907

**LICENSE NUMBER: EC0001085**

**EXPIRATION DATE: AUGUST 31, 2024**

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Do not alter this document in any form.

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ALARM SYSTEM CONTRACTOR I HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES
Additional Business Qualification

## MELNICK, TIMOTHY W

INTEGRATED FIRE & SECURITY SOLUTIONS INC
4615 PARKBREEZE CT.
ORLANDO FL 32808

**LICENSE NUMBER: EF20001683**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

**Give Form to the requester. Do not send to the IRS.**

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Integrated Fire & Security Solutions, Inc.**

2 Business name/disregarded entity name, if different from above

**IFSS**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.

**1970 Dana Dr.**

Requester's name and address (optional)

6 City, state, and ZIP code

**Fort Myers, FL 33907**

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

**or**

**Employer identification number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 7 | 5 | – | 3 | 2 | 1 | 3 | 8 | 5 | 5 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶ [signature] Date ▶ 1/9/2023

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See* What is backup withholding, *later.*

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/13/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| | |
|---|---|
| **PRODUCER**<br>Brown & Brown of Florida, Inc.<br>P.O. Box 2412<br>Daytona Beach FL 32115-2415 | **CONTACT NAME:** Julie Kuhlman<br>**PHONE (A/C, No, Ext):** (386) 252-9601 **FAX (A/C, No):**<br>**E-MAIL ADDRESS:** Julie.Kuhlman@bbrown.com |
| **INSURED**<br>Integrated Fire & Security Solutions, Inc.<br>1970 Dana Dr<br>Fort Myers FL 33907 | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>**INSURER A :** Atlantic Specialty Insurance Company / 27154<br>**INSURER B :**<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** 22-23 **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<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [X] LOC<br>[ ] OTHER: | | | 7110166980003 | 05/16/2022 | 05/16/2023 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>[ ] | $ 1,000,000<br>$ 1,000,000<br>$ 15,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | 7110166980003 | 05/16/2022 | 05/16/2023 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>PIP-Basic | $ 1,000,000<br>$<br>$<br>$<br>$ 10,000 |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | 7110166980003 | 05/16/2022 | 05/16/2023 | EACH OCCURRENCE<br>AGGREGATE<br>[ ] | $ 5,000,000<br>$ 5,000,000<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ]<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | [ ] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |
| A | PROFESSIONAL LIABILITY | | | 7600106080003 | 05/16/2022 | 05/16/2023 | AGGREGATE LIMIT<br>RETENTION | $1,000,000<br>$10,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

SEE NOTES FOR POLICY COVERAGE FORMS
FOR INFORMATION ONLY

**CERTIFICATE HOLDER**

INTEGRATED FIRE & SECURITY SOLUTIONS, INC.
1970 DANA DR
FORT MYERS FL 33907

**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**

**© 1988-2015 ACORD CORPORATION. All rights reserved.**

AGENCY CUSTOMER ID: _____

LOC #: _____

# ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

| AGENCY | NAMED INSURED |
|---|---|
| Brown & Brown of Florida, Inc. | Integrated Fire & Security Solutions, Inc. |
| POLICY NUMBER | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

CURRENT BLANKET POLICY FORMS

GENERAL LIABILITY
1) CG2010 1219 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION (ADDITIONAL INSURED-ONGOING OPERATIONS)
2) CG2037 1219 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS
3) VCG207 0709 - VANTAGE FOR GENERAL LIABILITY TECHNOLOGY COMPANIES (ADDITIONAL INSURED-LESSOR OF EQUIPMENT, ADDITIONAL INSURED-MGR OR LESSOR OF PREMISES, WAIVER OF SUBROGATION)
4) CG2001 1219 - PRIMARY AND NON-CONTRIBUTORY - OTHER INSURANCE CONDITION

AUTO LIABILITY
1) VCA201 0109 - VANTAGE FOR AUTOMOBILE (ADDITIONAL INSURED, WAIVER OF SUBROGATION)

UMBRELLA LIABILITY
1) VCU100 0709 - COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM (ADDITIONAL INSURED)
THE UMBRELLA LIABILITY APPLIES IN EXCESS OF THE GENERAL LIABILITY AND AUTO LIABILITY.

NO RESIDENTIAL EXCLUSIONS


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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/26/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| | |
|---|---|
| **PRODUCER** SUNZ Insurance Solutions, LLC ID: (StaffLink)<br>c/o StaffLink Outsourcing Inc<br>1371 Sawgrass Corporate Parkway<br>Sunrise, FL 33323 | **CONTACT NAME:** Beverly Finkelstein<br>**PHONE (A/C, No, Ext):** 954-423-8262 X 205 **FAX (A/C, No):**<br>**E-MAIL ADDRESS:** beverly@stafflink.net |
| **INSURED**<br>StaffLink Outsourcing Inc<br>1371 Sawgrass Corporate Parkway<br>Sunrise FL 33323 | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>**INSURER A :** United Wisconsin Insurance Company — 29157<br>**INSURER B :**<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** 66461306 **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 | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | WC573-00001-022-SZ | 1/1/2022 | 1/1/2023 | ✓ PER STATUTE ☐ OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) | N/A | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| | | | | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Coverage provided for all leased employees but not subcontractors of: Integrated Fire & Security Solutions, Inc.
Client Effective: 1/1/2021

**CERTIFICATE HOLDER**

4223

For Informational Purposes Only
1970 Dana Drive
Fort Myers, FL 33907

**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**

Rick Leonard

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Lee County Tax Collector
Noelle Branning

AUG 05 2022

# Local Business Tax Receipt

INTEGRATED FIRE & SECURITY SOLUTIONS INC
PETERSON JOHN W
1970 DANA DR
FT MYERS, FL 33907

Dear Business Owner:

Your **2022 - 2023** Lee County Local Business Tax Receipt is attached below for account number / receipt: number: **1010082 / 0611061**

If there is a change in one of the following, refer to the instructions on the back of this receipt.

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

R. Noelle Branning

Lee County Tax Collector

---

## 2022 - 2023
## LEE COUNTY LOCAL BUSINESS TAX RECEIPT

**Account Number: 1010082**
**Receipt Number: 0611061**
**State License Number: EC0001085**

**Account Expires: September 30, 2023**

**Location:**
1970 DANA DR
FT MYERS, FL 33907

| May engage in the business of: |
|---|
| **JOURNEYMAN** |
| **THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY** |

INTEGRATED FIRE & SECURITY SOLUTIONS INC
PETERSON JOHN W
1970 DANA DR
FT MYERS, FL 33907

| Payment Information: | | |
|---|---|---|
| **PAID** DP-00-00341836 | 08/03/2022 |
| | $ 50.00 |

# 2022 - 2023

CITY OF ORLANDO
PERMITTING SERVICES

## Local Business Tax Receipt

**(Formerly known as "Business License " changed per state law HB1269-2006)**

**NOTICE-THIS TAX RECEIPT ONLY EVIDENCES PAYMENT OF THE LOCAL BUSINESS TAX PURSUANT TO CH.205, FLORIDA STATUTES. IT DOES NOT PERMIT THE HOLDER TO OPERATE IN VIOLATION OF ANY CITY, STATE, OR FEDERAL LAW. CITY PERMITTING MUST BE NOTIFIED OF ANY MATERIAL CHANGE TO THE INFORMATION FOUND HEREIN BELOW. THIS RECEIPT DOES NOT CONSTITUTE AN ENDORSEMENT OR APPROVAL OF THE HOLDER'S SKILL OR COMPETENTCY.**

**Business Name**
INTEGRATED FIRE & SECURITY SOLUTIONS INC
1970 DANA DR
FORT MYERS, FL 33907

**Case Number:** BUS-1071210

**Issued Date:** 08/03/2022

**Expiration Date:** 09/30/2023

**Business Owner**
INTEGRATED FIRE & SECURITY SOLUTIONS INC

**Business type(s):**

| Description | Year |
|---|---|
| CONTRA 1524 CONTRACTOR DBPR | 2023 |

**Business Location**
4615 PARKBREEZE CT
ORLANDO, FL

RECEIVED AUG 0 8 2022

CITY OF ORLANDO
PERMITTING SERVICES

Local Business Tax Receipt
City Hall, 400 South Orange Avenue, First Floor
Post Office Box 4990
Orlando, Florida 32802-4990

Phone: 407.246.2204 Fax: 407.246.3420

Email: businesstax@orlando.gov

Prompt! Interactive Voice Response System: 407.246.4444
Visit our website: orlando.gov/permits

**CITY OF COCOA**

**BID TABULATION SHEET**

ITB B-23-16-COC

Cocoa Village Historic Playhouse Fire Alarm System

**Thursday, March 2, 2023**

| VENDOR | Base Bid |
|---|---|
| Integrated Fire & Security Solutions (IFSS)<br>4615 Parkbreeze Court<br>Orlando, FL 32808 | $ 113,602.45 |
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| | |

| | City of Cocoa \| Finance Department \| Purchasing & Contracts Division<br>65 Stone Street, Cocoa, FL 32922<br>Phone: 321-433-8833 \| Fax: 321-433-8690 | Solicitation Number:<br>ITB B-23-16-COC |
|---|---|---|
| | **INVITATION TO BID (ITB)** | Due Date:<br>03/02/2023 |
| **TITLE:** Cocoa Village Historic Playhouse Fire Alarm Panel and Annunciator Replacement | | |

## Attachment "E"
## Bid Price Schedule and Acceptance of Terms and Conditions

Each Bidder shall fill out and complete the Bid Schedule form included in this Section and shall submit the appropriate number of copies as part of the Bid. The purpose of the Bid Schedule is to provide a uniform comparison of the bids. **Award of this contract will be based on the lowest bid price.** Itemized Unit pricing provided must include all labor, installation and ancillary materials. The total bid price must be equal to the sum of the values in the bid breakdown. The verified sum of the individual values in the bid breakdown takes precedence over any discrepancy between the Total Lump Sum Bid Price written and the corrected total lump sum bid price.

| Line Item | Item Description | Quantity | Unit of Issue | Unit Price | Extended Price | Remarks |
|---|---|---|---|---|---|---|
| 1 | Silent Knight Addressable Fire System Panel (SK-6808) | 1 | EA | $2,851.35 | $2,851.35 | |
| 2 | Silent Knight Annunciator (SK-6860) | 2 | EA | $1,487.50 | $2,975.00 | |
| 3 | Pulls | 22 | EA | $444.90 | $9,787.80 | |
| 4 | Power Expander | 3 | EA | $1,043.20 | $3,129.60 | |
| 5 | Heat Detector | 3 | EA | $562.75 | $1,688.25 | |
| 6 | Smoke Detector | 38 | EA | $648.40 | $24,639.20 | |
| 7 | Duct Smoke, Base & Housing | 8 | EA | $978.45 | $7,827.60 | |
| 8 | Remote Test Station | 8 | EA | $341.90 | $2,735.20 | |
| 9 | Tubes | 8 | EA | $248.40 | $1,987.20 | |
| 10 | Wall Mount Speaker Strobes | 35 | EA | $951.65 | $33,307.75 | |
| 11 | Relay Modules | 20 | EA | $326.30 | $6,526.00 | |
| 12 | Monitor Module Sprinkler/Hood/A/C | 10 | EA | $293.60 | $2,936.00 | |
| 13 | Communicator - Cell | 1 | EA | $692.55 | $692.55 | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 14 | 7 AH Batteries | 10 | EA | $124.29 | $1,242.90 | |
| 15 | 120v Surge Suppressor | 3 | EA | $256.00 | $768.00 | |
| 16 | Low Voltage Surge Suppressor | 2 | EA | $273.95 | $547.90 | |
| 17 | Voice Evac | 1 | EA | $3,602.25 | $3,602.25 | |
| 18 | Zone Expander | 2 | EA | $851.00 | $1,702.00 | |
| 19 | Expansion Amp | 1 | EA | $725.45 | $725.45 | |
| 20 | Remote Microphone | 1 | EA | $1,169.60 | $1,169.60 | |
| 21 | Deluge Panel Control Connection | 1 | EA | $2,760.85 | $2,760.85 | |
| | No proprietary hardware or software will be accepted. | | **Total Bid** | $113,602.45 | | |

Work to use existing power, raceway conduits, fire wall sleeves where possible, include new installations where necessary. Work also includes relays for HVAC and the Elevator. Work to include related wiring as needed. Testing and reinspection is also included.

Bidder/Contractor Name: Integrated Fire & Security Solutions, Inc. (IFSS)

Mailing Address: 1970 Dana Drive, Fort Myers, FL 33907

Telephone Number: 239-415-4374 E-mail Address: tmelnick@ifssi.com

Authorized Signatory

Tim Melnick FEIN: 75-3213855

Printed Name

Branch Manager, Orlando

Title

3/1/23

Date

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 23-217 | **Version:** | 1 | **Name:** | |
| **Type:** | Report | | | **Status:** | Consent Agenda |
| **File created:** | 3/23/2023 | | | **In control:** | City Council |
| **On agenda:** | 3/30/2023 | | | **Final action:** | |
| **Title:** | Staff recommends approval of the vacation of the utility and drainage easements located at the south 5’ of Lot 2 and north 5’ of Lot 3, BLK6 of the College Manor Unit 3 Subdivision. (Public Works Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Plat.pdf<br>23-0160001.App_Deed_Easement Stetson.pdf<br>23-0160001.Cocoa Utilities Easement Letter - 1425 Stetson.pdf<br>23-0160001.Survey Easement Stetson.pdf<br>Cocoa Public Works Easement Vacation Letter.pdf<br>1425 Stetson Dr., EASEMENT VACATE PROPOSED ADDITON (2).pdf<br>locate 1421 stetson drive east.pdf<br>locates 1425 steston drive.pdf<br>Explanation Letter.pdf<br>Resolution 2023-030 1425 Stetson Easement Vacation | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: March 23, 2023
Agenda Date: March 30, 2023
Prepared By: Bryant Smith III, P.E., CFM - Public Works Director
Through: Bryant Smith III, P.E., CFM - Public Works Director
Requested Action:
Staff recommends approval of the vacation of the utility and drainage easements located at the south 5’ of Lot 2 and north 5’ of Lot 3, BLK6 of the College Manor Unit 3 Subdivision.

## BACKGROUND:

Applicants and property owners Dayton Reedy and Janet Reedy have submitted an Easement Vacation Application for vacating two five foot side-yard utility/drainage easements. The easements are located on **the south 5’ of Lot 2 and north 5’ of Lot 3, BLK6 of the College Manor Unit 3 Subdivision.** The property address is 1425 Stetson Drive East, Cocoa, FL. This parcel originally contained two separate lots, but they were joined a number of years ago. When they were joined, the standard side-yard easements were never vacated. The applicant is seeking to expand their residence and needs these easements vacated to perform this project.

The Future Land Use Map designation for the lot is Low Density Residential and the lot is zoned RU-1-7.

The applicant has coordinated with the various utility providers and no conflicts or facilities were found. The applicant has received approval from these providers, including Spectrum, AT&T, FP&L, Florida City Gas, Cocoa Utility Department, and Cocoa Public Works Department.

It does not appear that these easements serve the existing home. If in the future, the property owner desired to have utilities placed here, they may need to reestablish these easements.

## STRATEGIC PLAN CONNECTION:

None

## BUDGETARY IMPACT:

None

## PREVIOUS ACTION:

None

## RECOMMENDED MOTION:

Staff recommends approval of the vacation of the utility and drainage easements located at the south 5’ of Lot 2 and north 5’ of Lot 3, BLK6 of the College Manor Unit 3 Subdivision.

# College Manor Unit Three

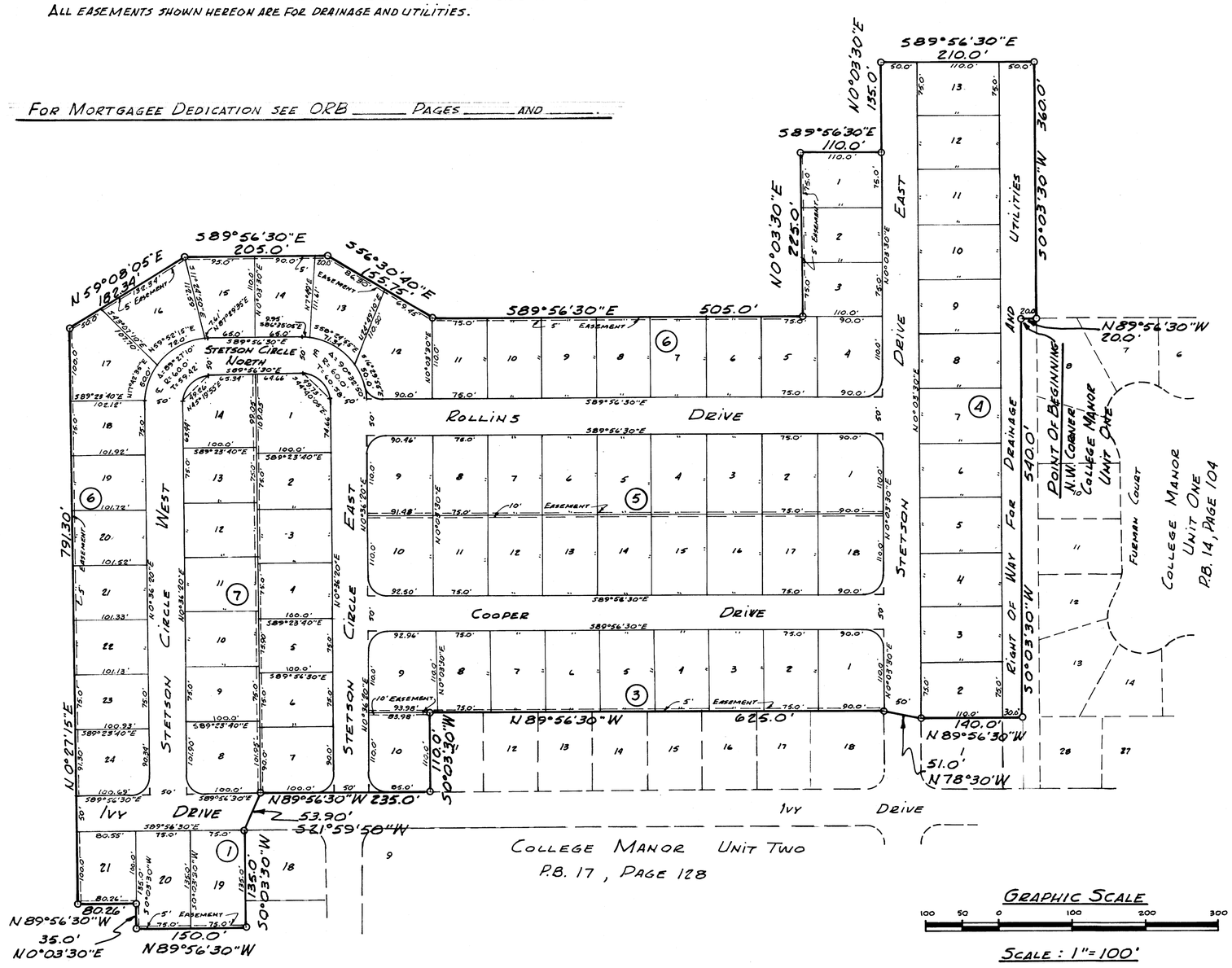
## CAPTION:

BEING A REPLAT OF LOTS 7 AND 8, BLOCK 7 AND LOT 10, BLOCK 3 AS SHOWN ON PLAT OF COLLEGE MANOR UNIT TWO AS RECORDED IN PLAT BOOK 17 PAGE 128 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND ALSO BEING PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 24 SOUTH, RANGE 36 EAST AND PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF COLLEGE MANOR UNIT ONE AS RECORDED IN PLAT BOOK 14 PAGE 104 OF THE PUBLIC RECORDS OF SAID BREVARD COUNTY, FLORIDA; THENCE S 0°03'30"W ALONG THE WEST LINE OF SAID COLLEGE MANOR UNIT ONE, 540.0 FEET TO THE NORTHEAST CORNER OF SAID COLLEGE MANOR UNIT TWO; THENCE N 89°56'30"W ALONG THE NORTH LINE OF SAID COLLEGE MANOR UNIT TWO, 140.0 FEET; THENCE N 78°30'W, 51.0 FEET; THENCE N 89°56'30"W, 625.0 FEET; THENCE S 0°03'30"W, 110.0 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF IVY DRIVE AS NOW ESTABLISHED; THENCE N 89°56'30"W ALONG SAID NORTHERLY RIGHT OF WAY LINE OF IVY DRIVE, 235.0 FEET; THENCE S 21°59'50"W, 53.90 FEET; THENCE S 0°03'30"W, 135.0 FEET; THENCE N 89°56'30"W, 150.0 FEET; THENCE N 0°03'30"E, 35.0 FEET; THENCE N 89°56'30"W, 80.26 FEET; THENCE N 0°27'15"E, 791.30 FEET; THENCE N 59°08'05"E, 182.34 FEET; THENCE S 89°56'30"E, 205.0 FEET; THENCE S 56°30'40"E, 155.75 FEET; THENCE S 89°56'30"E, 505.0 FEET; THENCE N 0°03'30"E, 225.0 FEET; THENCE S 89°56'30"E, 110.0 FEET; THENCE N 0°03'30"E, 135.0 FEET; THENCE S 89°56'30"E, 210.0 FEET; THENCE S 0°03'30"W, 360.0 FEET TO THE NORTH LINE OF SAID COLLEGE MANOR UNIT ONE; THENCE N 89°56'30"W ALONG SAID NORTH LINE OF COLLEGE MANOR UNIT ONE, 20.0 FEET TO THE POINT OF BEGINNING. CONTAINING 21 ACRES.

## NOTES:

ALL CORNER RADII TO BE 25' UNLESS OTHERWISE NOTED.
ALL CORNER DISTANCES SHOWN EXTEND TO STREET INTERSECTIONS UNLESS OTHERWISE NOTED.
ALL BUILDING SETBACK LINES SHALL COMPLY WITH CITY OR COUNTY REGULATIONS.
PERMANENT REFERENCE MONUMENTS SHOW THUS: ○
BEARINGS AND DISTANCES SHOWN ON CURVES REFER TO CHORD BEARINGS AND DISTANCES.
ALL LOTS TO HAVE A 5' EASEMENT FOR DRAINAGE AND UTILITIES ON SIDE LOT LINES.
ALL EASEMENTS SHOWN HEREON ARE FOR DRAINAGE AND UTILITIES.

FOR MORTGAGEE DEDICATION SEE ORB _____ PAGES _____ AND _____.




PLAT BOOK 18 AND PAGE 43

373523

## DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the Corporation named below, being the owner in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates the Streets, alleys, thoroughfares, parks, canals and drainage easements shown hereon to the perpetual use of the public, and
IN WITNESS WHEREOF, has caused these presents to be signed and attested to by the officers named below and its corporate seal to be affixed hereto on OCTOBER 2, 1963.

COMET CONSTRUCTION CORP.
By Lester N. Mandell
President
Attest: William L. Metz
SECRETARY

Signed and sealed in the presence of:
Judith K. Jaslen
M. Bratton
Emmet Kramer

STATE OF FLORIDA COUNTY OF BREVARD
THIS IS TO CERTIFY, That on OCT. 2, 1963 before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared LESTER N. MANDELL and WILLIAM L. METZ respectively President and SECRETARY of the above named corporation incorporated under the laws of the State of FLORIDA, to me known to be the individuals and officers described in and who executed the foregoing Dedication and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized; that the official seal of said corporation is duly affixed thereto; and that the said Dedication is the act and deed of said corporation.
IN WITNESS WHEREOF, I have hereto set my hand and seal on the above date.

L. A. Melvin Jr.
NOTARY PUBLIC
My Commission Expires SEPT. 4, 1964
SEAL

## CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered land surveyor, does hereby certify that on SEPT. 27, 1963 he completed the survey of the lands as shown in the foregoing plat, that said plat is a correct representation of the lands therein described and platted, that permanent reference monuments have been placed as shown thereon as required by Chapter 177, Florida Statutes; and that said land is located in Brevard County, Florida. Dated OCT. 1, 1963

L. A. Melvin Jr. Registration No. 1017

## CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, That on OCT. 22ND 1963 the CITY COUNCIL OF THE CITY OF COCOA FLA. approved the foregoing plat.

Ashley Nims
MAYOR.
ATTEST: Kathryn A. Caldwell
CITY CLERK.

## CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That on _____ the foregoing plat was approved by the Board of County Commissioners of Brevard County, Florida.

_____
Chairman of the Board.
Attest:
_____
Clerk of the Board.
Approved _____
County Engineer

## CERTIFICATE OF APPROVAL BY ZONING COMMISSION

THIS IS TO CERTIFY, That on _____ the Zoning Commission of the above Municipality approved the foregoing plat.

_____
Zoning Director.

## CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, and was filed for record on OCT. 21, 1963 at 9:22 AM. File No. 373523

Curtis A. Dames
Clerk of the Circuit Court
in and for Brevard County, Fla.

Bowen Supply Co., Plant City, Fla.—Dietzgen #127

**Application # PZ - _____ - _____**

Serving the Community

# EASEMENT VACATION APPLICATION


**Community Services Department**
**Planning and Zoning Division**
**65 Stone Street**
**Cocoa, Florida 32922**

**Phone:** (321) 433-8535
**Fax:** (321) 433-8543
**Web:** http://www.cocoafl.org


GENERAL INSTRUCTIONS: This application must be completed and submitted to the Planning & Zoning Department along with the required fee and additional information necessary to be considered by the Technical Review staff.

For Office Use Only - Date Received

Stamp Only When Application is Fully Complete

**Please TYPE or PRINT this application neatly.**

**1. Applicant Information:**

Company (if applicable): _____

Name: DAYTON & JANET REEDY REVOCABLE TRUST / Dayton & Janet Reedy

Mailing Address: 1421 E STETSON DR

City: Cocoa State: FL Zip Code: 32922

Phone #: 321-544-3819 Fax #: _____

Mobile #: 321-536-5628 E-mail: dcreedy@mindspring.com

**2. Property:**

LEGAL DESCRIPTION/SURVEY: Provide a complete legal description below. Included in the legal description shall be the Subdivision, Section, Township, Range, Plat Book, and Page Number. Also include the street address, if it is known, as well as the complete parent parcel number. A legal survey, signed by a registered land surveyor, along with an accurate written legal description of the easement to be vacated must be attached.

Legal Property Description: COLLEGE MANOR UNIT 3 LOTS 2 & 3 BLK 6
Parcel ID: 24-36-19-IJ-6-2

Property address:1425 STETSON DR EAST
COCOA FL 32922

Legal description of easement to be vacated: The south 5' of Lot 2, BLK. 6, The North 5' of Lot 3, BLK.6

## 3. APPLICANT'S REQUEST

Brief description of easement to be vacated:
Two 5.0' P.U. & D.E. easements on Parcel ID: 24-36-19-IJ-6-2. One is on North side of College Manor Unit 3 lot 3 and one on the South side of College Manor Unit 3 Lot 2. Combined they create a 10.0' P.U. & D.E. easement between that runs East to West through the center of Parcel 24-36-19-IJ-6-2. Legal description of easement to be vacated: The south 5' of Lot 2, BLK. 6, The North 5' of Lot 3, BLK.6

Detailed reason for easement vacation:
Property owners want to build an addition on a double lot that they own. The side easements were never vacated and now run through the center of the property. The property owners want to build an addition that would cross that easement. They also want to be able to utilize their lot to its fullest potential.

Type of easement to be vacated: public utilities and drainage easement

## 4. UTILITIES

Please check the potential affected utilities:

| Telephone | Electric | Cable TV | Gas | Water Reuse | Water | Sewer | Drainage |
|---|---|---|---|---|---|---|---|

## 5. PLEASE SUBMIT THE FOLLOWING ITEMS IN ORDER COMPLETE THE APPLICATION:

a. ☑ **Easement Vacation Application.**

b. ☑ **Application fee.** The fee is $1500.00. Please make checks payable to the 'City of Cocoa' and submit payment **ONLY** to the Community Services Department. Public mail notice and legal advertising fees must also be paid a few weeks after application submittal.

c. ☑ **Proof of ownership.** A copy of the most recent recorded warranty deeds of the abutting properties is required.

d. N/A **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the owner'. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf. A "Letter of Authorization" form is available from the City.

e. N/A **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation that show the applicant/owner is authorized to represent the company is required.

f. ☑ **Certified boundary survey.** Submit a certified survey showing all areas proposed to be vacated.

g. ☑ **Legal description.** General description of easement to be vacated. A survey or site plan shall be submitted which depicts existing or proposed encroachment.

h. ☑ **Easement Vacation Petition:** Must be signed by the owner and notarized.

i. ☑ **Explanation:** Detailed reason for request of vacation of easement.

j. N/A Locates Included **Utility company letters:** Identification of potentially affected utilities, including but not limited to telephone, electric, cable TV, gas, water reuse, water, sewer, and county drainage. In those cases where an easement is in use by a utility company, a letter from the utility company having jurisdiction must be submitted, which states that they have no objection to the vacation.

**Application filing procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Planning and Zoning Division prior to scheduling the resolution before City Council.

**6. SIGNATURES AND NOTARIZATION.**

STATE OF Florida COUNTY OF Brevard. I, Dayton C. Reedy & Janet L. Reedy being first duly sworn, depose and say that:

☒ I am the owner of the subject property, or if corporation, I am the officer of the corporation authorized to act on this request.

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

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

Dayton C. Reedy
Janet L. Reedy
(APPLICANT SIGNATURE)

LeAnn Snyder
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☑ OR Produced Identification ☐

LEANN SNYDER
Commission # HH 079880
Expires March 24, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

Type of I.D. Produced _____

LeAnn Snyder
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 2nd day of March, 2023

**FOR OFFICE USE ONLY**

Fee of $ _____ in cash ☐ or check ☐ (No. _____) payable to the "City of Cocoa".

Receipt Number: _____

Date: _____

Signature from Planning & Zoning Division:

_____

CFN 2021168302, OR BK 9172 Page 1230, Recorded 06/29/2021 at 03:02 PM Rachel M. Sadoff, Clerk of Courts, Brevard County Doc. D: $0.70

**Prepared by and when recorded return to:**

CANTWELL & GOLDMAN, P.A.
MATTHEW J. MONAGHAN, ESQ.
96 Willard Street, Ste. 302
Cocoa, Florida 32922

**Property Appraiser's Parcel Identification No. 24-36-19-IJ-6-2**

**Address: 1421 East Stetson Drive, Cocoa, Florida 32922**

(Space above this line reserved for recording office use only)

# WARRANTY DEED

**THIS INDENTURE** is made on June 14, 2021, between **DAYTON C. REEDY** and **JANET L. REEDY**, husband and wife (hereinafter referred to jointly as "Grantor"), who reside at 1421 East Stetson Drive, Cocoa, Brevard County, Florida 32922, for and in consideration of the sum of TEN and NO/100 DOLLARS ($10.00) cash and other good and valuable consideration in hand paid by **DAYTON C. REEDY and JANET L. REEDY, Co-Trustees of the DAYTON AND JANET REEDY REVOCABLE TRUST** (hereinafter referred to as "Grantee"), such Grantee having an address of 1421 East Stetson Drive, Cocoa, Florida 32922, and such trust having been established under that certain revocable trust agreement dated June 14, 2021 by DAYTON C. REEDY and JANET L. REEDY as settlors and as co-trustees. Grantor hereby GRANTS, CONVEYS and WARRANTS unto Grantee, all of Grantor's interest in and to the following described real estate in the County of Brevard and State of Florida:

Lot 2 and Lot 3, Block 6, College Manor Unit Three, according to the plat thereof as recorded in Plat Book 18, Page 43, public records of Brevard County, Florida.

Full power and authority are conferred upon Grantee, as trustee, to protect, conserve, sell, convey, lease, grant and encumber all interests conveyed by this instrument, and otherwise to manage and dispose of those interests, it being the intent of Grantor to vest in the trustee of the trust full rights of ownership as authorized by Section 689.073 of the Florida Statutes.

This deed was prepared without the benefit of title insurance.

TO HAVE AND TO HOLD the property, to the extent conveyed hereby, in fee simple forever, subject to the terms and provisions contained herein, together with each and every right, privilege, hereditament and appurtenance in anywise incident or appertaining to the property.

The conveyance made hereby, and the warranties made hereunder, are made by Grantor and accepted by Grantee subject to the following matters, to the extent same are in effect at this time: any and all restrictions, covenants, conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if any, relating to the property, but only to the extent

Return to: (enclose self-addressed stamped envelope)
Name:

Address: File C 622 cc

This Instrument Prepared by:

Address: Cheryl Cole

RETURN TO:
AMERICAN TITLE INSURANCE
1843 N. COCOA BLVD.
COCOA, FLORIDA 32922

Property Appraisers Parcel I.D. (Folio) Number(s):

24 36 19 IJ 6 2 & 3

Grantee(s) S.S.#(s):

WARRANTY DEED
INDIVID. TO INDIVID

RAMCO FORM 01

1 4

DOC $ 286.00

Brevard Co., Florida

SPACE ABOVE THIS LINE FOR PROCESSING DATA — SPACE ABOVE THIS LINE FOR RECORDING DATA

**This Warranty Deed** *Made the* 19th *day of* April A. D. 19 90 *by*

David N. Switzer and Paula I. Switzer, his wife

*hereinafter called the grantor, to*

Dayton C. Reedy and Janet L. Reedy, his wife

*whose postoffice address is* 1421 E. Stetson Dr. Cocoa, Florida 32922
*hereinafter called the grantee:*

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

**Witnesseth:** *That the grantor, for and in consideration of the sum of* $ 10.00 *and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in* Brevard *County, Florida, viz:*

Lot 2 and Lot 3, Block 6, College Manor Unit Three, according to the plat thereof as recorded in Plat Book 18, Page 43, public records of Brevard County, Florida.

SUBJECT TO: Easements and restrictions of record.
SUBJECT TO: Taxes and assessments for 1990 and subsequent years.

OFF. REC. 3055 PAGE 1377

RECORDED & VERIFIED
BREVARD CO., FL
90 APR 20 PM 2:23
8249537
CLERK CIRCUIT COURT

**Together** *with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.*

**To Have and to Hold,** *the same in fee simple forever.*

**And** *the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31,* 19 89

**In Witness Whereof,** *the said grantor has signed and sealed these presents the day and year first above written.*

*Signed, sealed and delivered in our presence:*

Cheryl Cole

Sara Kraai

David N. Switzer L.S.
David N. Switzer

Paula I. Switzer L.S.
Paula I. Switzer

STATE OF Florida
COUNTY OF Brevard

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared

David N. Switzer and Paula I. Switzer, his wife

to me known to be the person described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of April A. D. 19 90

My Commission Expires
(SEAL)

CHERYL COLE
My Comm. Exp. OCT. 6, 1990

Cheryl Cole
Notary Public

1000.00
3.00

SPECIAL WARRANTY DEED

OFFIC REES 1635 PAGE 345

RECORDED AND VERIFIED
Curtis P. Barnes
CLERK CIRCUIT COURT 03
BREVARD COUNTY, FLA

**This Special Warranty Deed** *Made the* 23rd *day of* June *A. D. 1976 by*

JAMES VERNON TRUESDELL, 5265 Fourth Street, Irwindale, Calif., *hereinafter called the grantor, to*

DAVID N. SWITZER and PAULA I. SWITZER, Husband and Wife,

*whose postoffice address is* 1421 Stetson Drive East, Cocoa, Florida,

*hereinafter called the grantee:*

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

**Witnesseth:** *That the grantor, for and in consideration of the sum of* $ 10.00 and other valuable consideration *and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in* Brevard *County, Florida, viz:*

Lot 2, Block 6, College Manor Unit Three, Township 24, Range 36, Section 19

BREVARD COUNTY D 8 6 1 6 1

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
JUN 25 '76
PD
$ 03.00

JUN 1976
FILED
CURTIS P. BARNES
Clerk Circuit Court
Brevard County

BREVARD COUNTY D 8 6 1 6 2

FLORIDA
DEPT. JUN 25 '76

DOCUMENTARY STAMP TAX
$ 01.10

**Together,** *with all the tenements, hereditamenis and appurtenances thereto belonging or in anywise appertaining.*

**To Have and to Hold,** *the same in fee simple forever.*

**And** *the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.*

**In Witness Whereof,** *the said grantor has hereunto set* his *hand and seal the day and year first above written.*

*Signed, sealed and delivered in our presence:*

WITNESS Wanda C. Anderson

WITNESS Janice Hyde

James Vernon Truesdell (L.S.)
JAMES VERNON TRUESDELL

(L.S.)

STATE OF [redacted] CALIFORNIA
COUNTY OF Los Angeles

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared JAMES VERNON TRUESDELL

to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 17 day of June A. D. 1976.

OFFICIAL SEAL
HELEN F. BRADFORD
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires JUL 24, 1979

Helen F. Bradford
NOTARY PUBLIC

My commission expires: July 24 1979

*This instrument prepared by:* JAMES VERNON TRUESDELL
*Address* 5265 Fourth Street
Irwindale, California 91706

065893

1976 JUN 25 PM 1:43

CFN 2018085455, OR BK 8141 Page 1423, Recorded 04/17/2018 at 04:17 PM, Scott Ellis, Clerk of Courts, Brevard County Doc. D: $280.00

5

**Prepared by and Return To:**
Leanne Shufelt
Fidelity National Title of Florida, Inc
1355 N Courtenay Parkway, Suite D
Merritt Island, FL 32953

**Order No.:** 18-18-0167

APN/Parcel ID(s) 24-36-19-00-750
24-36-30-00-254
24-36-19-00-504
24-36-19-00-3
24-36-19-00-250

## WARRANTY DEED

THIS WARRANTY DEED dated March 16, 2018, by BRLC, LLC, a Florida Limited Liability Company and Lascito, LLC, a Florida Limited Liability Company, hereinafter called the grantor, to Robert D Grant, Jr, whose post office address is 375 West Venetian Court, Merritt Island, FL 32953, hereinafter called the grantee

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH That the grantor, for and in consideration of the sum of Ten And No/100 Dollars ($10 00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in the County of Brevard, State of Florida, to wit

SEE ATTACHED LEGAL DESCRIPTION EXHIBIT "A" MADE A PART HEREOF

Subject to easements, restrictions, reservations and limitations of record, if any

The property being hereby conveyed, is not now, nor has it ever been, nor was it ever intended to be the homestead of the grantor, the grantor's spouse, and/or minor children, if any Nor is it contiguous with or adjacent to such homestead The grantor's residence is at the street or post office address designated below

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining

TO HAVE AND TO HOLD the same in Fee Simple forever

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple, that the grantor has good right and lawful authority to sell and convey said land, that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2017

# WARRANTY DEED
(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed, Sealed and Delivered in the presence of:

P. Idrs
Witness Signature

P. Heavey
Print Name

Tiffany Schwinden
Witness Signature

Tiffany Schwinden
Print Name

BRLC, LLC, a Florida Limited Liability Company

BY. n/a

Lascito, LLC, a Florida Limited Liability Company

BY. Paul R Rufo
Paul Rufo
Managing Member

Address 14216 Woodwell Terrace
Silver Spring, MD 20906

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 16th day of March 2018, by Paul R. Rufo, to me known to be the person(s) described in or who has/have produced N/A as identification and who executed the foregoing instrument and he/she/they acknowledged that he/she/they executed the same

Witness my hand and official seal in the County and State last aforesaid this 16th day of March 2018

NOTARY PUBLIC
My Commission Expires

LEANNE SHUFELT
Commission # FF 152951
Expires October 30, 2018
Bonded Thru Troy Fain Insurance 800-385-7019

# WARRANTY DEED
(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed, Sealed and Delivered in the presence of:

Witness Signature

Joseph W. Mandara
Print Name

Witness Signature

Allisan Harmon
Print Name

BRLC, LLC, a ~~Florida~~ Limited Liability Company

BY: _____
Stephen McCool
Managing Member

Lascito, LLC, a Florida Limited Liability Company

BY: n/a
Paul Rufo
Managing Member

Address: 14216 Woodwell Terrace
Silver Spring, MD 20906

State of Maryland
County of Baltimore
The foregoing instrument was acknowledged before me this 13 day of April, 2018, by Stephen McCool, to me known to be the person(s) described in or who has/have produced _____ as identification and who executed the foregoing instrument and he/she/they acknowledged that he/she/they executed the same.

Witness my hand and official seal in the County and State last aforesaid this 13 day of April, 20 18.

NOTARY PUBLIC
My Commission Expires: 4/12/20

JOSEPH W. MANDARA
NOTARY PUBLIC
BALTIMORE COUNTY, MD

Order No.: 6817278
Customer Reference: 18-18-0167

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 1

A parcel of land being that portion of the Northeast 1/4 of Section 19, Township 24 South, Range 35 East, Brevard County, Florida that lies North of COLLEGE GREEN ESTATES - UNIT THREE, according to the plat thereof, as recorded in Plat Book 20, Page 48, of the Public Records of Brevard County, Florida and West of COLLEGE GREEN ESTATES - UNIT TWO, according to the plat thereof, as recorded in Plat Book 20, Page 16, of said Public Records.

Being Tax Parcel 24-36-19-00-3

Parcel 2

A parcel of land lying in Section 19, Township 24 South, Range 36 East, Brevard County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of Lot 53, Block 11 of COLLEGE GREEN ESTATES, UNIT FOUR, according to the plat thereof, as recorded in Plat Book 20, Page 130, of the Public Records of Brevard County, Florida and run N00°18'54"E, along the Northerly projection of the West line of said Lot 53, Block 11, a distance of 15.59 feet to the Point of Beginning of this description; thence continue N00°18'54"E, along said projected line, a distance of 62.56 feet to a point on the Southerly right of way line of Michigan Avenue (right of way being recorded in Official Record Book 1124, Page 34, of said Public Records); thence run N71°13'03"E, along said Southerly right of way line, a distance of 61.26 feet to the point of curvature, of a curve to the right, have a radius of 448.22 feet; thence run Easterly, along said Southerly right of way line and along the arc of said curve 382.09 feet, through a central angle of 48°50'31" to the point of tangency; thence run S59°56'26"E, along said Southerly right of way line, a distance of 87.65 feet to the Northwest corner of Lot 60, Block 11 of said COLLEGE GREEN ESTATES, UNIT FOUR; thence run S39°03'21"W, along the West line of said Lot 60, Block 11, a distance of 5.95 feet; thence run N89°42'27"W, a distance of 500.00 feet to the Point of Beginning of this description.

Being Tax Parcel 24-36-19-00-250

Parcel 3

SW 1/4 of SE 1/4, EXCEPT Official Records Book 347, Page 169, Official Records Book 347, Page 173, Official Records Book 621, Page 638 and Plat Book 14, Page 104, Section 19, Township 24 South, Range 36 East, Brevard County, Florida.

Also described as:

A portion of the SW 1/4 of the SE 1/4 of Section 19, Township 24 South, Range 36 East, Brevard County, Florida, more particularly described as follows:

Begin at the Northwest corner of Lot 8 in Block J of COLLEGE MANOR NO. ONE, according to the plat thereof recorded in Plat Book 14, Page 104, of the Public Records of Brevard County, Florida, said point being the Southern terminus of the Easterly line of the 50 foot wide right of way for drainage and utilities as shown on the plat of COLLEGE MANOR UNIT THREE, according to the plat thereof recorded in Plat Book 18, at Page 43, of the Public Records of Brevard County, Florida; thence run N 00°03'30" E, along the said Easterly line of the right of way for drainage and utilities, for a distance of 119.65 feet to the point of intersection with the West line of the SE 1/4 of said Section 19; thence run N 00°41'12" E, along the West line of the SE 1/4 of said Section 19, for a distance of 536.74 feet to the Northwest corner of the SW 1/4 of the SE 1/4 of said Section 19; thence run S 89°59'06" E, along the North line of the SW 1/4 of the SE 1/4 of said Section 19, for a distance of 1325.79 feet to the Northeast corner of the SW 1/4 of the SE 1/4 of said Section 19, said Northeast corner also being the Northwest corner of the Plat of ALPINECREST SUBDIVISION, according to the plat thereof recorded in Plat Book 12, at Page 74, of the Public Records of

Order No.: 6817278
Customer Reference: 18-18-0167

LEGAL DESCRIPTION continued

Brevard County, Florida; thence run S 00°45'26" W, along the East line of the SW1/4 of the SE 1/4 of said Section 19, and along the West line of said plat of ALPINECREST SUBDIVISION, for a distance of 276.42 feet to a point on the North line of that certain parcel of land described in Official Records Book 347, at Page 169, of the Public Records of Brevard County, Florida; thence run N 89°49'00" W, .along the North line of said parcel described in Official Records Book 347, at Page 169, for a distance of 560.34 feet; thence run S 00°11'00" W, along the West line of said parcel described in Official Records Book 347, at Page 169, for a distance of 374.99 feet to the Northeast corner of REPLAT OF PART OF COLLEGE MANOR NO. ONE, according to the plat thereof recorded in Plat Book 17, at Page 102, of the Public Records of Brevard County, Florida; thence N 89°56'30" W, along the North line of said plat of REPLAT OF PART OF COLLEGE MANOR NO. ONE, and along the North line of the aforesaid plat of COLLEGE MANOR NO. ONE, for a distance of 147.15 feet; thence S 00°03'30" W, along a Westerly boundary of said plat of COLLEGE MANOR NO. ONE, for a distance of 7.30 feet; thence run N 89°56'30" W, along the North line of said plat of COLLEGE MANOR NO. ONE, for a distance of 620.00 feet to the Point of Beginning. Said property described in that certain Warranty Deed recorded in Official Records Book 3003, Page 516, Public Records of Brevard County, Florida.

Being Tax Parcel 24-36-19-00-750

Parcel 4

The Southeast 1/4 of the Southwest 1/4, Section 19, Township 24, South, Range 36 East, Brevard County, Florida, except the North 400 feet, Plat Book 17, Page 128 and Plat Book 18, Page 43 and Road Right of Ways, Public Records of Brevard County, Florida.

Being Tax Parcel 24-36-19-00-504

Parcel 5

A parcel of land lying in Section 30, Township 24 South, Range 36 East, being more particularly described as follows:

Commence at the Southeast corner of the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 30, Township 24 South, Range 36 East, Brevard County, Florida; Point also being the Point of Beginning: thence run N00°51'58"E, along the East line of the Northwest 1/4, a distance of 322.20 feet; thence run S66°36'40"W, along the South line of the Plat of College Manor, Unit Two, a distance of 163.36 feet; thence run S53°53'30"W, along said South line, a distance of 187.17 feet; thence run S69°34'29"W, along said South line, a distance of 102.58 feet; thence run N89°56'30"W, along said South line, a distance of 193.66 feet; thence run N72°41'26"W, along said South line, a distance of 95.37 feet; thence run N62°49'00"W, along said South line, a distance of 300.54 feet; thence run N62°12'50"W, along said South line, a distance of 111.38 feet; thence run N43°28'00"W, along said South line, a distance of 72.33 feet; thence N61°34'10"W, along said South line, a distance of 39.43 feet to a point on the West line of said plat; thence run N00°03'30"E, along said West line, a distance of 107.75 feet; thence run N89°56'30"W, along the South line of the Plat of College Manor, Unit Three, a distance of 100.00 feet; thence run N00°03'30"E, parallel to said West line, a distance of 35.00 feet along the West line of the Plat of College Manor, Unit Two; thence run N89°56'30"W, along said South line, a distance of 80.26 feet; thence run N00°27'15"E, along said West line, a distance of 100.00 feet; thence run N89°56'30"W, a distance of 1.79 feet to a point on the West line, of the Northwest 1/4 of the Northwest 1/4; thence run S00°46'16"W, along said West line, a distance of 634.94 feet to a point on the South line of the North 1/2 of the Northwest 1/4 of the Northwest 1/4; thence run S89°40'45"E, along said South line, a distance of 1316.93 feet to the Point of Beginning. Subject to all Easements and Rights of Way of Record.

Being Tax Parcel 24-36-30-00254

CFN 2023021427, OR BK 9709 Page 1541, Recorded 02/02/2023 at 02:38 PM Rachel M. Sadoff, Clerk of Courts, Brevard County Doc. D: $0.70

PREPARED BY & RECORD & RETURN TO:

CLAUDIA M. RAMIREZ
2000 Rollins Dr.
Cocoa, FL 32922

Parcel Identification No.: 24-36-19-IJ-6-4

***This Quit-Claim Deed***, Executed this 27th day of January, 2023, by GUILLERMO E. RAMIREZ and CLAUDIA P. LOPEZ GONZALEZ, husband and wife, first party, to CLAUDIA M. RAMIREZ, a single woman, and ANTHONY M. RAMIREZ, a single man, as Joint Tenants with Full Rights of Survivorship, whose post office address is 2000 Rollins Dr., Cocoa, FL 32922, second party:

***WITNESSETH***, That the said first party, for and in consideration of the sum of **TEN DOLLARS ($10.00)**, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Brevard, State of Florida, to-wit:

**Lot 4, Block 6, College Manor Unit Three, as per plat thereof, recorded in Plat Book 18, Page 43, of the Public Records of Brevard County, Florida.**

**Subject to easements, restrictions and reservations of record and to taxes for the current and subsequent years.**

**THIS DOCUMENT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE EXAMINATION AND THEREFORE NO REPRESENTATIONS OR WARRANTIES OF TITLE ARE BEING EXPRESSED OR IMPLIED.**

***To Have and to Hold***, The same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

***In Witness Whereof***, the said first party has signed and sealed these presents the day and year first above written.

***Signed, sealed and delivered in the presence of:***

Linda Smith
Witness Signature

Linda Smith
Print Witness Name

SLeggett
Witness Signature

Stacey Leggett
Print Witness Name

GUILLERMO E. RAMIREZ - Grantor
2000 Rollins Dr.
Cocoa, FL 32922

Linda Smith
Witness Signature

Linda Smith
Print Witness Name

S Leggett
Witness Signature

Stacey Leggett
Print Witness Name

CLAUDIA P. LOPEZ GONZALEZ - Co-Grantor
2000 Rollins Dr.
Cocoa, FL 32922

## CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

**STATE OF FLORIDA**
**COUNTY OF BREVARD**

The foregoing instrument was acknowledged before me by means of ✓ physical appearance **OR** _____ online notarization this 27th day of January, 2023, by GUILLERMO E. RAMIREZ and CLAUDIA P. LOPEZ GONZALEZ, and who are personally known to me or provided a FL Dr. Lic. as identification.

S Leggett
Notary Public, State of Florida

STACEY LEGGETT
Notary Public - State of Florida
Commission # HH 284553
My Comm. Expires Oct 28, 2026
Bonded through National Notary Assn.

CFN 2021168303, OR BK 9172 Page 1232, Recorded 06/29/2021 at 03:02 PM Rachel M. Sadoff, Clerk of Courts, Brevard County Doc. D: $0.70

**Prepared by and when recorded return to:**

CANTWELL & GOLDMAN, P.A.
MATTHEW J. MONAGHAN, ESQ.
96 Willard Street, Ste. 302
Cocoa, Florida 32922

**Property Appraiser's Parcel Identification No. 24-36-19-IJ-6-1**

(Space above this line reserved for recording office use only)

# WARRANTY DEED

**THIS INDENTURE** is made on **June 14, 2021**, between **JANET REEDY a/k/a JANET L. REEDY and DAYTON C. REEDY**, a married couple (hereinafter referred to as "Grantor"), who reside at 1421 East Stetson Drive, Cocoa, Brevard County, Florida 32922, for and in consideration of the sum of TEN and NO/100 DOLLARS ($10.00) cash and other good and valuable consideration in hand paid by **DAYTON C. REEDY and JANET L. REEDY, Co-Trustees of the DAYTON AND JANET REEDY REVOCABLE TRUST** (hereinafter referred to as "Grantee"), such Grantee having an address of 1421 East Stetson Drive, Cocoa, Florida 32922, and such trust having been established under that certain revocable trust agreement dated June 14, 2021, by DAYTON C. REEDY and JANET L. REEDY as settlors and as co-trustees. Grantor hereby GRANTS, CONVEYS and WARRANTS unto Grantee, all of Grantor's interest in and to the following described real estate in the County of Brevard and State of Florida:

**TWP-24 RG-36 SC-19 SB-IJ BLK-6 LOT-1**
**COLLEGE MANOR UNIT 3**
**LOT 1 BLK 6**
**PLAT BOOK 0018 PAGE 0043**

**Said property is not the homestead of the Grantor under the laws and constitution of the State of Florida in that neither Grantor nor any members of the household of Grantor reside thereon.**

Full power and authority are conferred upon Grantee, as trustee, to protect, conserve, sell, convey, lease, grant and encumber all interests conveyed by this instrument, and otherwise to manage and dispose of those interests, it being the intent of Grantor to vest in the trustee of the trust full rights of ownership as authorized by Section 689.073 of the Florida Statutes.

Further, the terms of the trust provide for the present possessory right of possession of any homestead property in accordance with the Department of Revenue Rule 12D-7.011 and this deed will be recorded in compliance with Section 196.031(1) of the Florida Statutes, thereby entitling any real property transferred to the trust to homestead exemption status if all of the requirements are met.

This deed was prepared without the benefit of title insurance.

TO HAVE AND TO HOLD the property, to the extent conveyed hereby, in fee simple forever, subject to the terms and provisions contained herein, together with each and every right,

privilege, hereditament and appurtenance in anywise incident or appertaining to the property.

The conveyance made hereby, and the warranties made hereunder, are made by Grantor and accepted by Grantee subject to the following matters, to the extent same are in effect at this time: any and all restrictions, covenants, conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if any, relating to the property, but only to the extent they are still in force and effect and shown of record in Brevard County, Florida, and to all zoning laws, regulations and ordinances of municipal and/or other governmental or quasi-governmental authorities, if any, relating to the property and to all matters which would be revealed by an inspection and/or a current survey of the property.

Grantor does hereby bind Grantor and Grantor's heirs, personal representatives, executors, administrators, successors and assigns to warrant and forever defend all and singular the property, to the extent conveyed hereby, unto Grantee and Grantee's heirs, personal representatives, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This instrument conveys unencumbered real property to the grantee for no consideration as a gift, therefore minimum documentary taxes in the amount of $0.70 are being paid in connection with the recording of this deed in Brevard County, Florida.

Taxes for the current year have been prorated and are assumed by Grantee.

IN WITNESS WHEREOF, the Grantor has executed this Warranty Deed on the day and year first above written.

**Signed, Sealed and Delivered in presence of**

KASEY PERDOCK

MARIANNE INMAN

JANET REEDY a/k/a JANET L. REEDY

DAYTON C. REEDY

**STATE OF FLORIDA** §
§
**COUNTY OF BREVARD** §

The foregoing instrument was acknowledged before me, the undersigned authority, by means of ☒ physical presence or ☐ online notarization, by DAYTON C. REEDY, Grantor, who produced a driver's license issued by Florida that contained his photograph and signature as identification thereby proving him to be the person whose name is subscribed to the foregoing instrument as Grantor, and by JANET L. REEDY, Grantor, who produced a driver's license issued by Florida that contained her photograph and signature as identification thereby proving her to be the person whose name is subscribed to the foregoing instrument as Grantor, both of whom identified this instrument as a Deed and stated such instrument willingly as Grantor for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on June 14, 2021.

Notary Public, State of Florida

DALE O'CONNOR
MY COMMISSION EXPIRES OCTOBER 15, 2021
#GG 115399
Bonded thru Troy Fain Insurance
NOTARY PUBLIC, STATE OF FLORIDA

CFN 2018010559, OR BK 8070 Page 910, Recorded 01/16/2018 at 01:31 PM, Scott Ellis, Clerk of Courts, Brevard County Doc. D: $0.70

2

Please return paperwork to

**Prepared By:** LAUREN PEARLSTONE
600 WEST 111TH STREET #2E
NY NY 10025

# QUIT CLAIM DEED

PB18 PAGE 43

**Property Appraiser's Parcel Identification No.** LOT 5 BLOCK 6 COLLEGE MANOR UNIT 3 S19 T24 R36 SUBD IJ

**This Quit Claim Deed, Executed this** 23 **day of** OCTOBER, **20** 17,

**By (first party)** 2004 ROLLINS DRIVE, LLC (A WYOMING CORP)

**To (second party)** 2004 ROLLINS DRIVE FL, LLC

**Whose post office address is** 300 FIFTH AVE SOUTH STE 101-330 NAPLES FLORIDA 34102

**(wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)**

**Witnesseth, That the said first party, for and in consideration of the sum of $** 10.00 **, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel land, situate, lying and being in the County of** BREVARD **, State of** FLORIDA **To Wit:**

LOT 5 BLOCK 6 COLLEGE MANOR UNIT 3 ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 18 PAGE 43 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA - 2004 ROLLINS DRIVE COCOA, FLORIDA 32922

**To have and to hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate , right, title, interest, lien, equity and claim whatsoever for the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.**

**In Witness Whereof, the said first party has signed and sealed these presents the day and year first above written.**

**Signed, sealed, and delivered in the presence of :**

Marilyn Hall
**Witness Signature as to First Party**

Marilyn Hall
**Printed Name**

**Witness Signature as to First Party**

JUSTIN PASFIELD
**Printed Name**

**Witness Signature as to Co-First Party (if any)**

**Printed Name**

**Witness Signature as to Co-First Party (if any)**

**Printed Name**

**Signature of First Party**

ROSS PEARLSTONE
**Printed Name**

Ross Pearlstone
**Post Office Address**

600 WEST 111TH ST
#2E - NY NY 10025

**Signature of Co-First Party (if any)**

**Printed Name**

**Post Office Address**

600 WEST 111TH STREET
NY NY

**STATE OF FLORIDA-COUNTY OF BREVARD**

**The foregoing instrument was acknowledged before me this** 23 **day of** October, 2017, **by** Ross Pearlstone, **who is personally known to me or has produced** Driver License **as identification and who did/did not take an oath.**

**Signature of Notary/Deputy Clerk**

KURT P. WIDMAIER
**Printed Name**

Kurt P. Widmaier
Notary Public, State of New York
No. 02WI6025895
Qualified In Suffolk County
Commission Expires June 1, 2018

# College Manor Unit Three

PLAT BOOK 18 AND PAGE 43 — 373523

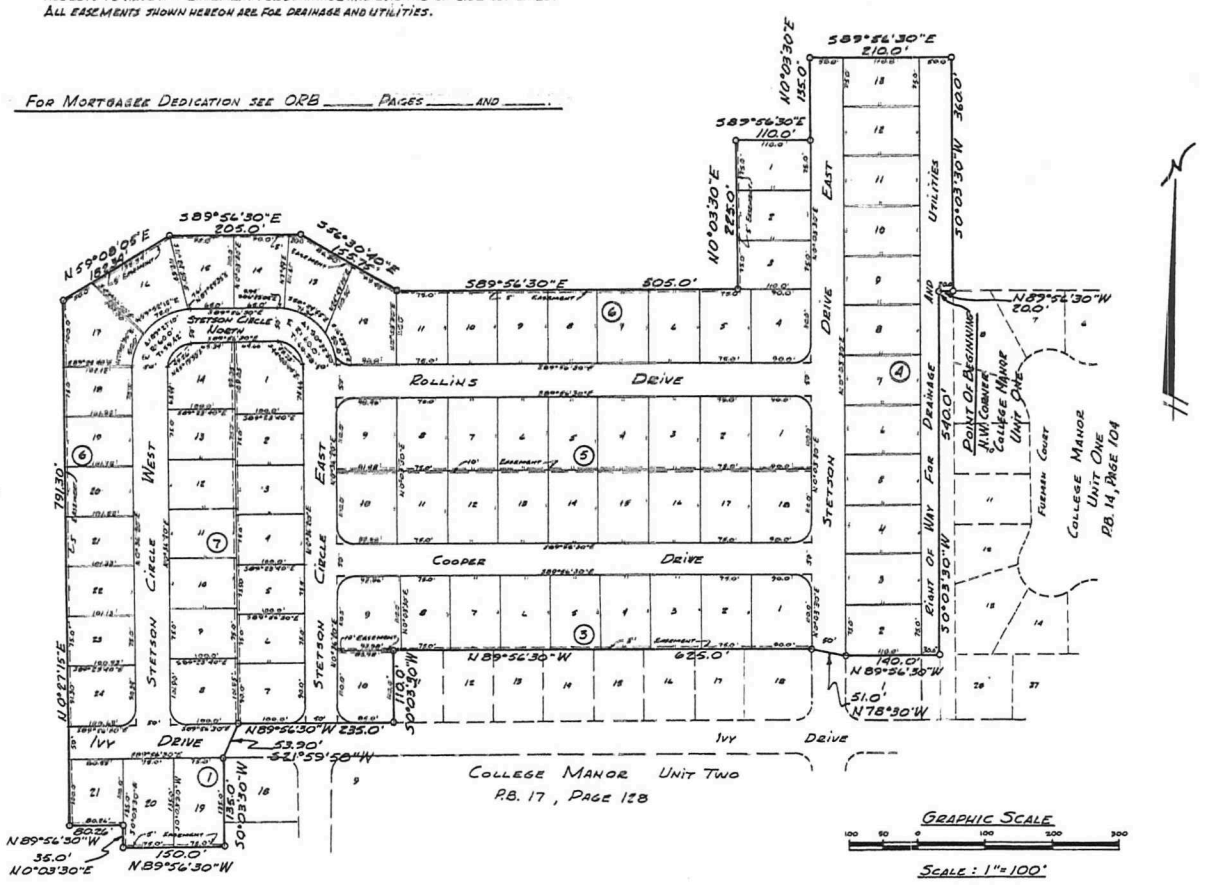
## CAPTION:

BEING A REPLAT OF LOTS 7 AND 8, BLOCK 7 AND LOT 10, BLOCK 3 AS SHOWN ON PLAT OF COLLEGE MANOR UNIT TWO AS RECORDED IN PLAT BOOK 17 PAGE 128 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND ALSO BEING PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 24 SOUTH, RANGE 36 EAST AND PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF COLLEGE MANOR UNIT ONE AS RECORDED IN PLAT BOOK 14 PAGE 104 OF THE PUBLIC RECORDS OF SAID BREVARD COUNTY, FLORIDA; THENCE S 0°03'30"W ALONG THE WEST LINE OF SAID COLLEGE MANOR UNIT ONE, 540.0 FEET TO THE NORTHEAST CORNER OF SAID COLLEGE MANOR UNIT TWO; THENCE N 89°56'30"W ALONG THE NORTH LINE OF SAID COLLEGE MANOR UNIT TWO, 140.0 FEET; THENCE N 78°30'W, 51.0 FEET; THENCE N 89°56'30"W, 625.0 FEET; THENCE S 0°03'30"W, 110.0 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF IVY DRIVE AS NOW ESTABLISHED; THENCE N 89°56'30"W ALONG SAID NORTHERLY RIGHT OF WAY LINE OF IVY DRIVE, 235.0 FEET; THENCE S 21°59'50"W, 53.90 FEET; THENCE S 0°03'30"W, 135.0 FEET; THENCE N 89°56'30"W, 150.0 FEET; THENCE N 0°03'30"E, 35.0 FEET; THENCE N 89°56'30"W, 80.26 FEET; THENCE N 0°27'15"E, 791.30 FEET; THENCE N 59°08'05"E, 182.34 FEET; THENCE S 89°56'30"E, 205.0 FEET; THENCE S 56°30'40"E, 155.75 FEET; THENCE S 89°56'30"E, 505.0' FEET; THENCE N 0°03'30"E, 225.0 FEET; THENCE S 89°56'30"E, 110.0 FEET; THENCE N 0°03'30"E, 135.0 FEET; THENCE S 89°56'30"E, 210.0 FEET; THENCE S 0°03'30"W, 360.0 FEET TO THE NORTH LINE OF SAID COLLEGE MANOR UNIT ONE; THENCE N 89°56'30"W ALONG SAID NORTH LINE OF COLLEGE MANOR UNIT ONE, 20.0 FEET TO THE POINT OF BEGINNING. CONTAINING 21 ACRES.

## NOTES:

ALL CORNER RADII TO BE 25' UNLESS OTHERWISE NOTED.
ALL CORNER DISTANCES SHOWN EXTEND TO STREET INTERSECTIONS UNLESS OTHERWISE NOTED.
ALL BUILDING SETBACK LINES SHALL COMPLY WITH CITY OR COUNTY REGULATIONS.
PERMANENT REFERENCE MONUMENTS SHOW THUS: ○
BEARINGS AND DISTANCES SHOWN ON CURVES REFER TO CHORD BEARINGS AND DISTANCES.
ALL LOTS TO HAVE A 5' EASEMENT FOR DRAINAGE AND UTILITIES ON SIDE LOT LINES.
ALL EASEMENTS SHOWN HEREON ARE FOR DRAINAGE AND UTILITIES.

FOR MORTGAGEE DEDICATION SEE ORB _____ PAGES _____ AND _____.




## DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the Corporation named below, being the owner in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates the Streets, alleys, thoroughfares, parks, canals and drainage easements shown hereon to the perpetual use of the public, and
IN WITNESS WHEREOF, has caused these presents to be signed and attested to by the officers named below and its corporate seal to be affixed hereto on October 2, 1963

COMET CONSTRUCTION CORP.
By Lester N. Mandell
President
Attest: William L. Mette
Secretary

Signed and sealed in the presence of:
Judith K Jaslow
Witness
Emma Kramer
Witness

STATE OF Florida COUNTY OF Brevard
THIS IS TO CERTIFY, That on Oct. 2, 1963 before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared Lester N Mandell and William L. Mette respectively President and Secretary of the above named corporation incorporated under the laws of the State of Florida, to me known to be the individuals and officers described in and who executed the foregoing Dedication and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized; that the official seal of said corporation is duly affixed thereto; and that the said Dedication is the act and deed of said corporation.
IN WITNESS WHEREOF, I have hereto set my hand and seal on the above date.

NOTARY PUBLIC
My Commission Expires Sept. 4, 1964 SEAL

## CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered land surveyor, does hereby certify that on Sept. 21, 1963 he completed the survey of the lands as shown in the foregoing plat, that such plat is a correct representation of the lands therein described and platted, that permanent reference monuments have been placed as required by Chapter 177, Florida Statutes; and that said land is located in Brevard County, Florida. Dated Oct. 1, 1963
A. A. Melvin Jr. Registration No. 1021

## CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, That on Oct. 22nd 1963 the City Council of the City of Melbourne Fla. approved the foregoing plat.
Ashley Nixon MAYOR.
ATTEST: Kathryn A. Caldwell CITY CLERK.

## CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That on _____ the foregoing plat was approved by the Board of County Commissioners of Brevard County, Florida.

_____ Chairman of the Board.
Attest:
_____ Clerk of the Board.
Approved _____ County Engineer

## CERTIFICATE OF APPROVAL BY ZONING COMMISSION

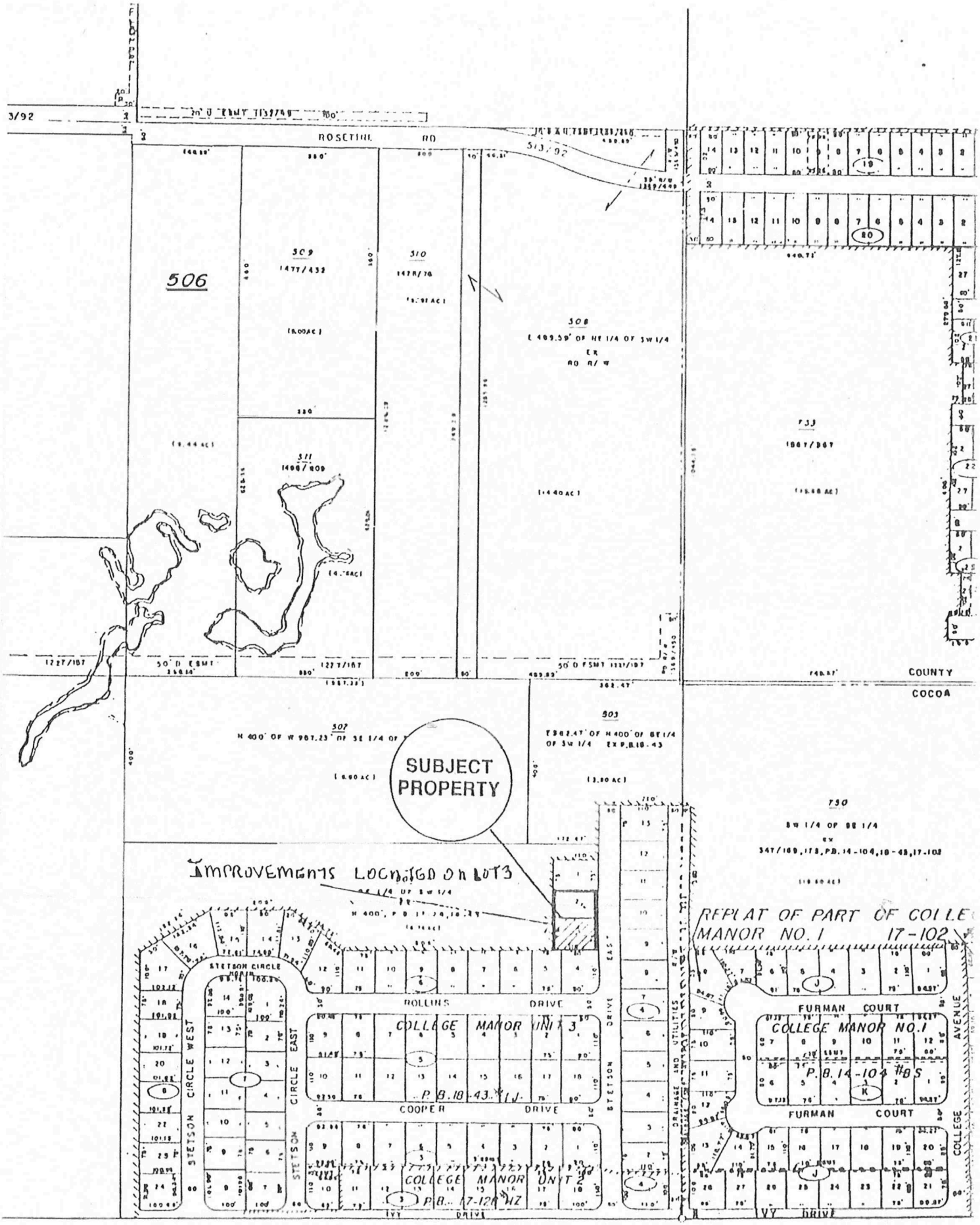
THIS IS TO CERTIFY, That on _____ the Zoning Commission of the above Municipality approved the foregoing plat.
_____ Zoning Director.

## CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, and was filed for record on OCT. 3, 1963 at 9:22 AM File No. 373523

Curtis B. Barnes
Clerk of the Circuit Court
in and for Brevard County, Fla.

Barnes Supply Co., Plant City, Fla.—Distagram 5127


ROSETINE RD
506
509
1477/432
510
1478/76
508
E 469.59' OF NE 1/4 OF SW 1/4
EX
RD R/W
511
1496/809
733
1867/867
COUNTY
COCOA
507
503
SUBJECT PROPERTY
730
SW 1/4 OF SE 1/4
EX
347/169,173,PB.14-104,18-45,17-102
IMPROVEMENTS LOCATED ON LOTS
REPLAT OF PART OF COLLE
MANOR NO. 1 17-102
STETSON CIRCLE
STETSON CIRCLE WEST
STETSON CIRCLE EAST
ROLLINS DRIVE
COOPER DRIVE
IVY DRIVE
STETSON DRIVE
COLLEGE MANOR UNIT 3
P.B.18-43
COLLEGE MANOR UNIT 2
P.B. 17-124
FURMAN COURT
COLLEGE MANOR NO.1
P.B.14-104
DRAINAGE AND UTILITIES
COLLEGE AVENUE

Legal description of easement to be vacated: The south 5' of Lot 2, BLK. 6, The North 5' of Lot 3, BLK.6

Property address:1425 STETSON DR EAST COCOA FL 32922

Legal Property Description: COLLEGE MANOR UNIT 3 LOTS 2 & 3 BLK 6
Parcel ID: 24-36-19-IJ-6-2

Property owners want to build an addition on a double lot that they own. The side easements were never vacated and now run through the center of the property. The property owners want to build an addition that would cross that easement. They also want to be able to utilize their lot to its fullest potential.

Ticket : 055301932 Rev:000 Taken: 02/24/23 10:18ET

State: FL Cnty: BREVARD GeoPlace: COCOA
CallerPlace: COCOA
Subdivision: COLLEGE MANOR  Lot: 2 & 3

Address : 1421
Street  : STETSON DR E
Cross 1 : ROLLINS DR
Within 1/4 mile: Y

Locat: ENTIRE PROPERTY
:
Remarks : THERE IS SOME CONFUSION ABOUT THIS PROPERTY THE MAILING ADDRESS IS
1421 STETSON DR E. ACCORDING TO THE BREVARD COUNTY APPRAISER'S OFFICE THE
PROPERTY IS LOCATED AT 1425. THIS IS A DOUBLE LOT
*** LOOKUP BY ADDRESS ***
:
Grids   : 2822B8045A

Work date: 02/28/23 Time: 23:59ET  Hrs notc: 061 Category: 3 Duration: 01 WK
Due Date : 02/28/23 Time: 23:59ET  Exp Date : 03/27/23 Time: 23:59ET
Work type: NEW CONSTRUCTION  Boring: N  White-lined: U
Ug/Oh/Both: U  Machinery: Y  Depth: 8 FT  Permits: Y
Done for : BROTHERS & SON CONSTRUCTION

Company : BROTHERS AND SON CONSTRUCTION  Type: CONT
Co addr : 5235 SUTTON AVE
City    : WEST MELBOURNE State: FL Zip: 32904
Caller  : MATT BROTHERS Phone: 321-508-4809
Contact : MATT BROTHERS Phone: 321-508-4809
BestTime: ANYTIME
Mobile  : 321-917-7328
Email   : THEW1228@GMAIL.COM

Submitted: 02/24/23 10:18ET Oper: MAT Chan: WEB
Mbrs :  COC547 COC549 CTYGS2 FPLBRE SBF02

* Responses are current as of 03/03/2023 11:50 AM

| Ex. Circum | Service Area | Utility Type(s) | Contact | Alternate Contact | Emergency Contact | Positive Response |
|---|---|---|---|---|---|---|
| No | CITY OF COCOA<br>COC547 | WATER | BRANDON COX<br>(321) 433-8824 | WILLIAM CORDERO<br>(321) 403-9905 | BRANDON COX<br>(321) 433-8824 | Marked |
| No | CITY OF COCOA<br>COC549 | SEWER | BRANDON COX<br>(321) 433-8824 | WILLIAM CORDERO<br>(321) 403-9905 | BRANDON COX<br>(321) 433-8824 | No Conflict - utility is outside of the reque sted work site |
| No | FLORIDA CITY GAS<br>CTYGS2 | GAS | LESLIE SCHOENEICH<br>(321) 288-1126 | HEATHER WITZKE<br>(772) 773-0440 | LESLIE SCHOENEICH<br>(321) 288-1126 | Marked |
| No | FLORIDA POWER & LIGHT--BREVARD<br>FPLBRE | ELECTRIC | USIC DISPATCH CENTER<br>(800) 778-9140 | | USIC DISPATCH CENTER<br>(800) 778-9140 | Clear No Facilities 2023/02/24 18:30 TI CKET REVIEWED |
| No | A T & T/ DISTRIBUTION<br>SBF02 | TELEPHONE | DINO FARRUGGIO<br>(561) 683-2729 | UTILIQUEST LLC *<br>(888) 357-1922 | AT&T NETWORK OPERATIONS CENTER<br>(800) 247-2020 | No Conflict - utility is outside of the reque sted work site |

UTILITIES DEPARTMENT
351 Shearer Boulevard
Cocoa, Florida 32922
Phone: (321) 433-8700

March 20, 2023

City of Cocoa
155 N. Wilson Av.
Cocoa, FL 32922

Subject:1425 Stetson Drive East Cocoa FL 32922 – City of Cocoa Utilities Department Letter of No Objection for Easement Vacation Request (City of Cocoa) - Two 5.0' P.U. & D.E. easements on Parcel ID: 24-36-19-IJ-6-2. One is on North side of College Manor Unit 3 lot 3 and one on the South side of College Manor Unit 3 Lot 2. Combined they create a 10.0' P.U. & D.E. easement between that runs East to West through the center of Parcel 24-36-19-IJ-6-2.

To Whom It May Concern,

The City of Cocoa Utilities Department has no utilities located in the easements described above and has no objections to the request to vacate.

Please let us know if you have any questions or need additional information.

Respectfully,

Katherine Ennis

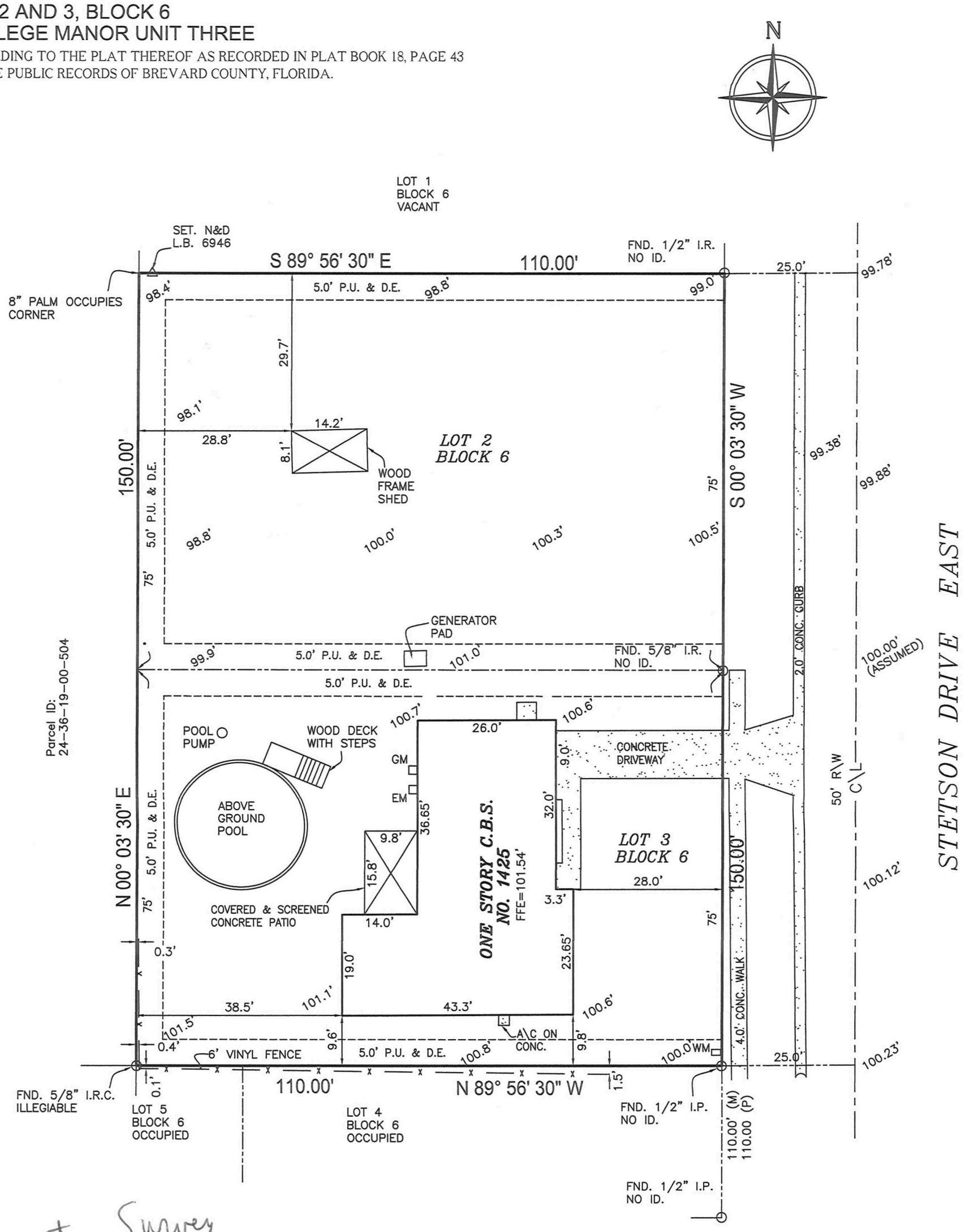
Katherine "Katie" Ennis, P.E.
Deputy Director
Utilities Department
City of Cocoa
kennis@cocoafl.org
(321) 433-8722

MAP OF BOUNDARY SURVEY

DESCRIPTION:

## LOT 2 AND 3, BLOCK 6
## COLLEGE MANOR UNIT THREE

ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 18, PAGE 43 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.




Current Survey

SURVEYORS NOTES:

1. This property is located in Flood Zone(s) X&AE, The Residence is in Flood Zone(s) X, Map No. 12009C0320H, Panel No. 320, Suffix H, Community No. 120020, Effective Date, January 29, 2021
2. The bearings shown are based on an Assumed North Meridian, Being S 00°03'30" W along the WEST R/W line of Stetson Drive
3. This is Real Property being situated in Section 19, Township 24S, Range 36E.
4. The Surveyor has not abstracted the property. Only platted or furnished easements or encumbrances that affect the property are shown.
5. Underground improvements are not located unless requested.
6. Elevations if shown hereon based on ASSUMED DATUM.
7. Elevations shown as 00.00' are existing spot elevations. elevations shown as 00.00' are proposed elevations.

LEGEND & ABBREVIATIONS: ○ = Set 5/8" I.R.C.
△ = Set nail with metal disc □ = Set concrete monument with disc
—o— = 4' C.L.F. —x— = 6' VINYL FENCE
—□— = 6' W.F.
-·-·-·- = OHPL —— – —— = Center line

(B.M.)=Benchmark,(CONC.)=Concrete,(C\L)=Centerline,(C.B.S.)=Concrete Block Structure (C.B.S.)=Concrete Block Structure,(C.&.S)=Covered and Screened, (C.M.)=Concrete Monument,(C.M.P.)=Corrigated Metal Pipe,(C.L.F.)=Chain Link Fence (D)=Deed,(E.M.)=Electric Meter,(F.F.E.)=Finished Floor Elevation,(Fnd.)=Found, (F.P.R.)=Fixed Point of Reference, (IRC)=Iron Rod with Cap,(I.P.)=Iron Pipe (G.M.)=Gas Meter,(L.B.)=Licensed Business,(L.S.)=Licensed Surveyor,(M)=Measured (M.E.S.)=Mitered End Section,(N&D)=Nail & Disc,(O.R.B.)=Official Records Book, (OHPL)=Over Head Power Line,(P.C.P.)=Permanent Control Point, (P)=Plat (P.O.B.)=Point of Beginning,(P.O.C.)=Point of Commencement (P.R.M.)=Permanant Reference Monument,(P.U.& D.E.)=Public Utility & Drainage Easement, (RNG.)=Range,(R.C.P.)=Reinforced Conc. Pipe,(R\W)=Right of Way,(SEC.)=Section (TWP.)=Township,(WUP)=Wood Utility Pole,(W.F.S.)=Wood Frame Structure,(W.M.)=Water Meter

CERTIFIED TO: DAYTON & JANET REEDY REVOCABLE TRUST

Eric Nielsen
Digitally signed by Eric Nielsen
Date: 2023.01.16 13:22:42 -05'00'

Certified By: Signature Date:

I Eric Nielsen Profesional Surveyor & Mapper, No. 5386, L.B. 6946, State of Florida certify this map of survey meets the standards set per Florida Administrative Code 5J-17.051 pursuant to Chapter 472.027 per Florida Statutes.

ERIC NIELSEN License Number 5386 STATE OF FLORIDA Professional Surveyor and Mapper

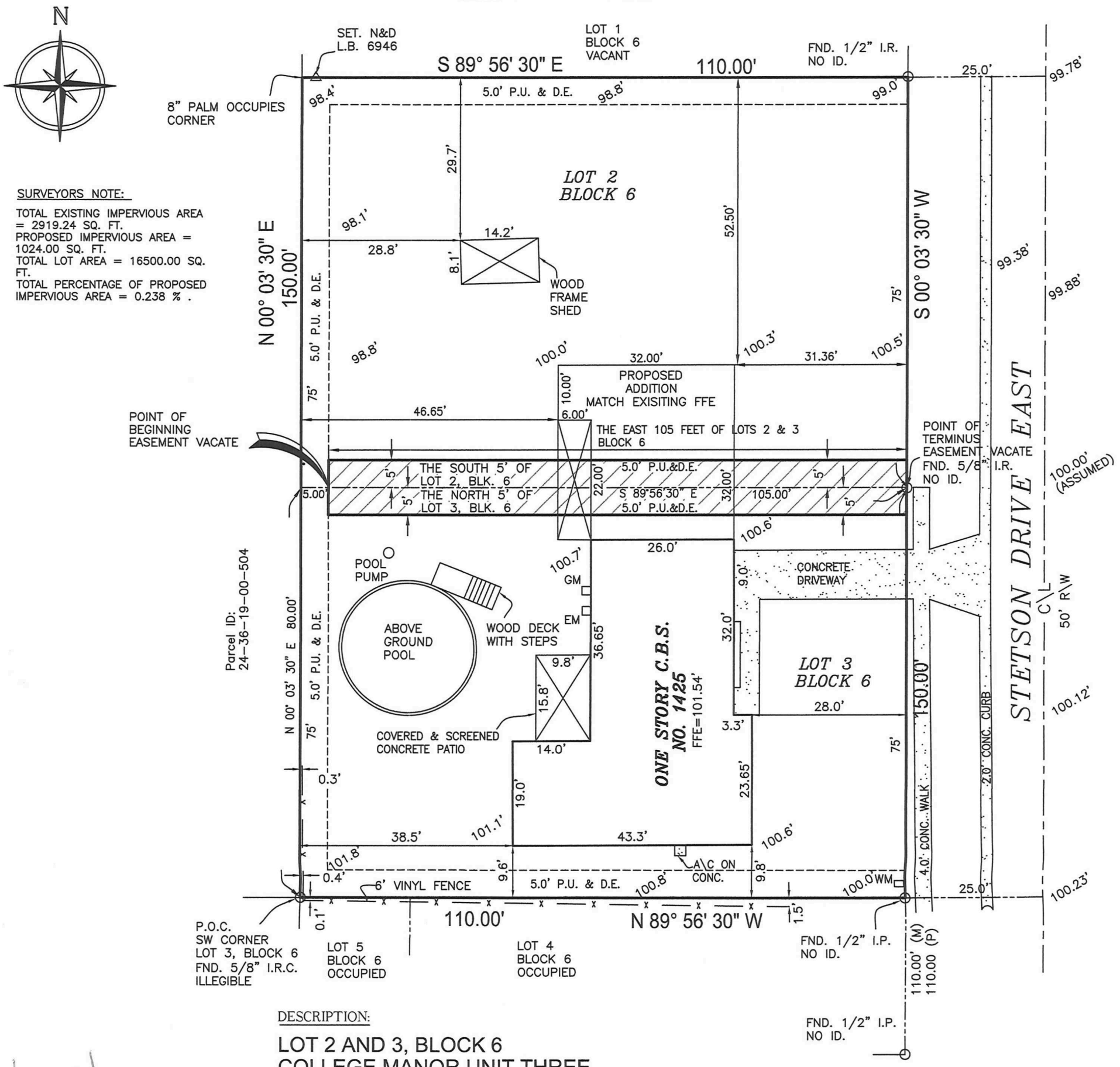

Eric Nielsen Land Surveying, Inc.
12 STONE STREET, COCOA, FL. 32922
Ph: (321) 631-5654
email: nielsensurveying@bellsouth.net


Revisions:

| SCALE: | DATE: | JOB NO |
|---|---|---|
| 1"= 20' | 1-3-2023 | 22-463-12 |

UNLESS IT BEARS THE SEAL & SIGNATURE OF A FLORIDA LICENSED SURVEYOR THIS SURVEY IS FOR INFORMATIONAL PURPOSES ONLY. ©

# MAP OF BOUNDARY SURVEY




SURVEYORS NOTE:

TOTAL EXISTING IMPERVIOUS AREA = 2919.24 SQ. FT.
PROPOSED IMPERVIOUS AREA = 1024.00 SQ. FT.
TOTAL LOT AREA = 16500.00 SQ. FT.
TOTAL PERCENTAGE OF PROPOSED IMPERVIOUS AREA = 0.238 % .

DESCRIPTION:

## LOT 2 AND 3, BLOCK 6
## COLLEGE MANOR UNIT THREE

ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 18, PAGE 43 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

PURPOSE OF SKETCH & DESCRIPTION: VACATING A PORTION OF A 5.00 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT.

DESCRIPTION OF EASEMENT VACATE:

THAT PORTION OF A 5.00 WIDE PUBLIC UTILITY & DRAINAGE EASEMENT DESCRIBED AS FOLLOWS:

THE EAST 105.00 FEET OF THE SOUTH 5.00 FEET OF LOT 2, BLOCK 6, TOGETHER WITH THE EAST 105.00 FEET OF THE NORTH 5.00 FEET OF LOT 3, BLOCK 6, OF COLLEGE MANOR UNIT THREE, A SUBDIVISION AS RECORDED IN PLAT BOOK 18, PAGE 43, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA,

Legal Description of Easement to Vacate

SURVEYORS NOTES:

1. This property is located in Flood Zone(s) X&AE, The Residence is in Flood Zone(s) X, Map No. 12009C0320H, Panel No. 320, Suffix H, Community No. 120020, Effective Date, January 29, 2021
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CERTIFIED TO: DAYTON & JANET REEDY REVOCABLE TRUST

Certified By: Eric Nielsen Digitally signed by Eric Nielsen Date: 2023.03.14 12:25:31 -04'00' Signature Date:

I Eric Nielsen Profesional Surveyor & Mapper, No. 5386, L.B. 6946, State of Florida certify this map of survey meets the standards set per Florida Administrative Code 5J-17.051 pursuant to Chapter 472.027 per Florida Statutes.

ERIC NIELSEN License Number 5386 STATE OF FLORIDA Professional Surveyor and Mapper

*Eric Nielsen Land Surveying, Inc.*

12 STONE STREET, COCOA, FL. 32922
Ph: (321) 631-5654
email: nielsensurveying@bellsouth.net

Revisions:
PROPOSED ADDITION 1-25-2023
EASEMENT VACATE SKETCH & DESCRIPTION 03-13-2023

| SCALE: | DATE: | JOB NO |
|---|---|---|
| 1"= 20' | 1-3-2023 | 22-463-12 |

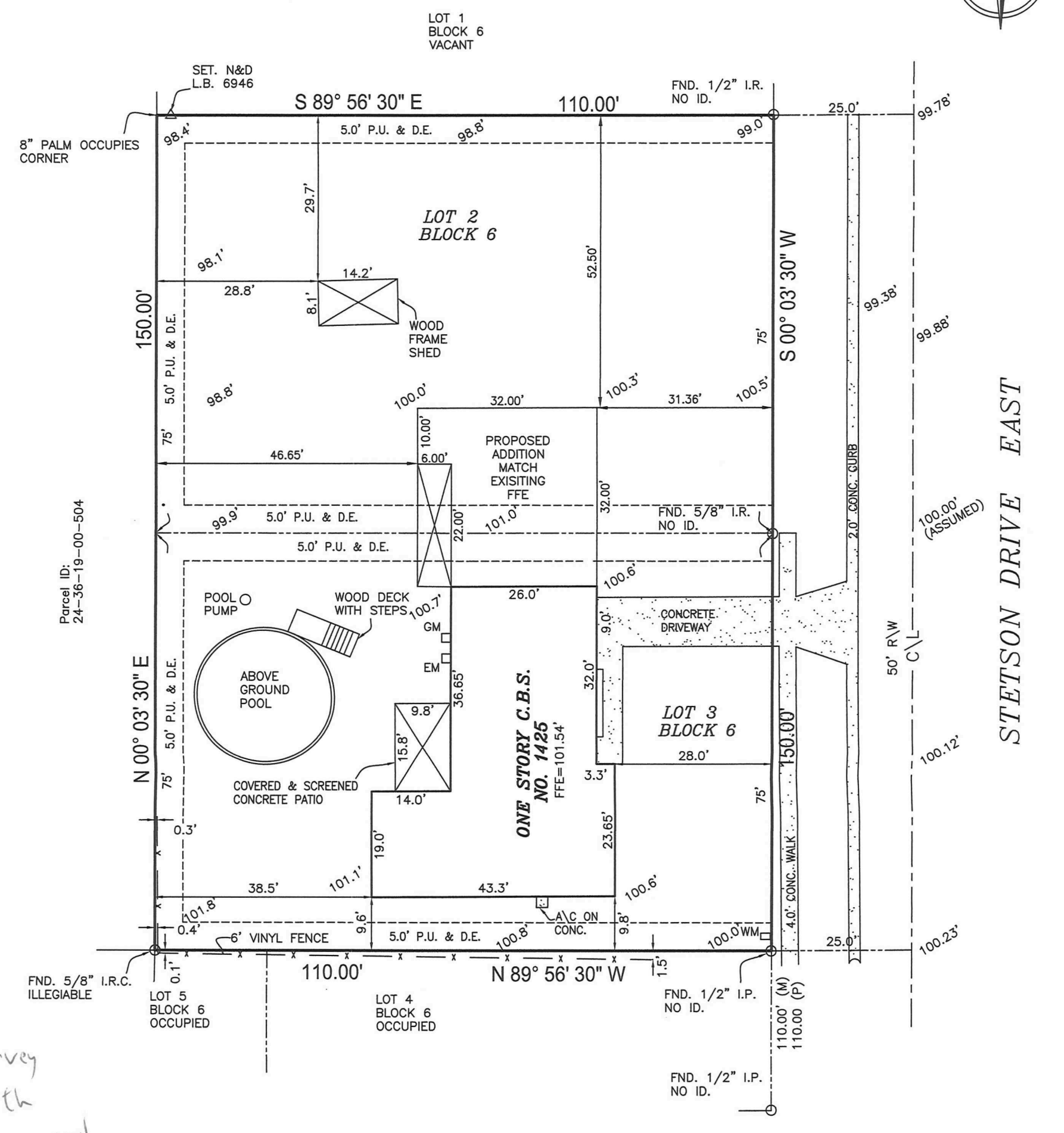
UNLESS IT BEARS THE SEAL & SIGNATURE OF A FLORIDA LICENSED SURVEYOR THIS SURVEY IS FOR INFORMATIONAL PURPOSES ONLY. ©

MAP OF BOUNDARY SURVEY

DESCRIPTION:

## LOT 2 AND 3, BLOCK 6
## COLLEGE MANOR UNIT THREE

ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 18, PAGE 43 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.




Survey with Proposed Improvements

SURVEYORS NOTE:

TOTAL EXISTING IMPERVIOUS AREA = 2919.24 SQ. FT.
PROPOSED IMPERVIOUS AREA = 1024.00 SQ. FT.
TOTAL LOT AREA = 16500.00 SQ. FT.
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CERTIFIED TO: DAYTON & JANET REEDY REVOCABLE TRUST

Certified By: Eric Nielsen Digitally signed by Eric Nielsen Date: 2023.02.02 15:22:18 -05'00' Signature Date:

I Eric Nielsen Profesional Surveyor & Mapper, No. 5386, L.B. 6946, State of Florida certify this map of survey meets the standards set per Florida Administrative Code 5J-17.051 pursuant to Chapter 472.027 per Florida Statutes.

ERIC NIELSEN License Number 5386 STATE OF FLORIDA Professional Surveyor and Mapper


Eric Nielsen Land Surveying, Inc.
12 STONE STREET, COCOA, FL. 32922
Ph: (321) 631-5654
email: nielsensurveying@bellsouth.net

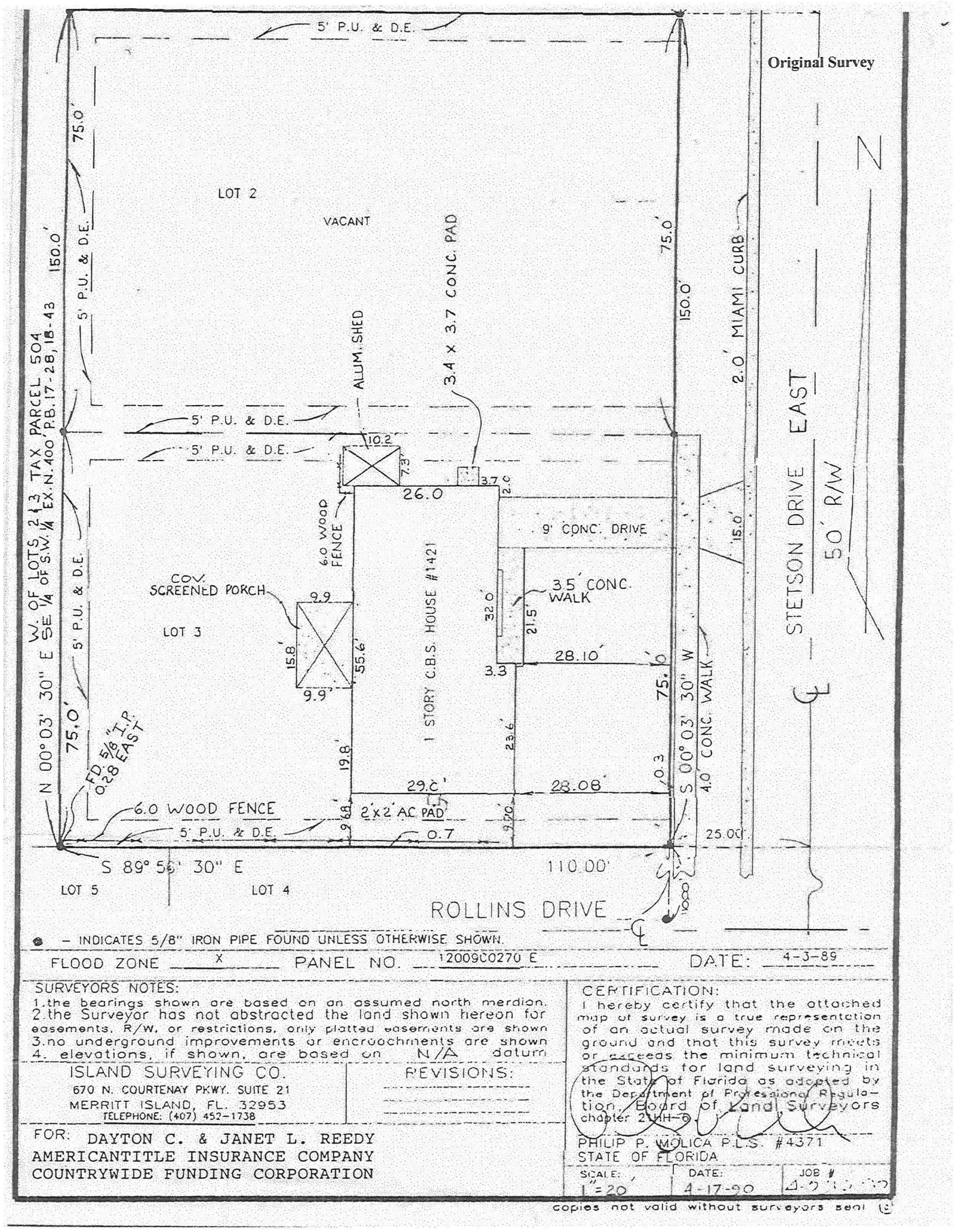

Revisions:

PROPOSED ADDITION 1-25-2023

| SCALE: | DATE: | JOB NO |
|---|---|---|
| 1"= 20' | 1-3-2023 | 22-463-12 |


UNLESS IT BEARS THE SEAL & SIGNATURE OF A FLORIDA LICENSED SURVEYOR THIS SURVEY IS FOR INFORMATIONAL PURPOSES ONLY. ©

**Original Survey**




● – INDICATES 5/8" IRON PIPE FOUND UNLESS OTHERWISE SHOWN.

FLOOD ZONE X PANEL NO. 1200900270 E DATE: 4-3-89

SURVEYORS NOTES:
1. the bearings shown are based on an assumed north meridian.
2. the Surveyor has not abstracted the land shown hereon for easements, R/W, or restrictions, only platted easements are shown
3. no underground improvements or encroachments are shown
4. elevations, if shown, are based on N/A datum

ISLAND SURVEYING CO.
670 N. COURTENAY PKWY. SUITE 21
MERRITT ISLAND, FL. 32953
TELEPHONE: (407) 452-1738

REVISIONS:

FOR: DAYTON C. & JANET L. REEDY
AMERICANTITLE INSURANCE COMPANY
COUNTRYWIDE FUNDING CORPORATION

CERTIFICATION:
I hereby certify that the attached map of survey is a true representation of an actual survey made on the ground and that this survey meets or exceeds the minimum technical standards for land surveying in the State of Florida as adopted by the Department of Professional Regulation, Board of Land Surveyors chapter 21HH-6.

PHILIP P. MOLICA P.L.S. #4371
STATE OF FLORIDA

| SCALE: | DATE: | JOB # |
|---|---|---|
| 1" = 20' | 4-17-90 | |

copies not valid without surveyors seal

Survey Provided for property purchase (1990)

# MAP OF SURVEY

LOTS 2 & 3, BLOCK 6, COLLEGE MANOR UNIT THREE,
ACCORDING TO THE PLAT RECORDED IN PLATBOOK 18, PAGE 43,
OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA

THIS COPY TO STAY ON JOB SITE

THESE PLANS APPEAR TO CONFORM TO PRESENT CITY CODES ANL ARE THEREFORE APPROVED. NOTE: THE ISSUANCE OF A PERMIT UPON PLANS AND SPECIFICATIONS SHALL NOT PREVENT THE BUILDING OFFICIAL FROM THEREAFTER REQUIRING THE CORRECTION OF ERRORS IN SAID PLANS AND SPECIFICATIONS OR PREVENTING THE SUBSTRUCTURE OPERATIONS BEING CARRIED ON THEREUNDER WHEN IN VIOLATION OF ANY CITY ORDINANCES. ALL CITY ORDINANCES ARE AVAILABLE AT THE CITY OF COCOA BUILDING AND ZONING DEPARTMENTS.

LOT _____ BLOCK _____

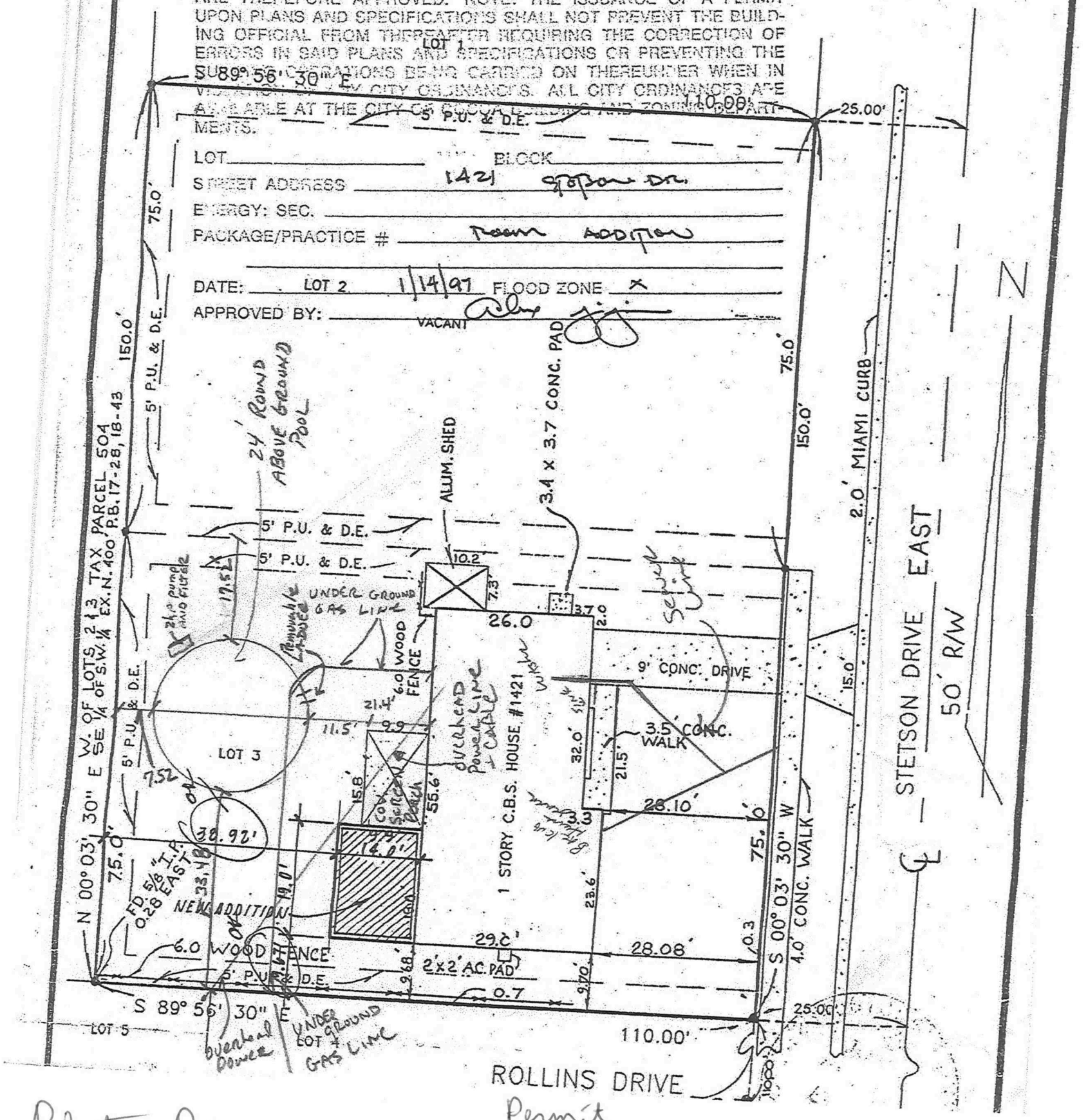
STREET ADDRESS 1421 Stetson Dr.

ENERGY: SEC. _____

PACKAGE/PRACTICE # Room Addition

DATE: LOT 2 1/14/97 FLOOD ZONE X

APPROVED BY: VACANT




Plot Plan Used for Permit for construction of an addition (1997)

Public Works Department
155 N. Wilson Avenue, Cocoa, FL 32922
Phone: (321) 433-8770 I Fax: (321) 504-0922

March 20, 2023

City of Cocoa
155 N. Wilson Av.
Cocoa, FL 32922

Subject: 1425 Stetson Drive East Cocoa FL 32922 – City of Cocoa Public Works Department Letter of No Objection for Easement Vacation Request (City of Cocoa) - Two 5.0' P.U. & D.E. easements on Parcel ID: 24-36-19-IJ-6-2. One is on North side of College Manor Unit 3 lot 3 and one on the South side of College Manor Unit 3 Lot 2. Combined they create a 10.0' P.U. & D.E. easement between that runs East to West through the center of Parcel 24-36-19-IJ-6-2.

To Whom It May Concern,

The City of Cocoa Public Works Department has no objections to the request to vacate.

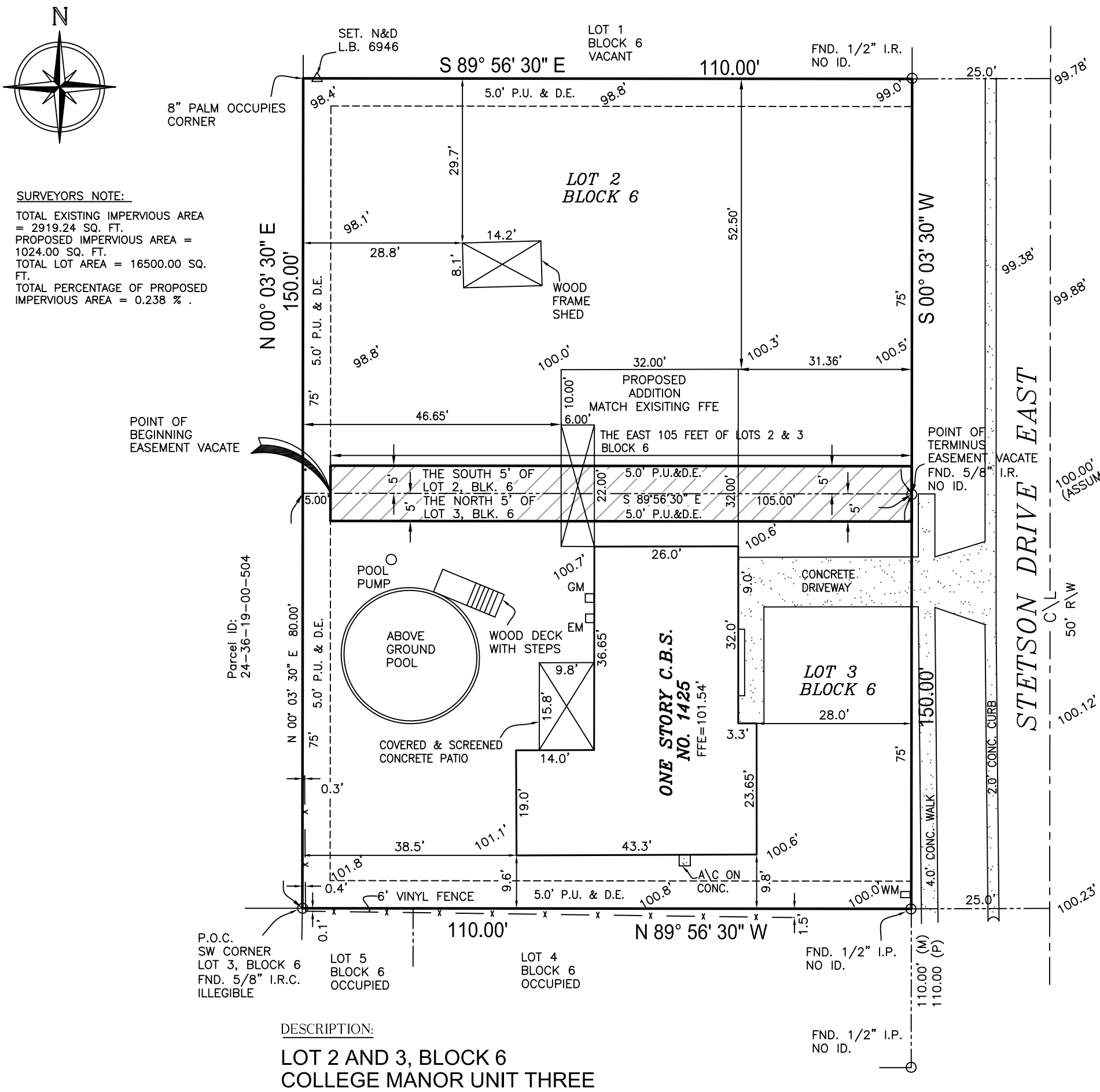
Please let us know if you have any questions or need additional information.

Respectfully,

Bryant Smith

Bryant Smith III, P.E., CFM
Public Works Director
Public Works Department
City of Cocoa
bsmith@cocoafl.gov

# MAP OF BOUNDARY SURVEY




SURVEYORS NOTE:

TOTAL EXISTING IMPERVIOUS AREA = 2919.24 SQ. FT.
PROPOSED IMPERVIOUS AREA = 1024.00 SQ. FT.
TOTAL LOT AREA = 16500.00 SQ. FT.
TOTAL PERCENTAGE OF PROPOSED IMPERVIOUS AREA = 0.238 % .

DESCRIPTION:

## LOT 2 AND 3, BLOCK 6
## COLLEGE MANOR UNIT THREE

ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 18, PAGE 43 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

PURPOSE OF SKETCH & DESCRIPTION: VACATING A PORTION OF A 5.00 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT.

DESCRIPTION OF EASEMENT VACATE:

THAT PORTION OF A 5.00 WIDE PUBLIC UTILITY & DRAINAGE EASEMENT DESCRIBED AS FOLLOWS:

THE EAST 105.00 FEET OF THE SOUTH 5.00 FEET OF LOT 2, BLOCK 6, TOGETHER WITH THE EAST 105.00 FEET OF THE NORTH 5.00 FEET OF LOT 3, BLOCK 6, OF COLLEGE MANOR UNIT THREE, A SUBDIVISION AS RECORDED IN PLAT BOOK 18, PAGE 43, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA,

SURVEYORS NOTES:

1. This property is located in Flood Zone(s) X&AE, The Residence is in Flood Zone(s) X, Map No. 12009C0320H, Panel No. 320, Suffix H, Community No. 120020, Effective Date, January 29, 2021
2. The bearings shown are based on an Assumed North Meridian, Being S 00°03'30" W along the WEST R/W line of Stetson Drive
3. This is Real Property being situated in Section 19, Township 24S, Range 36E.
4. The Surveyor has not abstracted the property. Only platted or furnished easements or encumbrances that affect the property are shown.
5. Underground improvements are not located unless requested.
6. Elevations if shown hereon based on ASSUMED DATUM.
7. Elevations shown as 00.00' are existing spot elevations. elevations shown as 00.00' are proposed elevations.

LEGEND & ABBREVIATIONS: ○ = Set 5/8" I.R.C.
△ = Set nail with metal disc □ = Set concrete monument with disc
—o— = 4' C.L.F. —x— = 6' VINYL FENCE
—□— = 6' W.F.
-·-·-·- = OHPL —— – —— = Center line

(B.M.)=Benchmark,(CONC.)=Concrete,(C\L)=Centerline,(C.B.S.)=Concrete Block Structure (C.B.S.)=Concrete Block Structure,(C.&S)=Covered and Screened, (C.M.)=Concrete Monument,(C.M.P.)=Corrigated Metal Pipe,(C.L.F.)=Chain Link Fence (D)=Deed,(E.M.)=Electric Meter,(F.F.E.)=Finished Floor Elevation,(Fnd.)=Found, (F.P.R.)=Fixed Point of Reference, (IRC)=Iron Rod with Cap,(I.P.)=Iron Pipe (G.M.)=Gas Meter,(L.B.)=Licensed Business,(L.S.)=Licensed Surveyor,(M)=Measured (M.E.S.)=Mitered End Section,(N&D)=Nail & Disc,(O.R.B.)=Official Records Book, (OHPL)=Over Head Power Line,(P.C.P.)=Permanent Control Point, (P)=Plat (P.O.B.)=Point of Beginning,(P.O.C.)=Point of Commencement (P.R.M.)=Permanant Reference Monument,(P.U.& D.E.)=Public Utility & Drainage Easement, (RNG.)=Range,(R.C.P.)=Reinforced Conc. Pipe,(R\W)=Right of Way,(SEC.)=Section (TWP.)=Township,(WUP)=Wood Utility Pole,(W.F.S.)=Wood Frame Structure,(W.M.)=Water Meter

CERTIFIED TO: DAYTON & JANET REEDY REVOCABLE TRUST

Certified By: Signature Date:

I Eric Nielsen Profesional Surveyor & Mapper, No. 5386, L.B. 6946, State of Florida certify this map of survey meets the standards set per Florida Administrative Code 5J-17.051 pursuant to Chapter 472.027 per Florida Statutes.

ERIC NIELSEN License Number 5386 STATE OF FLORIDA Professional Surveyor and Mapper


Eric Nielsen Land Surveying, Inc.
12 STONE STREET, COCOA, FL. 32922
Ph: (321) 631-5654
email: nielsensurveying@bellsouth.net


Revisions:
PROPOSED ADDITION 1-25-2023
EASEMENT VACATE SKETCH & DESCRIPTION 03-13-2023

| SCALE: | DATE: | JOB NO |
|---|---|---|
| 1"= 20' | 1-3-2023 | 22-463-12 |


UNLESS IT BEARS THE SEAL & SIGNATURE OF A FLORIDA LICENSED SURVEYOR THIS SURVEY IS FOR INFORMATIONAL PURPOSES ONLY. ©

Ticket : 055301932 Rev:000 Taken: 02/24/23 10:18ET

State: FL Cnty: BREVARD GeoPlace: COCOA
CallerPlace: COCOA
Subdivision: COLLEGE MANOR  Lot: 2 & 3

Address : 1421
Street  : STETSON DR E
Cross 1 : ROLLINS DR
Within 1/4 mile: Y

Locat: ENTIRE PROPERTY
:
Remarks : THERE IS SOME CONFUSION ABOUT THIS PROPERTY THE MAILING ADDRESS IS
1421 STETSON DR E. ACCORDING TO THE BREVARD COUNTY APPRAISER'S OFFICE THE
PROPERTY IS LOCATED AT 1425. THIS IS A DOUBLE LOT
*** LOOKUP BY ADDRESS ***
:
Grids   : 2822B8045A

Work date: 02/28/23 Time: 23:59ET  Hrs notc: 061 Category: 3 Duration: 01 WK
Due Date : 02/28/23 Time: 23:59ET  Exp Date : 03/27/23 Time: 23:59ET
Work type: NEW CONSTRUCTION  Boring: N  White-lined: U
Ug/Oh/Both: U  Machinery: Y  Depth: 8 FT  Permits: Y
Done for : BROTHERS & SON CONSTRUCTION

Company : BROTHERS AND SON CONSTRUCTION  Type: CONT
Co addr : 5235 SUTTON AVE
City    : WEST MELBOURNE State: FL Zip: 32904
Caller  : MATT BROTHERS Phone: 321-508-4809
Contact : MATT BROTHERS Phone: 321-508-4809
BestTime: ANYTIME
Mobile  : 321-917-7328
Email   : THEW1228@GMAIL.COM

Submitted: 02/24/23 10:18ET Oper: MAT Chan: WEB
Mbrs :  COC547 COC549 CTYGS2 FPLBRE SBF02

* Responses are current as of 03/03/2023 11:50 AM

| Ex. Circum | Service Area | Utility Type(s) | Contact | Alternate Contact | Emergency Contact | Positive Response |
|---|---|---|---|---|---|---|
| No | CITY OF COCOA<br>COC547 | WATER | BRANDON COX<br>(321) 433-8824 | WILLIAM CORDERO<br>(321) 403-9905 | BRANDON COX<br>(321) 433-8824 | Marked |
| No | CITY OF COCOA<br>COC549 | SEWER | BRANDON COX<br>(321) 433-8824 | WILLIAM CORDERO<br>(321) 403-9905 | BRANDON COX<br>(321) 433-8824 | No Conflict - utility is outside of the reque sted work site |
| No | FLORIDA CITY GAS<br>CTYGS2 | GAS | LESLIE SCHOENEICH<br>(321) 288-1126 | HEATHER WITZKE<br>(772) 773-0440 | LESLIE SCHOENEICH<br>(321) 288-1126 | Marked |
| No | FLORIDA POWER & LIGHT--BREVARD<br>FPLBRE | ELECTRIC | USIC DISPATCH CENTER<br>(800) 778-9140 | | USIC DISPATCH CENTER<br>(800) 778-9140 | Clear No Facilities 2023/02/24 18:30 TI CKET REVIEWED |
| No | A T & T/ DISTRIBUTION<br>SBF02 | TELEPHONE | DINO FARRUGGIO<br>(561) 683-2729 | UTILIQUEST LLC *<br>(888) 357-1922 | AT&T NETWORK OPERATIONS CENTER<br>(800) 247-2020 | No Conflict - utility is outside of the reque sted work site |

Ticket : 055301861 Rev:000 Taken: 02/24/23 10:12ET

State: FL Cnty: BREVARD GeoPlace: COCOA
CallerPlace: COCOA
Subdivision: COLLEGE MANOR  Lot: 2 & 3

Address : 1425
Street  : STETSON DR E
Cross 1 : ROLLINS DR
Within 1/4 mile: Y

Locat: ENTIRE PROPERTY
:
Remarks : THERE IS SOME CONFUSION WHEN IT COMES TO THIS PROPERTY. THE MAILING ADDRESS IS 1421 BUT IT IS LISTED AS 1425 BY THE COUNTY APPRAISER. IT IS 2 LOTS COMBINED
*** LOOKUP BY ADDRESS ***
:
Grids   : 2822B8045A

Work date: 02/28/23 Time: 23:59ET  Hrs notc: 061 Category: 3 Duration: 01 WK
Due Date : 02/28/23 Time: 23:59ET  Exp Date : 03/27/23 Time: 23:59ET
Work type: NEW CONSTRUCTION  Boring: N  White-lined: U
Ug/Oh/Both: U  Machinery: Y  Depth: 8 FT  Permits: Y
Done for : BROTHERS & SON CONSTRUCTION

Company : BROTHERS AND SON CONSTRUCTION  Type: CONT
Co addr : 5235 SUTTON AVE
City    : WEST MELBOURNE State: FL Zip: 32904
Caller  : MATT BROTHERS Phone: 321-508-4809
Contact : MATT BROTHERS Phone: 321-508-4809
BestTime: ANYTIME
Mobile  : 321-917-7328
Email   : THEW1228@GMAIL.COM

Submitted: 02/24/23 10:12ET Oper: MAT Chan: WEB
Mbrs :  COC547 COC549 CTYGS2 FPLBRE SBF02

* Responses are current as of 03/03/2023 11:51 AM

| Ex. Circum | Service Area | Utility Type(s) | Contact | Alternate Contact | Emergency Contact | Positive Response |
|---|---|---|---|---|---|---|
| No | CITY OF COCOA<br>COC547 | WATER | BRANDON COX<br>(321) 433-8824 | WILLIAM CORDERO<br>(321) 403-9905 | BRANDON COX<br>(321) 433-8824 | Marked |
| No | CITY OF COCOA<br>COC549 | SEWER | BRANDON COX<br>(321) 433-8824 | WILLIAM CORDERO<br>(321) 403-9905 | BRANDON COX<br>(321) 433-8824 | No Conflict - utility is outside of the reque sted work site |
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| No | A T & T/ DISTRIBUTION<br>SBF02 | TELEPHONE | DINO FARRUGGIO<br>(561) 683-2729 | UTILIQUEST LLC *<br>(888) 357-1922 | AT&T NETWORK OPERATIONS CENTER<br>(800) 247-2020 | No Conflict - utility is outside of the reque sted work site |

Property owners want to build an addition on a double lot that they own. The side easements were never vacated and now run through the center of the property. The property owners want to build an addition that would cross that easement. They also want to be able to utilize their lot to its fullest potential.

**RESOLUTION NO. 2023-030**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; VACATING THE ENTIRE LENGTH OF THE SIDE YARD UTILITY AND DRAINAGE EASEMENTS ON THE SOUTH 5' OF LOT 2 AND NORTH 5' OF LOT 3, BLK6 OF THE COLLEGE MANOR UNIT 3 SUBDIVISION, FOR THE PROPERTY ADDRESSED AT 1425 STETSON DRIVE EAST OF COCOA, FLORIDA; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City of Cocoa, holder of the five-foot side yard utility and drainage easements of the South 5' of Lot 2 and North 5' of Lot 3, BLK 6 of the College Manor Unit 3 Subdivision, dedicated in perpetuity and recorded on the College Manor Unit 3 Subdivision Plat, has received an application from owners and applicants Dayton and Janet Reedy requesting that the City Council vacate the side yard utility and drainage easement located on the South 5' of Lot 2 and North 5' of Lot 3 BLK 6, as shown in **Exhibit A**; and

**WHEREAS,** the City has investigated the property and determined that the easement area is not currently used for any utility purposes and does not anticipate such use being necessary in the future; and

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

**SECTION 1.** That the City of Cocoa, Florida, hereby vacates and disclaims any and all interest in the side yard utility and drainage easements of the South 5' of Lot 2 and North 5' of Lot 3, BLK 6 of the College Manor Unit 3 Subdivision Plat, as shown in **Exhibit A** and is released of any and all maintenance obligations as a result of vacating said easements.

**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 Special meeting assembled on March 30, 2023.

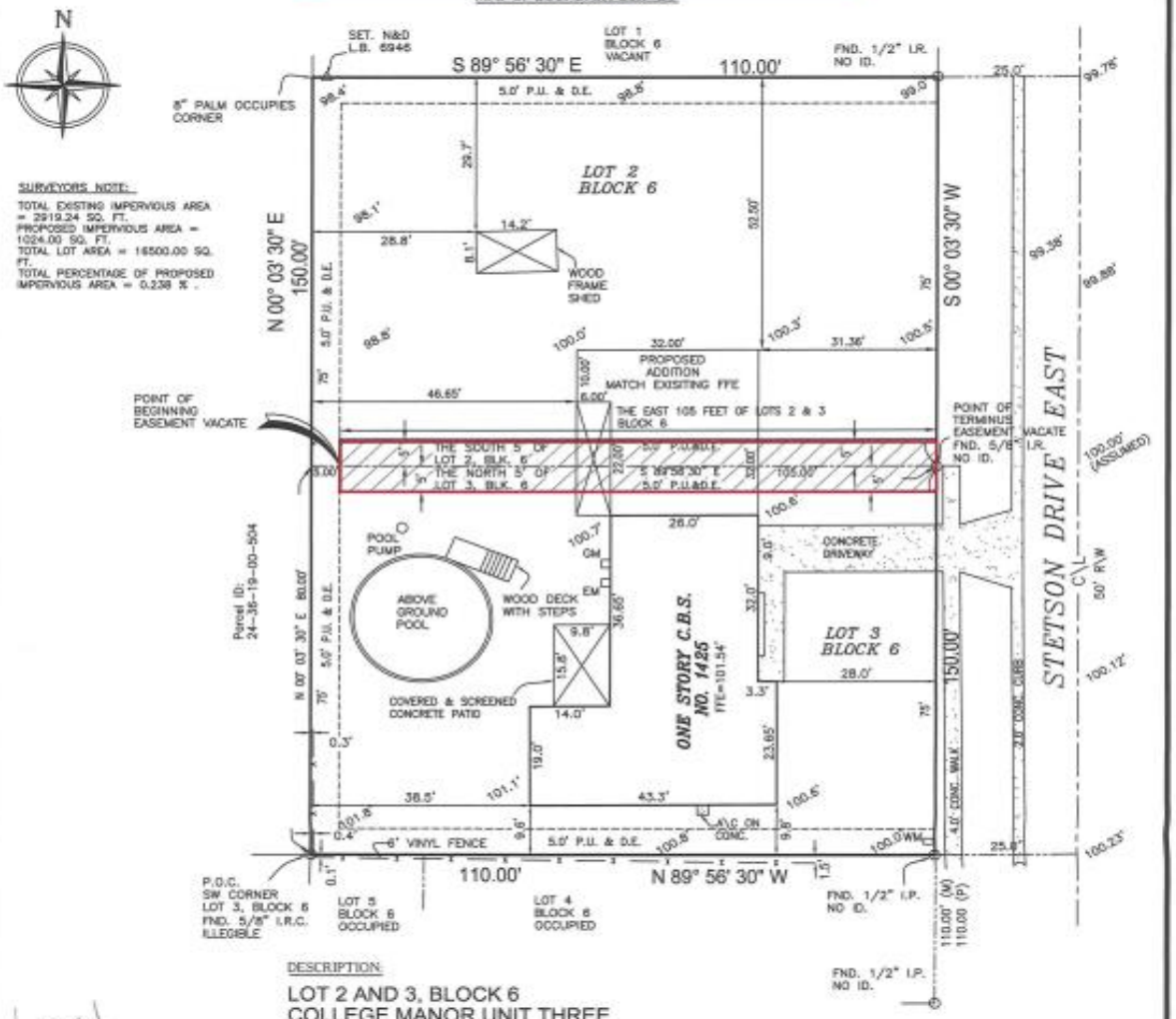
_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

# Exhibit A

MAP OF BOUNDARY SURVEY




SURVEYORS NOTE:

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TOTAL LOT AREA = 16500.00 SQ. FT.
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ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 18, PAGE 43 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

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Legal Description of Easement to Vacate

SURVEYORS NOTES:

1. This property is located in Flood Zone(s) X&AE, The Residence is in Flood Zone(s) X, Map No. 12009C0320H, Panel No. 320, Suffix H, Community No. 120020, Effective Date, January 29, 2021
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—o——— = 6' W.F. ———— = Center line
- - - - - - = OHPL

(B.M.)=Benchmark,(CONC.)=Concrete,(C\L)=Centerline,(C.B.S.)=Concrete Block Structure, (C.B.S.)=Concrete Block Structure,(C.& S)=Covered and Screened, (C.M.)=Concrete Monument,(C.M.P.)=Corrugated Metal Pipe,(C.L.F.)=Chain Link Fence (D)=Deed,(E.M.)=Electric Meter,(F.F.E.)=Finished Floor Elevation,(Fnd.)=Found, (P.P.R.)=Point of Reference, (IRC)=Iron Rod with Cap,(I.P.)=Iron Pipe (G.M.)=Gas Meter,(L.B.)=Licensed Business,(L.S.)=Licensed Surveyor,(M)=Measured (M.E.S.)=Mitered End Section,(N&D)=Nail & Disc,(O.R.B.)=Official Records Book, (OHPL)=Over Head Power Line,(P.C.P.)=Permanent Control Point, (P)=Plat (P.O.B.)=Point of Beginning,(P.O.C.)=Point of Commencement (P.R.M.)=Permanent Reference Monument,(P.U.& D.E.)=Public Utility & Drainage Easement, (RNG.)=Range,(R.C.P.)=Reinforced Conc. Pipe,(R\W)=Right of Way,(SEC.)=Section (TWP.)=Township,(WUP)=Wood Utility Pole,(W.F.S.)=Wood Frame Structure,(W.M.)=Water Meter

CERTIFIED TO: DAYTON & JANET REEDY REVOCABLE TRUST

Eric Nielsen
Digitally signed by Eric Nielsen
Date: 2023.03.14 12:25:31 -04'00'
Certified By: Signature Date:

I Eric Nielsen Professional Surveyor & Mapper, No. 5386, L.B. 6946, State of Florida certify this map of survey meets the standards set per Florida Administrative Code 5J-17.051 pursuant to Chapter 472.027 per Florida Statutes.

Eric Nielsen Land Surveying, Inc.
12 STONE STREET, COCOA, FL. 32922
Ph: (321) 631-5854
email: nielsensurveying@bellsouth.net

| Revisions: | SCALE: | DATE: | JOB NO |
|---|---|---|---|
| PROPOSED ADDITION 1-25-2023 EASEMENT VACATE SKETCH & DESCRIPTION 03-13-2023 | 1"= 20' | 1-3-2023 | 22-463-12 |

UNLESS IT BEARS THE SEAL & SIGNATURE OF A FLORIDA LICENSED SURVEYOR THIS SURVEY IS FOR INFORMATIONAL PURPOSES ONLY.

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 23-190 | **Version:** | 1 | **Name:** | |
| **Type:** | Resolution | | | **Status:** | Multi-Year Contract |
| **File created:** | 3/8/2023 | | | **In control:** | City Council |
| **On agenda:** | 3/30/2023 | | | **Final action:** | |
| **Title:** | Approve an Amendment to City of Cocoa and Beemats Multi-year Service Level Agreement #21-11-COC, Floating Wetlands Water Quality Project (Contract No. 21-11-COC); and Approve Resolution to Waive Competitive Bidding for Beemats floating wetlands maintenance services.(Public Works Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | 02_23_2021 Service Level Agreement.pdf<br>First Amendment to SLA.pdf<br>Beemats Resolution to Waive Competitive Bidding.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: March 8, 2023
Agenda Date: March 30, 2023
Prepared By: Abigail Morgan, P.E., Assistant City Engineer
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Approve an Amendment to City of Cocoa and Beemats Multi-year Service Level Agreement #21-11-COC, Floating Wetlands Water Quality Project (Contract No. 21-11-COC); and Approve Resolution to Waive Competitive Bidding for Beemats floating wetlands maintenance services.

## BACKGROUND:

In January 2021, the City of Cocoa's Purchasing Department, on behalf of the Public Works Stormwater Division, solicited procurement of services to be provided from qualified firms for the installation of floating treatment wetlands (FTW) at the North and South Lakemont Stormwater Ponds.

The sole bid received for this solicitation was from Beemats, LLC, with a proposed one-time fabrication / installation of wetlands, triannual maintenance, and annual lab analysis. The term of said agreement was for a period of five (5) years with two (2) option year renewals. On February 23, 2021, City Council awarded Multi-year Service Level Agreement #21-11-COC, Floating Wetlands Water Quality Project, to Beemats, LLC.

As a pilot project, the city also installed floating wetlands in the Pineda St. stormwater pond in

December 2020. The cost per lb. of nutrient removal reported on the Pineda St. pilot project proved to be quite cost effective. Subsequent to those results, staff elected to install floating wetlands at the North and South Lakemont stormwater ponds and just recently at the North Fiske stormwater pond. Each of the floating wetlands requires triannual maintenance and annual lab analysis. Nutrient removal is an ongoing requirement from the State of Florida and, now that the Beemats are installed and operational, the mats require the maintenance and testing for many years in the future. The future years' maintenance for the Pineda St. and North Fiske stormwater ponds was not included in the original contract or the subsequent additions of the other areas.

Staff requests approval of an amendment to Contract #21-11-COC to include the maintenance of the floating wetlands at the Pineda St. and North Fiske stormwater ponds as indicated in Exhibit A of the Amendment Agreement through September 30, 2031. In addition, staff requests that the original contract term be amended through September 30, 2031, since Beemats is the sole source for this system as described below.

Beemats has a unique floating wetland system that is patented (U.S. Patent No. 7,448,163 B2). They are the sole source for this system. Purchasing approved an Exception to Competitive Purchases for the installation of floating wetlands at the North Fiske stormwater pond. Staff also requests approval of a Resolution to Waive Competitive Bidding for Beemats floating wetlands maintenance services.

## STRATEGIC PLAN CONNECTION:

The Public Works Stormwater Division 10-Year Stormwater Work Plan contains Water Quality Project WQ-15 -Add Floating Wetlands to Existing Stormwater Ponds.

## BUDGETARY IMPACT:

| | |
|---|---|
| Budgeted | Yes |
| If not budgeted, is amendment/transfer attached? | Choose an item. |

FY 24-31 Amounts listed below are contingent upon City Council approval of that fiscal year's budget.

Pineda St Stormwater Pond

| | |
|---|---|
| Amount Requested | FY 23 - $2,731; FY 24-31 - $4,096 |
| Account Number | _423-3570-538.34-00 |
| Account Name | _Contract Services |

North and South Lakemont Stormwater Ponds

| | |
|---|---|
| Amount Requested | FY 23 - $10,300; FY 24-31 - $15,300 |
| Account Number | _423-3570-538.34-00 |
| Account Name | _Contract Services |

North Fiske Stormwater Pond

| | |
|---|---|
| Amount Requested | FY 24 - $6,667; FY 25-31 - $10,000 |
| Account Number | _423-3570-538.31-00 |
| Account Name | _Contract Services |

## PREVIOUS ACTION:

On February 23, 2021, City Council awarded Multi-year Service Level Agreement #21-11-COC, Floating Wetlands Water Quality Project, to Beemats, LLC. (21-127)

## RECOMMENDED MOTION:

Approve an Amendment to City of Cocoa and Beemats Multi-year Service Level Agreement #21-11-COC, Floating Wetlands Water Quality Project (Contract No. 21-11-COC); and Approve Resolution to Waive Competitive Bidding for Beemats floating wetlands maintenance services.

**CITY OF COCOA**
**SERVICE LEVEL AGREEMENT**
**(Contract No. 21-11-COC)**

**ORIGINAL**

This Agreement made and entered into on the 23rd day of February **2021** by and between **BEEMATS LLC** authorized and duly licensed to do business in the State of Florida, hereinafter called the CONTRACTOR, with an address of **3637 State Road 44, New Smyrna Beach, FL 32168**, 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 or OWNER, 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:

1. **DESCRIPTION OF SERVICES** - CONTRACTOR shall perform the work, in accordance with the Contract Documents for the installation, annual maintenance and laboratory analysis of Floating treatment wetlands (FTWs) to increase water quality of ponds and lakes within the surrounding areas of the City's limits. FTWs will target excess nutrients in water which is the main contributor to aquatic weed growth in ponds. Installation of FTWs at the North and South Lakemont Ponds are required to decrease the introduction of Total Nitrogen and Phosphorus to the Indian River Lagoon in effort to increase the biodiversity by providing additional wildlife refuges.

2. **SCOPE OF SERVICES**

**2.1. General**

2.1.1. Floating Wetland System Installation (One-time installation)

A. Floating Wetland System Installation
   1. Construct fabricated mats with plants for a total of 3,825 square feet of floating wetland system.
   2. Deliver, plant and install mats with anchors.

B. Maintenance
   3. Triannual (3 x's per year) retrieval and biomass harvest floating wetlands.
   4. Repair and re-anchor the floating wetlands island as needed.
   5. Provide an annual, once per year, lab analysis and report.
      a) All samples submitted are to be analyzed with the following methods:
         1. EPA 9056A Determination of Inorganic Anions by Ion Chromatography
         2. EPA 365.4 Phosphorus, Total
         3. EPA 351.2 Determination of Total Kjeldahl Nitrogen by Semi-automated Colorimetry
         4. Method SM 2540G Total, Fixed, and Volatile Solids in Solid and Semisolid Samples

b) The annual report shall reflect "wet-weight", which simply implies a percent solids calculation was not incorporated into the final value, but the dried material was used.

2.1.2. Locations

North and South Lakemont Stormwater Ponds Floating Wetlands Installation
See Appendix A & B: Area Map

| Stormwater Pond | Description |
|---|---|
| North Horseshoe | 2.11-acre pond between N Fiske Blvd. and North Lakemont Drive (Map Number 1) |
| South Horseshoe | Two side-by-side ponds totaling 3.06 acres on both sides of South Lakemont Drive (Map Number 2 & 3) |

2. **CONTRACT DOCUMENTS** - The Contract Documents consist of this Agreement; the service requirements prepared by Public Works Stormwater Division, dated October 19, 2020 ; Bid Documents (ITB# B-21-11-COC) issued by the City, dated November 30, 2020; Contractor's Bid Submittal, dated January 19, 2021 General Conditions, if any; Supplemental Terms and Conditions by the City. The CONTRACTOR represents and agrees that it has carefully examined and understands this Agreement and has investigated the nature, locality and site of installation and services under which it is to be performed and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the OWNER, or of any of their respective officers, agents, servants, or employees.

3. **ORDER OF PRECEDENCE** - In case of any inconsistency in any of the documents bearing on the Agreement between the OWNER and the CONTRACTOR, the inconsistency shall be resolved by giving precedence in the following order:

a. Change Orders

b. Agreement, Exhibits and Addenda

c. Supplemental Terms and Conditions

d. General Terms and Conditions

e. Issued Bid Documents

f. Contractor's Bid Proposal

g. [OTHER] N/A

Any inconsistency in services to be provided shall be clarified by the OWNER and performed by the CONTRACTOR.

4. **AGREEMENT INTERPRETATION** - At its discretion, during the course of the work, should any errors, ambiguities, or discrepancies be found in the Contract Documents, the OWNER at its sole discretion will interpret the intent of the Contract Documents and the CONTRACTOR hereby agrees to abide by the OWNER's interpretation and agrees to carry out the work in accordance with the decision of the OWNER.

5. **BRAND NAME MATERIALS** – Whenever materials are specified or described in the scope of work or any exhibits by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. The CONTRACTOR will be responsible for all coordination necessary to accommodate the materials being provided without additional cost to the OWNER. Unless the name is followed by words indicating that no substitution is permitted, a substitute material is allowed if it is reasonably equivalent to the brand name specified and CONTRACTOR certifies in writing that the proposed substitute will perform adequately the functions called for and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. The OWNER has full discretion to decide whether a substitute is reasonably equivalent. CONTRACTOR must notify the OWNER in writing prior to use of the substitute for a specified brand name and allow the OWNER to decide before CONTRACTOR uses the substitute.

6. **CONTRACT TIME** -

All provisions regarding Contract Time are essential to the performance of this Contract.

a. The CONTRACTOR will be required to commence work under this contract within **15 calendar days** after the date of receipt of the Notice to Proceed or Purchase Order.

b. 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.

c. If applicable to the work required by this agreement, Float Time is allocated specifically to the CONTRACTOR's responsibility for coordination of any delays to the project timeline. OWNER will not consider any Contract Time extensions to this project unless coordinated with the designed OWNER Project Manager. Contract Extensions must be coordinated no later than 30 days from anticipated delays and only approved by the OWNER Project Manager, unless cause for delay is determined uncontrollable in nature.

7. **CONTRACT PRICE, UNIT PRICE CONTRACT** - The OWNER will pay the CONTRACTOR in current funds for the installation, annual maintenance and laboratory analysis of Floating treatment wetlands (FTWs) to increase water quality of ponds and lakes within North and South Horseshoe Lake within the City's limits. in accordance with the

Contract Documents, subject to additions and deductions approved by Change Order, the Total Contract Price of **One Hundred Fourteen Thousand Seven Hundred Fifty ($114,750)**, for a period of five (5) years with two option year renewals per the attached Scheduled Cost Table within **EXHIBIT A**. CONTRACTOR agrees to accept the Contract Price as full compensation for the agreed upon services, terms and conditions 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) Required services specified within the scope of work; (2) applicable law; (3) the terms and conditions of the Contract Documents, including, but not limited to the indemnification provisions of the Contract Documents.

(1) In addition to the acknowledgments previously made, the CONTRACTOR acknowledges that the CONTRACTOR's Total Bid (original Contract Price) specifically considered and the OWNERS requirement of triannual maintenance and annual lab analysis relied upon CONTRACTOR's own study of the required services and any conflicts relating to providing such.

(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 of required services with the OWNER as specified by the OWNER, if any, with its own forces, the work of other contractors, if any, and the delivery at the City's Public Works Storm Water Division.

(3) Payments will be made to the CONTRACTOR for actual services rendered on the basis of the Scheduled Cost Table included (EXHIBIT A), which shall be as fully a part of the Contract as if attached or repeated herein. Where the Contract Documents provide for Unit Price, the Contract Price stated in the Agreement will include for all Unit Price an amount equal to the sum of the Unit Prices for each item of Unit Price times the estimated quantity of product delivered 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.

8. **TERMINATION; DEFAULT BY CONTRACTOR AND OWNER'S REMEDIES** - The OWNER reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, for convenience. Further, the OWNER reserves the right to revoke and terminate this Agreement 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 OWNER 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 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.

In addition, CONTRACTOR may terminate this Agreement if OWNER fails to perform any material covenant or condition of this Agreement and does not cure such breach within seven (7) calendar days after written notice from the CONTRACTOR specifying breach.

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 Work hereunder; or

d. CONTRACTOR has committed any act of fraud upon the OWNER; or

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

f. 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 OWNER may have under this Agreement.

Notwithstanding the aforementioned, in the event of a default by CONTRACTOR, the OWNER shall have the right to exercise any other remedy the OWNER may have by operation of law, without limitation, and without any further demand or notice. In the event of such termination, OWNER 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.

9. **FORCE MAJEURE** - 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 OWNER '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.

10. **SEVERABILITY** - In the event any portion or part thereof of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties, at

the sole discretion and option of the OWNER, 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 be fully enforceable

11. **INVOICING -**

OWNER hereby identifies the City of Cocoa, Finance Department – Accounts Payable (accountspayable@cocoafl.org) as the agent or office to which the CONTRACTOR must submit payment requests or invoices.

12. **DESIGNATION OF PROJECT REPRESENTATIVE -** The duties and authority of the OWNER are as follows:

a. **General Administration of Contract**. The primary function of the OWNER is to provide the general administration of the contract. In performance of these duties, Public Works Storm Water Division Representative or an authorized representative is the OWNER's Project Manager during the entire period of required services. The OWNER (CITY) may change the Project Manager during the term of this contract.

b. **Inspections, Opinions, and Progress Reports.** The OWNER shall be kept familiar with the progress and quality of services rendered by CONTRACTOR and may conduct periodic reviews. The OWNER will not be responsible for the means of the services provided, or for the sequences, methods, and procedures used therein, or for the CONTRACTOR's failure to perform the services in accordance with the Contract Documents.

c. **Interpretation of Contract Documents: Decisions on Disputes.** The OWNER will be the initial interpreter of the contract document requirements and make decisions on claims and disputes between Contractor and Owner.

d. **Rejection and Stoppage of Services.** The OWNER shall have authority to reject services which in its opinion does not conform to the Contract Documents, and in this connection may stop the services or a portion thereof, when necessary.

e. **Payment Certificates.** The OWNER will determine the amounts owing to CONTRACTOR as the services progress, based on CONTRACTOR's approved invoice and OWNER's inspections and observations of satisfactory services, and will issue certificates for payments in accordance with the terms of the Contract Documents.

13. **RESPONSIBILITIES OF CONTRACTOR** - CONTRACTOR's duties and rights in connection with the project herein are as follows:

a. **Responsibility for Supervision**. CONTRACTOR shall be solely responsible for all services rendered under this contract, including the techniques, sequences, procedures and

means, for the coordination of all tests. CONTRACTOR shall supervise and direct the services and give it all attention necessary for such proper supervision and direction.

b. **Furnishing of Labor, Materials, etc.** CONTRACTOR shall provide and pay for all labor, materials and testing equipment, including any additional materials required for the required services necessary to meet the requirements in accordance with the Contract Documents.

c. **Guarantee.** The CONTRACTOR hereby guarantees the services to the full extent provided in the Specifications, General Conditions, Special Conditions and other Contract Documents. Without limiting the generality of the foregoing, the CONTRACTOR warrants to the OWNER, that all services delivered under this Agreement will be of first class quality and new, unless otherwise required or permitted by the other Contract Documents, that the services performed pursuant to this Agreement will be free from defects and that the services strictly conform with the requirements of the Contract Documents. Services not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered unacceptable.

14. **ASSIGNMENT** - CONTRACTOR shall not assign or subcontract this Agreement, or any rights or any monies due or to become due hereunder without the prior, written consent of the OWNER.

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

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

c. If CONTRACTOR, prior to the commencement of any services, subcontracts any part of this Agreement by the subcontractor, CONTRACTOR shall require the subcontractor to provide OWNER and its affiliates with insurance coverage as set forth by the OWNER.

d. If upon receiving written approval from OWNER, any part of this Agreement is subcontracted by CONTRACTOR, CONTRACTOR and subcontractors shall make prompt payments to subcontractors in accordance with s. 218.735, Florida Statutes.

15. **THIRD PARTY RIGHTS** - Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONTRACTOR.

16. **PROHIBITION AGAINST CONTINGENT FEES** - 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.

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

18. **INDEMNIFICATION** – CONTRACTOR shall indemnify and hold harmless the OWNER, its officers, employees, agents, and city attorneys (individually and in their official capacity, from liability, losses, damages, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement.

CONTRACTOR specifically assumes potential liability for actions brought by CONTRACTOR'S own employees against the OWNER and, solely for the purpose of this indemnification and defense, 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.

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 OWNER, 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 OWNER or its officers, employees, and city attorneys which may covered by this indemnification. In all events the OWNER 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.

In consideration of the CONTRACTOR's indemnity obligations, OWNER specifically agrees to pay the CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS ($250.00) or ONE PERCENT (1%) OF THE CONTRACT SUM WHICHEVER IS GREATER. The CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of OWNER and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

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

19. **SAFETY** - CONTRACTOR shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, contractors, and agents while performing any services on City property.

20. **CORPORATE REPRESENTATIONS BY CONTRACTOR** - CONTRACTOR hereby represents and warrants to the OWNER 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 signatory for CONTRACTOR has the power, authority, and the legal right to enter into and perform the obligations set forth in this Agreement and all applicable exhibits thereto, and the execution, delivery, and performance hereof by CONTRACTOR has been duly authorized by the board of directors and/or president of CONTRACTOR. In support of said representation, CONTRACTOR agrees to provide a copy to the OWNER of a corporate certificate of good standing provided by the State of Florida prior to the execution of this Agreement.

c. CONTRACTOR is duly licensed under all local, state and federal laws to provide the work stated in paragraph 1.0 herein. In support of said representation, CONTRACTOR agrees to provide a copy of all said licenses to the OWNER prior to the execution of this Agreement.

21. **INSURANCE** - During the term of this Agreement, CONTRACTOR shall be responsible for providing the types of insurance and limits of liability as applicable and set forth under this Paragraph. Additionally, all independent contractors or agents employed by CONTRACTOR to perform any services hereunder shall fully comply with the insurance provisions contained in these Contract Documents.

a. The CONTRACTOR shall maintain comprehensive general liability insurance in the minimum amount of $2,000,000 as the combined single limit for each occurrence with a deductible not less than $5,000 unless otherwise approved in writing by the City Manager to protect the CONTRACTOR from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

b. 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.

c. The CONTRACTOR shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by law and Employer's Liability Insurance in the minimum amount of $2,000,000 for all of its employees performing Work for the OWNER pursuant to this Agreement. 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 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.

d. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. A copy of a current Certificate of Insurance shall be provided to the OWNER by CONTRACTOR upon the Effective Date of this Agreement which satisfied the insurance requirements of this Paragraph 25. Renewal certificates shall be sent to the OWNER 10 days prior to any expiration date. There shall also be a 10-day advance written notification to the OWNER in the event of cancellation or modification of any stipulated insurance coverage. **The OWNER shall be an additional named insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation and professional liability policies.**

22. **MEDIATION/VENUE** - The parties agree that should any dispute arise between them regarding the terms or performance of this Agreement, both parties will participate in mediation. The parties agree to equally share the cost of the mediator. Should the parties fail to resolve their differences through mediation, then any cause of action filed hereunder shall be filed in the Circuit or County Court for Brevard County, Florida.

23. **GOVERNING LAW & VENUE** - 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.

24. **ATTORNEY'S FEES** - Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal.

25. **NOTICES** - Any notice or approval under this Contract shall be sent, postage prepaid, to the applicable party at the address shown on the first page of this Contract.

26. **WORK IS A PRIVATE UNDERTAKING** - With regard to any and all Work performed hereunder, it is specifically understood and agreed to by and between the parties hereto that the

contractual relationship between the OWNER and CONTRACTOR is such that the CONTRACTOR is an independent contractor and not an agent of the OWNER. The CONTRACTOR, its contractors, partners, agents, and their employees are independent contractors and not employees of the OWNER. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the OWNER, on one hand, and the CONTRACTOR, its contractors, partners, employees, or agents, during or after the performance of the Work under this Agreement.

27. **DOCUMENTS - Public Records**: It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR and its independent contractors and associates related, directly or indirectly, to this Agreement, may be deemed to be a Public Record whether in the possession or control of the OWNER or the CONTRACTOR. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the OWNER's City Manager. Upon request by the OWNER, the CONTRACTOR shall promptly supply copies of said public records to the OWNER. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the CONTRACTOR be open and freely exhibited to the OWNER 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 OWNER upon delivery of a written notice of cancellation. If CONTRACTOR fails to comply with this Section, and the OWNER must enforce this Section, or the OWNER 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 OWNER 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 OWNER shall also be entitled to reimbursement of all attorneys' fees and damages which the OWNER 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.

The CONTRACTOR acknowledges that the OWNER is a Florida municipal corporation and subject to the Florida Public Records Law. CONTRACTOR agrees that to the extent any document produced by CONTRACTOR under this Agreement constitutes a Public Record; CONTRACTOR shall comply with the Florida Public Records Law.

28. **SOVEREIGN IMMUNITY** - The OWNER 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 OWNER's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the OWNER's potential liability under state or federal law. CONTRACTOR agrees that OWNER shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, OWNER

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.

29. **HEADINGS** - Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

30. **INTEGRATION; MODIFICATION** - The drafting, execution, and delivery of this Agreement by the Parties has been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. Modifications of this Agreement shall only be made in writing signed by both parties.

31. **WAIVER AND ELECTION OF REMEDIES** - 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. 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. 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.

32. **NOTICE** - Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, certified mail, return receipt requested, postage prepaid to:

**For CONTRACTOR:**

BEEMATS LLC
Attn: Steve Beeman / President
3637 State Road 44
New Smyrna Beach, FL 32168
P: 386-428-8578
E: beemats@gmail.com

**For OWNER:**

City of Cocoa
Attn: City Manager and Public Works Director
65 Stone Street
Cocoa, FL 32922

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

33. **CONFLICT OF INTEREST**.

a. The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Contract with the OWNER or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government and the OWNER's Personnel Policies.

b. The CONTRACTOR hereby certifies that no officer, agent or employee of the OWNER has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over five percent (5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this CONTRACT.

c. Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the OWNER pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

34. **ADDITIONAL ASSURANCES**.

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 Work required by this Agreement by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

b. No principal (which includes officers, directors, or executive), 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 OWNER; and

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

35. **FEDERALLY FUNDED PROJECTS (As Applicable)** – For Work that will be funded in whole or in part by federal funds, the following provisions shall apply, as required by Section 200.326, Code of Federal Regulations:

a. *Equal Employment Opportunity.* During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to

such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency 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 subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. *Compliance with the Davis-Bacon Act*

(1) The Contractor will comply with the David-Bacon Act (40 U.S.C. 3141 – 3144 and 3146 – 3148) as supplemented by the Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), which are incorporated herein by reference.

(2) In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. The Contractor shall pay wages not less than once a week.

(3) Subcontracts. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

(4) The Contractor agrees to report each suspected or reported violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

c. *Compliance with the Copeland "Anti-Kickback" Act*

(1) The Contractor will comply with the Copeland "Anti-Kickback" Act (40 U.S.C 3145) as supplemented by the Department of Labor Regulations (29 CFR Part 3, "Contractors or Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which are incorporated herein by reference.

(2) The Contractor and each subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(3) Subcontracts. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

(4) The Contractor agrees to report each suspected or reported violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

d. *Compliance with the Contract Work Hours and Safety Standards Act*

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

e. *Rights to Inventions Made Under a Contract or Agreement.*

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the City or Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the City or Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the federal awarding agency.

f. *Clean Air Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance.

g. *Federal Water Pollution Control Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

h. *Suspension and Debarment*

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida, and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

i. *Byrd Anti-Lobbying Amendment*

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to

influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

## APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements *(If applicable)*

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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 Contractor, BEEMATS LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Steve Beeman / President
Name and Title of Contractor's Authorized Official

2/16/2021
Date

j. *Procurement of Recovered Materials*

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprchensiveprocurement-guideline-cpg-program.

k. *Access to Records*

The following access to records requirements applies to this contract:

(1) The Contractor agrees to provide the City, the State of Florida, the federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the federal awarding agency Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

l. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that federal financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, federal awarding agency policies, procedures, and directives.

m. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

n. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

**CITY OF COCOA**
**SERVICE LEVEL AGREEMENT**
**(Contract No. 21-11-COC)**

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seal on the date first above written.

**CITY OF COCOA**

By: _____
Stockton Whitten, City Manager

Date: 2/23/2021

ATTEST:

_____
Carie Shealy, City Clerk

SEAL

**CONTRACTOR**

BEEMATS LLC

By: _____
Print name/title: Steve Beeman / President

Date: 2/16/2021

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of (✓) physical presence or (___) online notarization, this 16 day of FEBRUARY, 2021 by STEVE BEEMAN, the PRESIDENT of BEEMATS LLC, who is personally known to me or who produced ____ _____ as identification and who did take an oath.

_____
(Notary Public Signature)
ROXANNE MARIE SNYDER
(Print Name)
Notary Public, State of FLORIDA
Commission No.:
My Commission Expires:

Notary Public State of Florida
Roxanne Marie Snyder
My Commission GG 282198
Expires 02/10/2023

**North and South Lakemont Stormwater Ponds Floating Wetlands Project**

| | | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Otpion Year 1 | Option Year 2 |
|---|---|---|---|---|---|---|---|---|
| Floating Wetland System Installation | | $ 38,250.00 | $ - | $ - | $ - | $ - | $ - | $ - |
| Floating Wetlands Maintenance | | | | | | | | |
| First Triannual | Harvesting | $ 4,500.00 | $ 4,500.00 | $ 4,500.00 | $ 4,500.00 | $ 4,500.00 | $ 4,500.00 | $ 4,500.00 |
| | Analysis/Lab Report | $ 500.00 | $ 500.00 | $ 500.00 | $ 500.00 | $ 500.00 | $ 500.00 | $ 500.00 |
| Second Triannual | Harvesting | $ 4,500.00 | $ 4,500.00 | $ 4,500.00 | $ 4,500.00 | $ 4,500.00 | $ 4,500.00 | $ 4,500.00 |
| | Analysis/Lab Report | $ 500.00 | $ 500.00 | $ 500.00 | $ 500.00 | $ 500.00 | $ 500.00 | $ 500.00 |
| Third Triannual | Harvesting | $ 4,500.00 | $ 4,500.00 | $ 4,500.00 | $ 4,500.00 | $ 4,500.00 | $ 4,500.00 | $ 4,500.00 |
| | Analysis/Lab Report | $ 500.00 | $ 500.00 | $ 500.00 | $ 500.00 | $ 500.00 | $ 500.00 | $ 500.00 |
| Annual Report | | $ 300.00 | $ 300.00 | $ 300.00 | $ 300.00 | $ 300.00 | $ 300.00 | $ 300.00 |
| | Annual Fees | $ 53,550.00 | $ 15,300.00 | $ 15,300.00 | $ 15,300.00 | $ 15,300.00 | $ 15,300.00 | $ 15,300.00 |
| | **Contract Total (Years One - Five):** | $ 114,750.00 | | | | | | |
| | With Approved Option Years: | $ 145,350.00 | | | | | | |

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8775 I Fax: (321) 433-8860

CITY OF COCOA
1ST AMENDMENT TO SERVICE AGREEMENT
**CONTRACT B-21-11-COC**
**FLOATING WETLANDS WATER QUALITY PROJECT**

This FIRST Amendment to the agreement is between the City of Cocoa, a Florida municipal Corporation ("City") and Beemats LLC a for profit corporation ("Contractor").

WHEREAS, the City and the Contractor entered into an agreement for installation, maintenance and laboratory analysis of Floating Treatment Wetlands, dated February 23, 2021.

WHEREAS, the parties mutually agree to amend the agreement to include the maintenance of additional locations previously installed.

WHEREAS, the parties agree that the maintenance of all specified locations are to be extended as specified in herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 2.1.2 Locations is amended to include Pineda Street Stormwater Pond which contains a 1,024 square foot floating wetland and North Fiske Stormwater Pond which contains a 5,000 square foot floating wetland. Area Maps are included as Appendices C and D.

Section 7. Contract Price, Unit Price Contract is amended to include the maintenance of newly added locations in section 2.1.2 and to extend the term of the maintenance and analysis though September 30, 2031.

Exhibit A Schedule of Prices is updated to detail the newly agreed to annual maintenance and analysis costs.

All other terms, conditions, provisions, and scope of services remain unchanged.

By signing below, each party indicates its approval of this Amendment which will be effective as of the date of the final signature.

| BEEMATS, LLC | CITY OF COCOA |
| --- | --- |
| **By:** Steve Beeman | **By:** Michael Blake |
| (Print Name) | (Print Name) |
| President | Mayor |
| (Title) | (Title) |
| 2/22/2023 | |
| Signature / Date | Signature / Date |

Attest: _____
Carrie Shealy, City Clerk

CC: Abigail Morgan, Assistant City Engineer / Stormwater Manager
Brian Dale, Purchasing / Contracts Division Manager

**Exhibit A**
**Schedule of Prices**
**City of Cocoa Stormwater Ponds Floating Wetlands Projects**

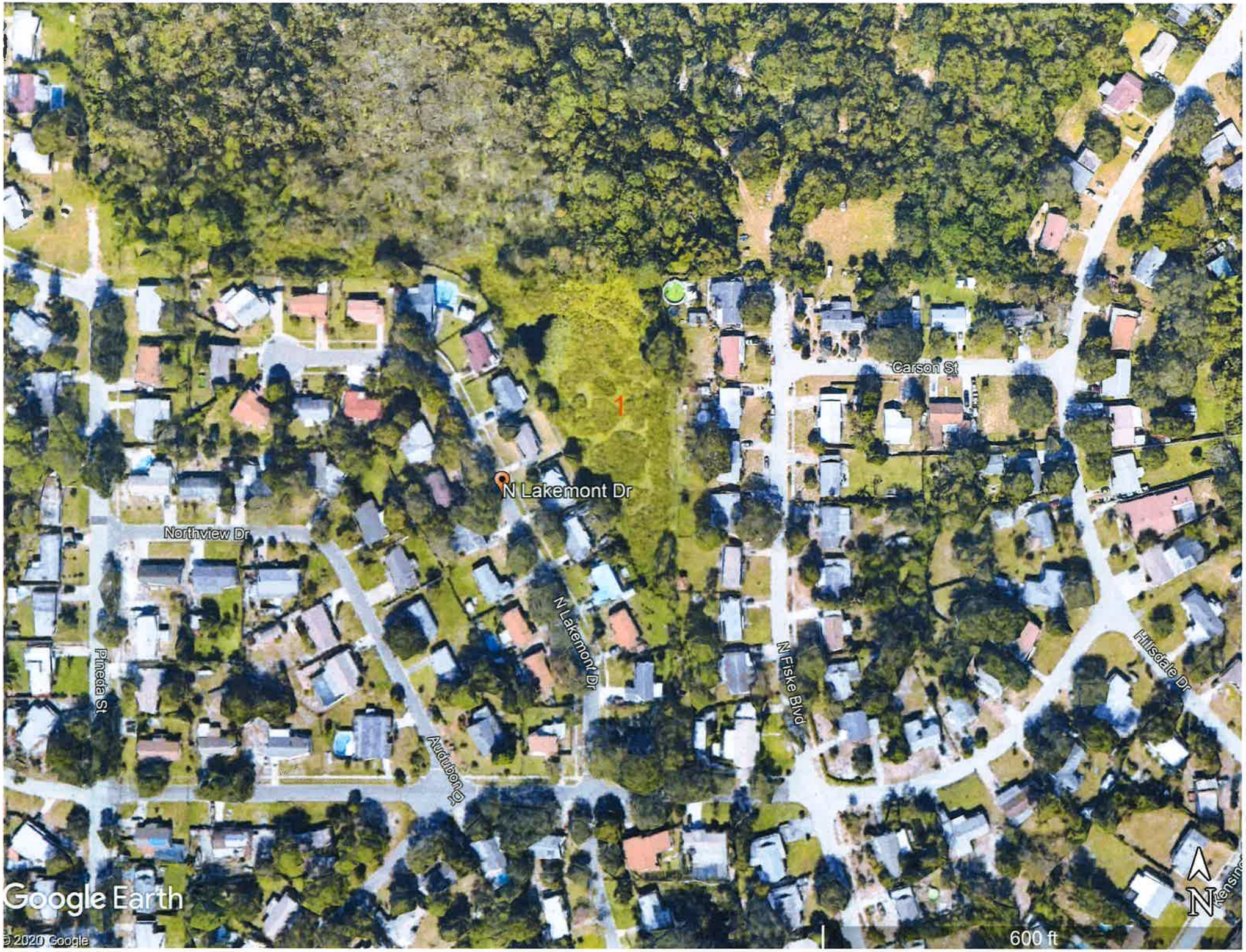
| | | | | Maintenance FY 2023 | | | | |
|---|---|---|---|---|---|---|---|---|
| **Stormwater Pond** | **Task/Deliverable** | **Unit Price** | **Square Footage** | **-** | **APR 2023** | **AUG 2023** | **Annual Report** | **Total** |
| North and South Lakemont Stormwater | Harvesting and Analysis/Lab Report | $4.00 | 3,825 | | $5,000.00 | $5,000.00 | $300.00 | $10,300.00 |
| Pineda Street Stormwater Pond | Harvesting and Analysis/Lab Report | $4.00 | 1,024 | | $1,365.00 | $1,366.00 | $0.00 | $2,731.00 |
| North Fiske Stormwater Pond | Harvesting and Analysis/Lab Report | $2.00 | 5,000 | | $0.00 | $0.00 | $0.00 | $0.00 |
| **Total** | | | | | | | | **$13,031.00** |

| | | | | Maintenance FY 2024 | | | | |
|---|---|---|---|---|---|---|---|---|
| **Stormwater Pond** | **Task/Deliverable** | **Unit Price** | **Square Footage** | **DEC 2023** | **APR 2024** | **AUG 2024** | **Annual Report** | **Total** |
| North and South Lakemont Stormwater Pond | Harvesting and Analysis/Lab Report | $4.00 | 3,825 | $5,000 | $5,000 | $5,000 | $300 | $15,300 |
| Pineda Street Stormwater Pond | Harvesting and Analysis/Lab Report | $4.00 | 1,024 | $1,365 | $1,365 | $1,366 | $0 | $4,096 |
| North Fiske Stormwater Pond | Harvesting and Analysis/Lab Report | $2.00 | 5,000 | $0 | $3,333 | $3,334 | $0 | $6,667 |
| **Total** | | | | | | | | **$26,063** |

| | | | | Maintenance FYs 2025-2031 | | | | |
|---|---|---|---|---|---|---|---|---|
| **Stormwater Pond** | **Task/Deliverable** | **Unit Price** | **Square Footage** | **DEC 2024** | **APR** | **AUG 2031** | **Annual Report** | **Total** |
| North and South Lakemont Stormwater Pond | Harvesting and Analysis/Lab Report | $4.00 | 3,825 | $5,000 | $5,000 | $5,000 | $300 | $15,300 |
| Pineda Street Stormwater Pond | Harvesting and Analysis/Lab Report | $4.00 | 1,024 | $1,365 | $1,365 | $1,366 | $0 | $4,096 |
| North Fiske Stormwater Pond | Harvesting and Analysis/Lab Report | $2.00 | 5,000 | $3,333 | $3,333 | $3,334 | $0 | $10,000 |
| **Total** | | | | | | | | **$29,396** |

The City of Cocoa's fiscal year runs from October 1 through September 30. For Fiscal Year 2023 this change order is effective as of the date of this agreement and impact payments beginning April 1 2023.

# Appendix A


1
N Lakemont Dr
Carson St
Northview Dr
N Lakemont Dr
N Fiske Blvd
Hillsdale Dr
Pineda St
Audubon Dr
Google Earth
© 2020 Google
600 ft
N

N
600 ft
Kensington Dr
N Fiske Blvd
3
S Lakemont Dr
2
Audubon Dr
Burnham St
Abington St
Pineda St
Google Earth
© 2020 Google

# Appendix B

Gmail Steve Beeman <beemats@gmail.com>

# Amendment 1 to Contract B-21-11-COC

**Abigail Morgan** <amorgan@cocoafl.gov> Wed, Feb 22, 2023 at 10:57 AM
To: Brian Dale <bdale@cocoafl.gov>
Cc: "beemats@gmail.com" <beemats@gmail.com>, Purchasing <Purchasing@cocoafl.org>, JoAnna Zurinsky <jzurinsky@cocoafl.gov>

Good morning Brian,

Attached please find the maps for the Pineda and N Fiske SW Ponds to include in the appendices.

Thank you.

Abby

**Abigail Morgan, P.E.**
**Assistant City Engineer/Streets & Stormwater Manager**

**City of Cocoa**

[Quoted text hidden]
[Quoted text hidden]

**2 attachments**

**Pineda SW Pond w label.pdf**
10302K

**N Fiske SW Pond w label.pdf**
17286K


rks Brothers Fence
Pineda St
Pineda St
4
ke Way
Duke Way
JRZ Inspection Services
oogle Earth


East Coast Irrigation & Landscape
Boulevard Tire Center
Bail 2 GO Cocoa - Brevard County Bail...
5
Lash-ology & Spa Cocoa
N Indian Cir
S Indian Cir
N Cocoa Blvd
Cocoa Quality Tire
Pineda St
Marks Brothers Fence
Chaparral Mexican And Cu
Google Earth

**RESOLUTION NO. 2023-031**

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

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

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

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

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

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

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

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

**ADOPTED** by the City Council of the City of Cocoa, Florida, in a Special Meeting assembled on the 30th day of March, 2023.

_____

**Michael C. Blake, Mayor**

ATTEST:

_____

**Carie Shealy, MMC, City Clerk**

**EXHIBIT "A"**

To Resolution No. 2023-031

Beemats floating wetland system is patented (U.S. Patent No. 7,448,163 B2), and is the sole source for this system. Beemats incorporate aquatic plants, grown in perforated pots that encourage hydroponic root growth and the establishment of a periphyton community to aid in nutrient uptake and acquisition. Their system was developed based on the philosophy that certain plants, suspended in the water, will absorb and store excess nitrogen and phosphorus in competition with algae, duckweed, hydrilla and other nuisance plants. The periodic harvest of the plant biomass is a key component of active nutrient control, providing pollutant removal accountability.

The City of Cocoa has federally mandated Indian River Lagoon (IRL) water quality requirements. Past CIP projects using Beemats as a Best Management Practice to address nutrients from entering the IRL have proven to provide the most unmatched cost beneficial nutrient removal results to meet our federal requirements. If exemption is not declared, the city will be in jeopardy of not fulfilling the federal Total Maximum Daily Load requirements for nutrients removal to the IRL.

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

_____

Stockton Whitten
City Manager

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 23-191 | **Version:** | 1 | **Name:** | |
| **Type:** | Contract | | | **Status:** | Multi-Year Contract |
| **File created:** | 3/9/2023 | | | **In control:** | City Council |
| **On agenda:** | 3/30/2023 | | | **Final action:** | |
| **Title:** | Approve the Multi-Year agreements for RFQ Q-23-01-COC for Continuing Service Agreements: Architectural, General Civil Engineering, and Traffic Engineering Services. Authorize the City Manager to sign the renewal agreements. (Public Works Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Q-23-01-COC Award Recommendations.pdf<br>Q-23-01-COC-A1 CSA Agreement - PARTIAL - Architects RZK, Inc.pdf<br>Q-23-01-COC-A2 CSA Agreement - Partial - BEA Architects, Inc.PDF<br>Q-23-01-COC-C1 CSA Agreement - Partial - Mead & Hunt, Inc.pdf<br>Q-23-01-COC-C2 CSA Agreement - Partial - Kimley Horn and Associates.pdf<br>Q-23-01-COC-C3 CSA Agreement - Partial - EXP U.S. Services, Inc.pdf<br>Q-23-01-COC-T1 CSA Agreement - Partial - Myra Planning & Design, LLC.pdf<br>Q-23-01-COC-T2 CSA Agreement - Partial - Metric Engineering, Inc.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: March 9, 2023
Agenda Date: March 30, 2023
Prepared By: Frank Mirabito, Project Manager
Through: Bryant Smith III, P.E., CFM - Public Works Director / City Engineer
Requested Action:
Approve the Multi-Year agreements for RFQ Q-23-01-COC for Continuing Service Agreements: Architectural, General Civil Engineering, and Traffic Engineering Services. Authorize the City Manager to sign the renewal agreements.

## BACKGROUND:

The City utilizes a number of Continuing Services Agreements (CSA) with consultants to provide specialized professional services and to assist staff with construction projects with estimated construction costs of less than $4 Million.

RFQ Q-23-01-COC was opened on December 19, 2022. A four-member committee convened on December 21, 2022 to discuss scoring and ranking criteria and subsequently submitted scoring results on or before January 17, 2023.

The Evaluation Committee, consisting of two members from Public Works Department and two members from the Utilities Department, ranked the consultant submittals as follows:

These Top-Ranked consultants are recommended for award:
General Civil Engineering:
1) Mead & Hunt Inc.
2) Kimley Horn
3) EXP U.S. Service Inc.
Architectural Services:
1) RZK Architects
2) BEA Architects
Traffic Engineering:
1) Myra Planning & Design LLC
2) Metric Engineering Inc.

The Purchasing Department has negotiated agreements with each firm for professional services for a compensation that is fair, competitive and reasonable. Staff is requesting approval of a multi-year contract with each of the above consultants for three years with two one-year renewals. Staff also requests approval for the City Manager to execute any renewals. These contracts will be task order based, meaning that any work assigned to the consultants will be done through issuing a task order. Any task orders above the City Manager's approval authority will be brought to City Council for approval. Staff will work within the adopted budget amounts as task orders are assigned. Any task order that exceeds the approved budget will require a budget amendment, which will be brought to City Council for approval.

## STRATEGIC PLAN CONNECTION:

Continuing Services Agreements with qualified consultants to provide engineering and design services will reduce time needed to begin future infrastructure projects. These projects will improve the city's image and safety for its residents and business partners.

## BUDGETARY IMPACT:

This agenda item is only to approve the contracts and therefore has no budgetary impact. Issuance of task orders will stay within the approved budget. Any task orders that exceed the approved budget will require a budget amendment and be brought to City Council for approval.

## PREVIOUS ACTION:

On January 24, 2023 Council approved staff's ranking recommendations and authorized staff to negotiate the agreements.

## RECOMMENDED MOTION:

Approve the Multi-Year agreements for RFQ Q-23-01-COC for Continuing Service Agreements: Architectural, General Civil Engineering, and Traffic Engineering Services. Authorize the City Manager to sign the renewal agreements.

**Purchasing**
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
EMAIL: purchasing@cocoafl.gov

## Evaluation Committee Scoring Results
## RFQ Q-23-01-COC
## General Civil Engineering, Architectural and Traffic Engineering Services

January 18, 2023

On December 19, 2022 the City of Cocoa conducted a proposal opening for RFQ Q-23-01-COC where 24 proposals where received from 21 different firms. A four member evaluation committee convened on December 21, 2022 to discuss scoring criteria. The committee members are as follows:

Evaluator 1: Gary Palmer, Facilities, Grounds and Capital Projects Manager
Evaluator 2: John Perrin, Senior Engineer
Evaluator 3: Abby Morgan, Assistant City Engineer
Evaluator 4: David Veloza, Utilities Associate Engineer II

The evaluation committee submitted the results of their independent scoring to the Purchasing Division on January 17, 2023. On January 18, 2023, the evaluation committee reconvened to discuss scoring results and to make award recommendations to City Council. The committee agreed that award recommendations should be made to the top two ranking proposers for Architectural Services, the top three for General Civil Engineering, and the top two for Traffic Engineering. It was also agreed that presentations would not be needed.

A summary of the committee scoring results are compiled on the tables below with the highest rated and reccommended firms in each service category highlighted in green.

### 1. Architectural Services

| Rank | Firm Name | Eval 1 | Eval 2 | Eval 3 | Eval 4 | Avg Score | Award |
|---|---|---|---|---|---|---|---|
| 1 | Architects RZK Inc. | 87.9 | 79.3 | 91.6 | 80.8 | 84.90 | X |
| 2 | BEA Architects Inc | 75.6 | 88.6 | 83 | 89.1 | 84.08 | X |
| 3 | TLC Engineering Solutions | 76.7 | 90.1 | 84.7 | 81.3 | 83.20 | |
| 4 | Ohlson Lavoie Corp. | 77.7 | 73.3 | 75.1 | 79.1 | 76.30 | |
| 5 | CPZ Architects, Inc | 67.6 | 69.8 | 74.8 | 73.3 | 71.38 | |

### 2. General Civil Engineering

| Rank | Firm Name | Eval 1 | Eval 2 | Eval 3 | Eval 4 | Avg Score | Award |
|---|---|---|---|---|---|---|---|
| 1 | Mead & Hunt Inc | 93 | 89.4 | 92.8 | 73.5 | 87.18 | X |
| 2 | Kimley Horn | 86.5 | 86 | 80.5 | 90.3 | 85.83 | X |
| 3 | EXP U.S. Service Inc. | 78.8 | 76.6 | 84.1 | 85.3 | 81.20 | X |
| 4 | Bowman Consulting Group Ltd | 71.9 | 86.5 | 81.4 | 81.5 | 80.33 | |
| 5 | Geosyntec Consultants Inc. | 68.5 | 73.4 | 88.2 | 90.5 | 80.15 | |
| 6 | Dredging & Marine Consultants | 68.1 | 94.2 | 76.9 | 80.8 | 80.00 | |
| 7 | Baxter & Woodman Consulting Engineers | 72.1 | 83.9 | 80.2 | 82.1 | 79.58 | |
| 8 | KPM Franklin Surveying & Mapping | 69.2 | 81.4 | 79.7 | 87.1 | 79.35 | |
| 9 | Civilsurv Design Group | 68.1 | 80.4 | 82.1 | 73 | 75.90 | |
| 10 | Infrastructure Solution Services | 61.7 | 87.7 | 79.3 | 74.6 | 75.83 | |
| 11 | Construction Engineering Group, LLC | 64.8 | 83.9 | 70.2 | 79.5 | 74.60 | |
| 12 | Southern Surveying & Mapping Corp. | 57.2 | 84.6 | 55 | 85.2 | 70.50 | |
| 13 | Florida Technical Consultants | 64.5 | 61.5 | 61.9 | 76.3 | 66.05 | |

3. Traffic Engineering Services

| Rank | Firm Name | Eval 1 | Eval 2 | Eval 3 | Eval 4 | Avg Score | Award |
|---|---|---|---|---|---|---|---|
| 1 | Myra Planning & Design LLC | 87.7 | 81.3 | 89.8 | 91.8 | 87.65 | X |
| 2 | Metric Engineering Inc. | 85 | 92 | 88.5 | 84.9 | 87.60 | X |
| 3 | Kimley Horn | 69.7 | 86.1 | 84.4 | 89.7 | 82.48 | |
| 4 | Baxter & Woodman Consulting Engineers | 71.6 | 85.3 | 88.2 | 82.5 | 81.90 | |
| 5 | Traffic & Mobility Consultants | 70.5 | 89.6 | 80.8 | 75.8 | 79.18 | |
| 6 | EXP U.S. Service Inc. | 70.9 | 77.6 | 77.7 | 83.3 | 77.38 | |

The summary pages of the evaluation committee member scoring are attached. Additional documentation regarding the scoring criteria is available for review upon request. Requests for information can be made to the Purchasing Division by email at purchasing@cocoafl.gov.

Sincerely,

Brian Dale
Purchasing Manager

## Technical Evaluation Score Sheet Summary

## Q-23-01-COC General Civil Engineering, Architectural and Traffic Engineering Services

Evaluator 1 **Name** **Gary Palmer** **Title** **Facilities,Grounds and Capital Projects Manager**

**Instructions:**

1. Enter your Name and Title:
2. Review each of the 24 Submittals located in the following folder: Q-23-01-COC Submittals
3. Enter your scores on the corresponding worksheet in the workbook
4. Enter completion date and notes if any on each worksheet
5. All completed worksheets to be submitted to bdale@cocoafl.org by the Due Date **Scores Due:** Tuesday, Jan. 17, 2023

Submittal List

| | | | | *Max Pts* | *15* | *5* | *20* | *20* | *20* | *20* | *100* |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Worksheet** | **Bid Tab #** | **Firm Name** | **Abbrev.** | **Type** | **Company Qual.** | **MBE** | **Proj. Team** | **Experience** | **Proj. Appr.** | **Resumes** | **Total Score** |
| 1-A-OLC | 1 | Ohlson Lavoie Corp. | OLC | Architectural Services | 13.2 | 0 | 16.9 | 15.6 | 16 | 16 | 77.7 |
| 2-A-RZK | 2 | Architects RZK Inc. | RZK | Architectural Services | 13.8 | 0 | 18.9 | 17.2 | 18 | 20 | 87.9 |
| 3-T-Metric | 3 | Metric Engineering Inc. | Metric | Traffic Engineering Servic | 12.3 | 5 | 17.3 | 16.4 | 18 | 16 | 85 |
| 4-C-FTC | 4 | Florida Technical Consultants | FTC | General Civil Engineering | 9.6 | 0 | 12.9 | 14 | 14 | 14 | 64.5 |
| 5-C-Civsurv | 5 | Civilsurv Design Group | Civsurv | General Civil Engineering | 10.8 | 0 | 14.9 | 14.4 | 14 | 14 | 68.1 |
| 6-C-MH | 6 | Mead & Hunt Inc | MH | General Civil Engineering | 14.7 | 0 | 19.1 | 19.2 | 20 | 20 | 93 |
| 7-C-KH | 7 | Kimley Horn | KH | General Civil Engineering | 14.1 | 0 | 18 | 18.4 | 18 | 18 | 86.5 |
| 7-T-KH | 7 | Kimley Horn | KH | Traffic Engineering Servic | 11.1 | 0 | 14.2 | 14.4 | 16 | 14 | 69.7 |
| 8-T-TMC | 8 | Traffic & Mobility Consultants | TMC | Traffic Engineering Servic | 10.8 | 0 | 15.3 | 14.4 | 16 | 14 | 70.5 |
| 9-A-TLC | 9 | TLC Engineering Solutions | TLC | Architectural Services | 11.7 | 0 | 15.8 | 15.2 | 16 | 18 | 76.7 |
| 10-C-EXP | 10 | EXP U.S. Service Inc. | EXP | General Civil Engineering | 12.9 | 0 | 16.7 | 15.2 | 16 | 18 | 78.8 |
| 10-T-EXP | 10 | EXP U.S. Service Inc. | EXP | Traffic Engineering Servic | 10.8 | 0 | 15.3 | 14.8 | 16 | 14 | 70.9 |
| 11-T-Myra | 11 | Myra Planning & Design LLC | Myra | Traffic Engineering Servic | 13.2 | 0 | 18.9 | 17.6 | 20 | 18 | 87.7 |
| 12-C-Bax | 12 | Baxter & Woodman Consulting Engin | Bax | General Civil Engineering | 11.1 | 0 | 16.2 | 14.8 | 16 | 14 | 72.1 |
| 12-T-Bax | 12 | Baxter & Woodman Consulting Engin | Bax | Traffic Engineering Servic | 10.8 | 0 | 16 | 14.8 | 16 | 14 | 71.6 |
| 13-C-Bow | 13 | Bowman Consulting Group Ltd | Bow | General Civil Engineering | 11.7 | 0 | 15.8 | 14.4 | 14 | 16 | 71.9 |
| 14-A-BEA | 14 | BEA Architects Inc | BEA | Architectural Services | 11.1 | 5 | 15.1 | 14.4 | 14 | 16 | 75.6 |
| 15-A-CPZ | 15 | CPZ Architects, Inc | CPZ | Architectural Services | 10.5 | 0 | 14.7 | 14.4 | 14 | 14 | 67.6 |
| 16-C-DMC | 16 | Dredging & Marine Consultants | DMC | General Civil Engineering | 9.3 | 5 | 13.8 | 14 | 12 | 14 | 68.1 |
| 17-C-SSM | 17 | Southern Surveying & Mapping Corp | SSM | General Civil Engineering | 9.3 | 0 | 13.1 | 12.8 | 10 | 12 | 57.2 |
| 18-C-CEG | 18 | Construction Engineering Group, LL | CEG | General Civil Engineering | 10.8 | 0 | 14 | 14 | 14 | 12 | 64.8 |
| 19-C-ISS | 19 | Infrastructure Solution Services | ISS | General Civil Engineering | 9.6 | 0 | 12.9 | 13.2 | 14 | 12 | 61.7 |
| 20-C-KPM | 20 | KPM Franklin Surveying & Mapping | KPM | General Civil Engineering | 11.1 | 0 | 15.3 | 14.8 | 14 | 14 | 69.2 |
| 21-C-Geo | 21 | Geosyntec Consultants Inc. | Geo | General Civil Engineering | 10.2 | 0 | 15.1 | 15.2 | 14 | 14 | 68.5 |

## Technical Evaluation Score Sheet Summary

## Q-23-01-COC General Civil Engineering, Architectural and Traffic Engineering Services

Evaluator 2 **Name** John Perrin **Title** Senior Engineer

**Instructions:**

1. Enter your Name and Title:
2. Review each of the 24 Submittals located in the following folder: Q-23-01-COC Submittals
3. Enter your scores on the corresponding worksheet in the workbook
4. Enter completion date and notes if any on each worksheet
5. All completed worksheets to be submitted to bdale@cocoafl.org by the Due Date **Scores Due:** Tuesday, Jan. 17, 2023

Submittal List

| | | | | *Max Pts* | *15* | *5* | *20* | *20* | *20* | *20* | *100* |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Worksheet** | **Bid Tab #** | **Firm Name** | **Abbrev.** | **Type** | **Company Qual.** | **MBE** | **Proj. Team** | **Experience** | **Proj. Appr.** | **Resumes** | **Total Score** |
| 1-A-OLC | 1 | Ohlson Lavoie Corp. | OLC | Architectural Services | 12.3 | 0 | 16.2 | 16.8 | 12 | 16 | 73.3 |
| 2-A-RZK | 2 | Architects RZK Inc. | RZK | Architectural Services | 13.5 | 0 | 16.2 | 17.6 | 14 | 18 | 79.3 |
| 3-T-Metric | 3 | Metric Engineering Inc. | Metric | Traffic Engineering Servic | 13.8 | 5 | 16.4 | 18.8 | 20 | 18 | 92 |
| 4-C-FTC | 4 | Florida Technical Consultants | FTC | General Civil Engineering | 6.9 | 0 | 14.2 | 14.4 | 12 | 14 | 61.5 |
| 5-C-Civsurv | 5 | Civilsurv Design Group | Civsurv | General Civil Engineering | 13.2 | 0 | 16.4 | 18.8 | 14 | 18 | 80.4 |
| 6-C-MH | 6 | Mead & Hunt Inc | MH | General Civil Engineering | 14.1 | 0 | 17.3 | 20 | 20 | 18 | 89.4 |
| 7-C-KH | 7 | Kimley Horn | KH | General Civil Engineering | 14.1 | 0 | 17.1 | 18.8 | 18 | 18 | 86 |
| 7-T-KH | 7 | Kimley Horn | KH | Traffic Engineering Servic | 14.1 | 0 | 16.4 | 19.6 | 18 | 18 | 86.1 |
| 8-T-TMC | 8 | Traffic & Mobility Consultants | TMC | Traffic Engineering Servic | 14.4 | 0 | 20 | 19.2 | 18 | 18 | 89.6 |
| 9-A-TLC | 9 | TLC Engineering Solutions | TLC | Architectural Services | 14.1 | 0 | 20 | 20 | 18 | 18 | 90.1 |
| 10-C-EXP | 10 | EXP U.S. Service Inc. | EXP | General Civil Engineering | 13.8 | 0 | 16.4 | 18.4 | 14 | 14 | 76.6 |
| 10-T-EXP | 10 | EXP U.S. Service Inc. | EXP | Traffic Engineering Servic | 13.8 | 0 | 16.2 | 17.6 | 14 | 16 | 77.6 |
| 11-T-Myra | 11 | Myra Planning & Design LLC | Myra | Traffic Engineering Servic | 14.1 | 0 | 14.4 | 18.8 | 16 | 18 | 81.3 |
| 12-C-Bax | 12 | Baxter & Woodman Consulting Engin | Bax | General Civil Engineering | 14.1 | 0 | 18.2 | 19.6 | 16 | 16 | 83.9 |
| 12-T-Bax | 12 | Baxter & Woodman Consulting Engin | Bax | Traffic Engineering Servic | 14.1 | 0 | 18 | 19.2 | 18 | 16 | 85.3 |
| 13-C-Bow | 13 | Bowman Consulting Group Ltd | Bow | General Civil Engineering | 14.7 | 0 | 16.2 | 19.6 | 18 | 18 | 86.5 |
| 14-A-BEA | 14 | BEA Architects Inc | BEA | Architectural Services | 12.3 | 5 | 17.3 | 18 | 18 | 18 | 88.6 |
| 15-A-CPZ | 15 | CPZ Architects, Inc | CPZ | Architectural Services | 11.7 | 0 | 13.3 | 14.8 | 14 | 16 | 69.8 |
| 16-C-DMC | 16 | Dredging & Marine Consultants | DMC | General Civil Engineering | 14.1 | 5 | 19.1 | 20 | 18 | 18 | 94.2 |
| 17-C-SSM | 17 | Southern Surveying & Mapping Corp | SSM | General Civil Engineering | 14.4 | 0 | 16.2 | 20 | 16 | 18 | 84.6 |
| 18-C-CEG | 18 | Construction Engineering Group, LL | CEG | General Civil Engineering | 13.8 | 0 | 16.9 | 17.2 | 18 | 18 | 83.9 |
| 19-C-ISS | 19 | Infrastructure Solution Services | ISS | General Civil Engineering | 14.1 | 0 | 16.4 | 19.2 | 20 | 18 | 87.7 |
| 20-C-KPM | 20 | KPM Franklin Surveying & Mapping | KPM | General Civil Engineering | 13.2 | 0 | 18.2 | 20 | 14 | 16 | 81.4 |
| 21-C-Geo | 21 | Geosyntec Consultants Inc. | Geo | General Civil Engineering | 9 | 0 | 12.8 | 15.6 | 18 | 18 | 73.4 |

## Technical Evaluation Score Sheet Summary

## Q-23-01-COC General Civil Engineering, Architectural and Traffic Engineering Services

Evaluator 3 **Name** **Abby Morgan** **Title** **Assistant City Engineer**

**Instructions:**

1. Enter your Name and Title:
2. Review each of the 24 Submittals located in the following folder: Q-23-01-COC Submittals
3. Enter your scores on the corresponding worksheet in the workbook
4. Enter completion date and notes if any on each worksheet
5. All completed worksheets to be submitted to bdale@cocoafl.org by the Due Date **Scores Due:** Tuesday, Jan. 17, 2023

Submittal List

| | | | | *Max Pts* | *15* | *5* | *20* | *20* | *20* | *20* | *100* |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Worksheet** | **Bid Tab #** | **Firm Name** | **Abbrev.** | **Type** | **Company Qual.** | **MBE** | **Proj. Team** | **Experience** | **Proj. Appr.** | **Resumes** | **Total Score** |
| 1-A-OLC | 1 | Ohlson Lavoie Corp. | OLC | Architectural Services | 12.9 | 0 | 16.2 | 16 | 14 | 16 | 75.1 |
| 2-A-RZK | 2 | Architects RZK Inc. | RZK | Architectural Services | 14.4 | 0 | 20 | 19.2 | 18 | 20 | 91.6 |
| 3-T-Metric | 3 | Metric Engineering Inc. | Metric | Traffic Engineering Servic | 12.3 | 5 | 17.6 | 17.6 | 18 | 18 | 88.5 |
| 4-C-FTC | 4 | Florida Technical Consultants | FTC | General Civil Engineering | 9.9 | 0 | 14 | 12 | 12 | 14 | 61.9 |
| 5-C-Civsurv | 5 | Civilsurv Design Group | Civsurv | General Civil Engineering | 12.9 | 0 | 18 | 17.2 | 16 | 18 | 82.1 |
| 6-C-MH | 6 | Mead & Hunt Inc | MH | General Civil Engineering | 14.7 | 0 | 18.9 | 19.2 | 20 | 20 | 92.8 |
| 7-C-KH | 7 | Kimley Horn | KH | General Civil Engineering | 13.2 | 0 | 14.9 | 16.4 | 18 | 18 | 80.5 |
| 7-T-KH | 7 | Kimley Horn | KH | Traffic Engineering Servic | 13.2 | 0 | 18 | 17.2 | 18 | 18 | 84.4 |
| 8-T-TMC | 8 | Traffic & Mobility Consultants | TMC | Traffic Engineering Servic | 12 | 0 | 17.6 | 17.2 | 18 | 16 | 80.8 |
| 9-A-TLC | 9 | TLC Engineering Solutions | TLC | Architectural Services | 14.1 | 0 | 16.2 | 18.4 | 18 | 18 | 84.7 |
| 10-C-EXP | 10 | EXP U.S. Service Inc. | EXP | General Civil Engineering | 12.9 | 0 | 18 | 17.2 | 18 | 18 | 84.1 |
| 10-T-EXP | 10 | EXP U.S. Service Inc. | EXP | Traffic Engineering Servic | 11.7 | 0 | 17.6 | 16.4 | 16 | 16 | 77.7 |
| 11-T-Myra | 11 | Myra Planning & Design LLC | Myra | Traffic Engineering Servic | 14.1 | 0 | 18.9 | 18.8 | 20 | 18 | 89.8 |
| 12-C-Bax | 12 | Baxter & Woodman Consulting Engin | Bax | General Civil Engineering | 12.6 | 0 | 16 | 17.6 | 16 | 18 | 80.2 |
| 12-T-Bax | 12 | Baxter & Woodman Consulting Engin | Bax | Traffic Engineering Servic | 14.1 | 0 | 18.9 | 19.2 | 18 | 18 | 88.2 |
| 13-C-Bow | 13 | Bowman Consulting Group Ltd | Bow | General Civil Engineering | 13.2 | 0 | 17.8 | 16.4 | 18 | 16 | 81.4 |
| 14-A-BEA | 14 | BEA Architects Inc | BEA | Architectural Services | 12.3 | 5 | 16.9 | 16.8 | 16 | 16 | 83 |
| 15-A-CPZ | 15 | CPZ Architects, Inc | CPZ | Architectural Services | 12.6 | 0 | 15.8 | 16.4 | 16 | 14 | 74.8 |
| 16-C-DMC | 16 | Dredging & Marine Consultants | DMC | General Civil Engineering | 12 | 5 | 15.1 | 14.8 | 16 | 14 | 76.9 |
| 17-C-SSM | 17 | Southern Surveying & Mapping Corp | SSM | General Civil Engineering | 11.1 | 0 | 9.1 | 10.8 | 14 | 10 | 55 |
| 18-C-CEG | 18 | Construction Engineering Group, LL | CEG | General Civil Engineering | 11.4 | 0 | 14 | 12.8 | 16 | 16 | 70.2 |
| 19-C-ISS | 19 | Infrastructure Solution Services | ISS | General Civil Engineering | 11.7 | 0 | 16 | 15.6 | 18 | 18 | 79.3 |
| 20-C-KPM | 20 | KPM Franklin Surveying & Mapping | KPM | General Civil Engineering | 13.5 | 0 | 16.2 | 18 | 14 | 18 | 79.7 |
| 21-C-Geo | 21 | Geosyntec Consultants Inc. | Geo | General Civil Engineering | 12.9 | 0 | 18.9 | 18.4 | 20 | 18 | 88.2 |

## Technical Evaluation Score Sheet Summary

## Q-23-01-COC General Civil Engineering, Architectural and Traffic Engineering Services

Evaluator 4 **Name** David Veloza **Title** Utilities Associate Engineer II

**Instructions:**

1. Enter your Name and Title:
2. Review each of the 24 Submittals located in the following folder: Q-23-01-COC Submittals
3. Enter your scores on the corresponding worksheet in the workbook
4. Enter completion date and notes if any on each worksheet
5. All completed worksheets to be submitted to bdale@cocoafl.org by the Due Date **Scores Due:** Tuesday, Jan. 17, 2023

Submittal List

| | | | | *Max Pts* | *15* | *5* | *20* | *20* | *20* | *20* | *100* |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Worksheet | Bid Tab # | Firm Name | Abbrev. | Type | Company Qual. | MBE | Proj. Team | Experience | Proj. Appr. | Resumes | Total Score |
| 1-A-OLC | 1 | Ohlson Lavoie Corp. | OLC | Architectural Services | 13.2 | 0 | 17.1 | 16.8 | 16 | 16 | 79.1 |
| 2-A-RZK | 2 | Architects RZK Inc. | RZK | Architectural Services | 13.5 | 0 | 16.9 | 16.4 | 18 | 16 | 80.8 |
| 3-T-Metric | 3 | Metric Engineering Inc. | Metric | Traffic Engineering Servic | 12.9 | 5 | 18.2 | 14.8 | 16 | 18 | 84.9 |
| 4-C-FTC | 4 | Florida Technical Consultants | FTC | General Civil Engineering | 13.2 | 0 | 16.7 | 16.4 | 16 | 14 | 76.3 |
| 5-C-Civsurv | 5 | Civilsurv Design Group | Civsurv | General Civil Engineering | 12.9 | 0 | 14.9 | 15.2 | 16 | 14 | 73 |
| 6-C-MH | 6 | Mead & Hunt Inc | MH | General Civil Engineering | 11.7 | 0 | 16.2 | 15.6 | 14 | 16 | 73.5 |
| 7-C-KH | 7 | Kimley Horn | KH | General Civil Engineering | 14.4 | 0 | 19.1 | 18.8 | 18 | 20 | 90.3 |
| 7-T-KH | 7 | Kimley Horn | KH | Traffic Engineering Servic | 14.4 | 0 | 18.9 | 18.4 | 18 | 20 | 89.7 |
| 8-T-TMC | 8 | Traffic & Mobility Consultants | TMC | Traffic Engineering Servic | 11.7 | 0 | 16.9 | 15.2 | 16 | 16 | 75.8 |
| 9-A-TLC | 9 | TLC Engineering Solutions | TLC | Architectural Services | 11.7 | 0 | 16 | 17.6 | 18 | 18 | 81.3 |
| 10-C-EXP | 10 | EXP U.S. Service Inc. | EXP | General Civil Engineering | 12.9 | 0 | 18 | 18.4 | 18 | 18 | 85.3 |
| 10-T-EXP | 10 | EXP U.S. Service Inc. | EXP | Traffic Engineering Servic | 12.9 | 0 | 18 | 16.4 | 18 | 18 | 83.3 |
| 11-T-Myra | 11 | Myra Planning & Design LLC | Myra | z | 14.1 | 0 | 18.9 | 18.8 | 20 | 20 | 91.8 |
| 12-C-Bax | 12 | Baxter & Woodman Consulting Engin | Bax | General Civil Engineering | 12.6 | 0 | 17.1 | 16.4 | 18 | 18 | 82.1 |
| 12-T-Bax | 12 | Baxter & Woodman Consulting Engin | Bax | Traffic Engineering Servic | 12.6 | 0 | 17.1 | 16.8 | 18 | 18 | 82.5 |
| 13-C-Bow | 13 | Bowman Consulting Group Ltd | Bow | General Civil Engineering | 12.3 | 0 | 18 | 17.2 | 18 | 16 | 81.5 |
| 14-A-BEA | 14 | BEA Architects Inc | BEA | Architectural Services | 13.8 | 5 | 19.1 | 17.2 | 16 | 18 | 89.1 |
| 15-A-CPZ | 15 | CPZ Architects, Inc | CPZ | Architectural Services | 11.1 | 0 | 16.2 | 16 | 14 | 16 | 73.3 |
| 16-C-DMC | 16 | Dredging & Marine Consultants | DMC | General Civil Engineering | 11.1 | 5 | 17.1 | 15.6 | 16 | 16 | 80.8 |
| 17-C-SSM | 17 | Southern Surveying & Mapping Corp | SSM | General Civil Engineering | 14.1 | 0 | 17.1 | 18 | 16 | 20 | 85.2 |
| 18-C-CEG | 18 | Construction Engineering Group, LL | CEG | General Civil Engineering | 12.9 | 0 | 17.8 | 16.8 | 16 | 16 | 79.5 |
| 19-C-ISS | 19 | Infrastructure Solution Services | ISS | General Civil Engineering | 11.1 | 0 | 15.1 | 16.4 | 16 | 16 | 74.6 |
| 20-C-KPM | 20 | KPM Franklin Surveying & Mapping | KPM | General Civil Engineering | 14.7 | 0 | 18 | 18.4 | 16 | 20 | 87.1 |
| 21-C-Geo | 21 | Geosyntec Consultants Inc. | Geo | General Civil Engineering | 14.7 | 0 | 18.2 | 19.6 | 18 | 20 | 90.5 |

# CONTINUING SERVICES AGREEMENT

## Architecture Services

**THIS CONTINUING SERVICES AGREEMENT** ("Agreement") is made and entered into this _____ day of _____2023, by and between the **City of Cocoa,** a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **Architects RZK, Inc.**, a Florida corporation authorized to do business in Florida ("Consultant"), whose address is 600 Florida Avenue, Suite 201, Cocoa, Florida 32922.

**WITNESSETH:**

**WHEREAS,** City desires to obtain architecture, design, and permitting services from time to time on an as-needed, task oriented basis; and

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

**WHEREAS,** Consultant participated in the selection and negotiation process; and

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

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

## 1.0 TERM AND DEFINITIONS

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

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

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

**a.** "Agreement" or "Contract" shall be used interchangeably and shall refer to this Continuing Services Agreement, as may be amended from time to time, which shall constitute

authorization for the Professional to provide the professional services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

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

**c.** "Consultant" shall mean Architects RZK, Inc., a Florida corporation, and its principals, employees, resident project representatives (and assistants).

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

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

**f.** "Work" or "Services" shall be used interchangeably and shall include the performance of the 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 Consultant under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

**1.4 Engagement.** The City hereby engages the Consultant and Consultantagrees 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 Consultant to perform professional services on a "task" basis. The City will communicate with Consultant, verbally or in writing, a general description of the task to be performed. If a site visit by the Consultant is needed to generate a Scope of Work document, the Consultant shall request approval prior to visiting the site. The Consultant 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 written "Task Order". The Scope of Services generally to be provided by the Consultant through a Task Order may include any professional services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

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

**2.2** The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other professional companies to provide architecture services. Further, the City does not guarantee that any Work will be assigned to Consultant under this Agreement. The City reserves the right to assign or contract for architecture 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 Consultant under this Agreement.

**2.3** The Consultant may be asked to perform any professional architecture services. The Services shall include those identified in RFQ Q-23-01-COC, which is incorporated herein by this reference.

**2.4** The maximum hourly rates and certain direct charges or unit prices, as applicable, that can be charged under this Agreement by Consultant, 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 Consultant is to provide professional services to the City for a project with an estimated construction cost exceeding the threshold in section 287.055, Florida Statutes, shall be the subject of a Task Order under this Agreement.

## 3.0 CHANGES IN THE SCOPE OF WORK

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

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

## 4.0 SCHEDULE

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

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

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

## 5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONSULTANT

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

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

**5.3 Witness Services.** For witness or expert services rendered by Consultant's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay

the Consultant or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order.

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

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

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

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

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

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

**5.10 Acceptance of Payment.** Acceptance of final payment by the Consultant for a specific Task Order shall constitute a release of all claims for payment which the Consultant may have against the City for that Task Order unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against the Consultant 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 Consultant, the Consultant 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 Consultant for any claims relating to the validity of a finding by the City of overpayment.

**5.12 Partial Payments.** Payment made to the Consultant 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 Consultant of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

## 6.0 RIGHT TO INSPECTION

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

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

## 7.0 PROGRESS MEETING

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

## 8.0 SAFETY

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

## 9.0 REASONABLE ACCESS

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

## 10.0 INSURANCE

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

**a. Professional Liability.** Proof of professional liability insurance shall be provided to the City for the minimum amount of $1,000,000.00 per occurrence or claim and in the aggregate with a deductible not greater than $50,000.00. For professional liability insurance written on a "claims-made" basis, the Consultant shall maintain and provide evidence to the City of "tail" coverage that extends coverage for an additional five years following completion of all Work rendered under this Agreement and Task Orders.

**b. General Liability.** The Consultant 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 Consultant from claims of property damages and personal injury which may arise from any Services performed under this Agreement, whether such Services are performed by the Consultant or by anyone directly employed by or contracting with the Consultant.

**c. Automobile Liability.** The Consultant shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000.00 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 Consultant or by anyone directly or indirectly employed by the Consultant.

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

**10.2 Special Requirements.** Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in article l0.l.b and l0.l.c herein, as its interest may appear, from time to time.**

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

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

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

## 11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

## 12.0 REPRESENTATIONS

**12.1** Consultant represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound professional 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 Consultants or consultants performing the same or similar services. Consultant shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Consultant’s services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Consultant shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Consultant’s designated representative shall

have the authority to act on Consultant's behalf with respect to the Services. In addition, Consultant's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to the Services. The Consultant shall review laws, codes, and regulations applicable to Consultant's Services. The Consultant's services and design shall comply with all applicable requirements imposed by all public authorities at the time the Services are rendered. The Consultant represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Consultant for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to Section 2.2 herein, Consultant shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Consultant represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal top complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

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

## 13.0 GUARANTEE AGAINST INFRINGEMENT

**13.1** Consultant guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, Consultant 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, Consultant 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, Consultant 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 Consultant 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 Consultant. 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 Consultant 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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.

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

exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Consultant 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 Consultant 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 Consultant's failure to comply with this Section, the City shall collect from Consultant prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Consultant. 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 Consultant's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

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

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

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

## 15.0 ASSIGNMENT

**15.1** Consultant shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of

City. Any subcontractors employed by Consultant 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 City, any part of this Agreement is subcontracted by Consultant, Consultant shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

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

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

## 16.0 INDEPENDENT CONTRACTOR

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

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

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

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

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

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

**f.** Consultant 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 Consultant, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

**17.3** In the event of such termination upon default and breach of this Agreement, any completed services performed by the Consultant under this Agreement shall, at the option of the City, become the City's property and the Consultant shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Consultant, 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 Consultant for the purpose of setoff until such time as the amount of damages due to the City from the Consultant can be determined.

## 18.0 TERMINATION

**18.1** Notwithstanding any other provision of this Agreement, City may, upon written notice to Consultant, terminate this Agreement, without penalty, if: (a) Consultant is in default pursuant to Section 17.0, Default; (b) the Consultant makes a general assignment for the benefit of its credits; (c) Consultant fails to comply with any condition or provision of this Agreement; or (d) Consultant is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy City may have under this Agreement.

**18.2** In addition, either party may terminate for convenience without penalty at any time upon fifteen (15) days advance written notice.

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

## 19.0 FORCE MAJEURE

**19.1** Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm;

explosion; riot; war; sabotage; strikes (with the exception of Consultant'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; or order by any regulatory agency, provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for 60 days, either party may terminate this Agreement.

## 20.0 GOVERNING LAW & VENUE

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

## 21.0 HEADINGS

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

## 22.0 SEVERABILITY

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

## 23.0 WAIVER AND ELECTION OF REMEDIES

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

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

## 24.0 THIRD PARTY RIGHTS

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

## 25.0 PROHIBITION AGAINST CONTINGENT FEES

**25.1** Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or

firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

## 26.0 ENTIRE AGREEMENT

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

## 27.0 NO JOINT VENTURE

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

## 28.0 ATTORNEY'S FEES

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

## 29.0 COUNTERPARTS

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

## 30.0 DRAFTING

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

## 31.0 NOTICE

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

For Consultant:
Architects RZK, Inc.

Attention:

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. Consultant 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 CONSULTANT

**33.1** Consultant hereby represents and warrants to the City the following:

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

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

## 34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

**34.1** The Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, injuries, liabilities, damages, losses, costs or suits, including attorney fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement, including any Task Order.

The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant 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.

**34.2** The indemnity provisions set forth in Paragraphs 34.1 shall survive termination of this Agreement.

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

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

## 35.0 CONSULTANT'S PERSONNEL AT CONSTRUCTION SITE

**35.1** The presence or duties of Consultant's personnel at a construction site, whether as onsite representatives or otherwise, do not make Consultant or Consultant's personnel in any way responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. Consultant and Consultant's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Consultant's own personnel.

**35.2** The presence of Consultant's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). Consultant neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

## 36.0 RECORD DRAWINGS

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

## 37.0 ADDITIONAL ASSURANCES

**37.1** The Consultant for itself and its 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, professional, or surveying activity by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

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

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

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

**38.0 E-VERIFY.**

**38.1** Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. Consultant must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Consultant stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract, and shall result in the immediate termination of the contract without penalty to the City. The Consultant shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. If the Consultant utilizes Subcontractors the following shall apply:

a. Consultant shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.

b. Consultant shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

c. Consultant shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

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

**CITY:**

**CITY OF COCOA**

By: _____

Print Name/Title: _____

**ATTEST:**

By: _____
Carie Shealy, City Clerk

**CONSULTANT:**

**ARCHITECTS RZK, INC.**

By: _____

Print Name/Title: John C. Zwick, President

**EXHIBIT A**
**Consultant's Rate Schedule**

# Architects RZK Eng.-Consultants

| Position | Hourly Rate |
|---|---|
| Admin/Word Processing | $65.00 |
| CAD Operator/Technician | $74.00 |
| Sr. CAD Technician | $94.00 |
| | |
| Principal | $185.00 |
| Project Manager / Architect | $175.00 |
| Sr. Project Engineer, P.E. | $163.00 |
| Project Engineer, P.E. | $158.00 |
| Intern Engineer | $126.00 |
| Engineering Designer | $116.00 |
| | |
| Construction Representative / Inspector | $135.00 |
| | |
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| | |
| | |
| | |

Signature: _____ Date: March 01, 2023

Printed Name: John C. Zwick Title: President

**EXHIBIT B**
**RFQ Q-23-01-COC**

**EXHIBIT C**
**Consultant's Response to RFQ Q-23-01-COC**

# CONTINUING SERVICES AGREEMENT

## Architecture Services

**THIS CONTINUING SERVICES AGREEMENT** ("Agreement") is made and entered into this _____ day of _____2023, by and between the **City of Cocoa,** a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **BEA Architects, Inc.**, a Florida corporation authorized to do business in Florida ("Consultant"), whose address is 3075 NW South River Drive, Miami, FL 33142.

**WITNESSETH:**

**WHEREAS,** City desires to obtain architecture, design, and permitting services from time to time on an as-needed, task oriented basis; and

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

**WHEREAS,** Consultant participated in the selection and negotiation process; and

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

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

## 1.0 TERM AND DEFINITIONS

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

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

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

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

Continuing Services Agreement, as may be amended from time to time, which shall constitute authorization for the Professional to provide the professional services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

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

**c.** "Consultant" shall mean BEA Architects, Inc., a Florida corporation, and its principals, employees, resident project representatives (and assistants).

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

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

**f.** "Work" or "Services" shall be used interchangeably and shall include the performance of the 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 Consultant under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

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

## 2.0 DESCRIPTION OF SERVICES

**2.1** The City shall make request of Consultant to perform professional services on a "task" basis. The City will communicate with Consultant, verbally or in writing, a general description of the task to be performed. If a site visit by the Consultant is needed to generate a Scope of Work document, the Consultant shall request approval prior to visiting the site. The Consultant 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 written "Task Order". The Scope of Services generally to be provided by the Consultant through a Task Order may include any professional services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

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

**2.2** The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other professional companies to provide architecture services. Further, the City does not guarantee that any Work will be assigned to Consultant under this Agreement. The City reserves the right to assign or contract for architecture 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 Consultant under this Agreement.

**2.3** The Consultant may be asked to perform any professional architecture services. The Services shall include those identified in RFQ Q-23-01-COC, which is incorporated herein by this reference.

**2.4** The maximum hourly rates and certain direct charges or unit prices, as applicable, that can be charged under this Agreement by Consultant, 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 Consultant is to provide professional services to the City for a project with an estimated construction cost exceeding the threshold in section 287.055, Florida Statutes, shall be the subject of a Task Order under this Agreement.

## 3.0 CHANGES IN THE SCOPE OF WORK

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

Section 5.0 herein. All change orders shall be authorized in writing by City's and Consultant's designated representative.

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

## 4.0 SCHEDULE

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

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

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

## 5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONSULTANT

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

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

**5.3 Witness Services.** For witness or expert services rendered by Consultant's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested

administrative proceeding in which the City is a named interested party, City agrees to pay the Consultant or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order.

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

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

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

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

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

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

**5.10 Acceptance of Payment.** Acceptance of final payment by the Consultant for a specific Task Order shall constitute a release of all claims for payment which the Consultant may have against the City for that Task Order unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against the Consultant 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 Consultant, the Consultant 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 Consultant for any claims relating to the validity of a finding by the City of overpayment.

**5.12 Partial Payments.** Payment made to the Consultant 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 Consultant of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

## 6.0 RIGHT TO INSPECTION

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

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

## 7.0 PROGRESS MEETING

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

## 8.0 SAFETY

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

## 9.0 REASONABLE ACCESS

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

## 10.0 INSURANCE

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

**a. Professional Liability.** Proof of professional liability insurance shall be provided to the City for the minimum amount of $3,000,000.00 per occurrence or claim and in the aggregate with a deductible not greater than $50,000.00. For professional liability insurance written on a "claims-made" basis, the Consultant shall maintain and provide evidence to the City of "tail" coverage that extends coverage for an additional five years following completion of all Work rendered under this Agreement and Task Orders.

**b. General Liability.** The Consultant 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 Consultant from claims of property damages and personal injury which may arise from any Services performed under this Agreement, whether such Services are performed by the Consultant or by anyone directly employed by or contracting with the Consultant.

**c. Automobile Liability.** The Consultant shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000.00 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 Consultant or by anyone directly or indirectly employed by the Consultant.

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

**10.2 Special Requirements.** Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in article l0.l.b and l0.l.c herein, as its interest may appear, from time to time.**

**10.3** The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Consultant by

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

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

## 11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

## 12.0 REPRESENTATIONS

**12.1** Consultant represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound professional 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 Consultants or consultants performing the same or similar services. Consultant shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed

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

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

## 13.0 GUARANTEE AGAINST INFRINGEMENT

**13.1** Consultant guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, Consultant 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, Consultant 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, Consultant 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 Consultant 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 Consultant. 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 Consultant 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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.

Consultant is required to and agrees to comply with public records laws. Consultant shall keep and maintain all public records required by the City to perform the services as agreed to herein. Consultant 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. Consultant 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, Consultant shall transfer to the City, at no cost, all public records in possession of the Consultant, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Consultant 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 Consultant 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 Consultant of the request and the Consultant shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Consultant does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Consultant acknowledges that if the Consultant

does not provide the public records to the City within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes. The Consultant acknowledges that if a civil action is filed against the Consultant to compel production of public records relating to this Agreement, the court may assess and award against Consultant 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 Consultant, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Consultant 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 Consultant 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 Consultant's failure to comply with this Section, the City shall collect from Consultant prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Consultant. 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 Consultant's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

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

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

**c. Preexisting Ownership Rights to Documents.** Notwithstanding any provisions to the contrary contained in this Agreement, Consultant shall retain sole ownership to its preexisting

information not produced and paid for by the City under this Agreement including, but not limited to computer programs, software, standard details, figures, templates and specifications.

## 15.0 ASSIGNMENT

**15.1** Consultant shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City. Any subcontractors employed by Consultant 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 City, any part of this Agreement is subcontracted by Consultant, Consultant shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

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

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

## 16.0 INDEPENDENT CONTRACTOR

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

## 17.0 DEFAULT BY CONSULTANT 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.** Consultant defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Consultant shall have such time as is reasonably necessary to remedy the default,

provided the Consultant promptly takes and diligently pursues such actions as are necessary therefor; or

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

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

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

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

**f.** Consultant 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 Consultant, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

**17.3** In the event of such termination upon default and breach of this Agreement, any completed services performed by the Consultant under this Agreement shall, at the option of the City, become the City's property and the Consultant shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Consultant, 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 Consultant for the purpose of setoff until such time as the amount of damages due to the City from the Consultant can be determined.

## 18.0 TERMINATION

**18.1** Notwithstanding any other provision of this Agreement, City may, upon written notice to Consultant, terminate this Agreement, without penalty, if: (a) Consultant is in default pursuant to Section 17.0, Default; (b) the Consultant makes a general assignment for the benefit of its credits; (c) Consultant fails to comply with any condition or provision of this Agreement; or (d) Consultant is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy City may have under this Agreement.

**18.2** In addition, either party may terminate for convenience without penalty at any time upon fifteen (15) days advance written notice.

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

## 19.0 FORCE MAJEURE

**19.1** Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Consultant'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; or order by any regulatory agency, provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for 60 days, either party may terminate this Agreement.

## 20.0 GOVERNING LAW & VENUE

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

## 21.0 HEADINGS

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

## 22.0 SEVERABILITY

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

## 23.0 WAIVER AND ELECTION OF REMEDIES

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

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

## 24.0 THIRD PARTY RIGHTS

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

## 25.0 PROHIBITION AGAINST CONTINGENT FEES

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

## 26.0 ENTIRE AGREEMENT

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

## 27.0 NO JOINT VENTURE

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

## 28.0 ATTORNEY'S FEES

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

## 29.0 COUNTERPARTS

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

## 30.0 DRAFTING

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

## 31.0 NOTICE

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

For Consultant:
BEA Architects, Inc.
Attention: Adrian Price, Vice-President
3075 NW South River Drive,
Miami, FL 33142
Ph: (305) 461-2053 ext. 111
E-mail: adrian@beai.com

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. Consultant 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 CONSULTANT

**33.1** Consultant hereby represents and warrants to the City the following:

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

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

## 34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

**34.1** The Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, injuries, liabilities, damages, losses, costs or suits, including attorney fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement, including any Task Order.

The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant 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.

**34.2** The indemnity provisions set forth in Paragraphs 34.1 shall survive termination of this Agreement.

**34.3** For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Consultant expresses its willingness to enter into this Agreement with the knowledge that the Consultant'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 Consultant to the City's complete satisfaction, and in no case shall exceed the amount provided in article 32.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed

upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

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

## 35.0 CONSULTANT'S PERSONNEL AT CONSTRUCTION SITE

**35.1** The presence or duties of Consultant's personnel at a construction site, whether as onsite representatives or otherwise, do not make Consultant or Consultant's personnel in any way responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. Consultant and Consultant's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Consultant's own personnel.

**35.2** The presence of Consultant's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). Consultant neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

## 36.0 RECORD DRAWINGS

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

## 37.0 ADDITIONAL ASSURANCES

**37.1** The Consultant for itself and its 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, professional, or surveying activity by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

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

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

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

## 38.0 E-VERIFY.

**38.1** Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. Consultant must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Consultant stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract, and shall result in the immediate termination of the contract without penalty to the City. The Consultant shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. If the Consultant utilizes Subcontractors the following shall apply:

a. Consultant shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.

b. Consultant shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

c. Consultant shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

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

**CITY:**

**CITY OF COCOA**

By: _____

Print Name/Title: _____

**ATTEST:**

By: _____
Carie Shealy, City Clerk

**CONSULTANT:**

**BEA ARCHITECTS, INC.**

By: _____

Print Name/Title: Adrian Price, Vice-President

**EXHIBIT A**
**Consultant's Rate Schedule**

| Personnel Classification | Hourly Rate per Classification |
|---|---|
| Principal | $191.25 |
| Program Manager | $187.50 |
| Project Manager | $172.50 |
| Senior Architect/ Designer | $187.50 |
| Project Architect/ Designer II | $172.50 |
| Architect/ Designer I | $140.00 |
| Interior Architect | $174.25 |
| Construction Manager, Scheduling & Cost Estimator | $164.00 |
| Junior Project Manager | $124.00 |
| Junior Engineer/ Architect/Designer/Illustrator | $100.00 |
| Administrative/Clerical | $72.00 |
| CAD Operator/Tech | $93.75 |

ALLEN ENGINEERING, INC.
CIVIL ENGINEERS • SURVEYORS
106 Dixie Lane • Cocoa Beach, FL 32931 • Tel: 321-783-7443 • Fax: 321-783-5902 • www.AllenEng.net

# Allen Engineering 2023 T&M Rates

| | | |
|---|---|---|
| 1. | Principal / Director | $175.00 per hour |
| 2. | Project Manager | $160.00 per hour |
| 3. | Senior P.E. | $140.00 per hour |
| 4. | Project Engineer | $130.00 per hour |
| 5. | Design Engineer | $110.00 per hour |
| 6. | Professional Surveyor/Mapper | $150.00 per hour |
| 7. | Survey Technician | $110.00 per hour |
| 8. | Survey Crew | $160.00 per hour |
| 9. | CAD Technician / Designer | $ 95.00 per hour |
| 10. | Administrative Technician | $ 75.00 per hour |

2300 Maitland Center Parkway
Suite 210
Maitland, FL 32751-7411
407 / 659 6500
407 / 659 0609 fax
**www.graef-usa.com**

GRAEF

collaborate / formulate / innovate

February 8, 2023

BEA architects, Inc.
3075 NW South River Drive
Miami, Florida 33142

Subject: City of Cocoa
Q-23-01-COC-A2 for Continuing Services Agreement for Architectural Services
Hourly Rate Proposal

Per your request, Graef-USA Inc. (GRAEF) is pleased to provide this hourly rate proposal for the above referenced contract.

Individual classification for personnel hourly rates are as follows:

| **Classification** | **Hourly Rate** |
|---|---|
| Project Executive/Principal | $220.00 |
| Project Manager/Sr. Engineer | $195.00 |
| Project Engineer | $175.00 |
| Engineer | $150.00 |
| Engineer Intern/Sr. Designer | $115.00 |
| Designer/CADD Technician | $103.00 |
| Admin/Clerical | $ 83.00 |

If you have any questions, please do not hesitate to contact me.

Sincerely,
Graef-USA Inc.



Scott D. Hinrichs, P.E.
Principal, Vice President

# EXHIBIT B
# SCHEDULE OF HOURLY RATES

***2022-2023***

| | |
|---|---|
| Senior Principal / Principal / Senior Project Manager | $240.00 - $290.00 |
| Project Manager II / Senior Design Manager | $185.00 - $235.00 |
| Project Manager I / Design Manager / Senior Design Engineer | $150.00 - $180.00 |
| Design Engineer / Landscape Architect | $120.00 - $150.00 |
| Landscape Designer / Staff Engineer | $90.00 - $130.00 |
| CAD Technician / Senior Design Technician | $85.00 - $150.00 |
| Intern/Administrative / Permit Coordinator | $65.00 - $90.00 |

**Hourly Rate Schedule is effective August 2022 through August 2023*
***Rates vary with personnel*

**BEA Architects, Inc.**
**3075 NW South River Drive**
**Miami, Florida 33142**
**marketing@beai.com; kmas@beai.com**

## Fee Schedule Effective 2023 - 2025
## Geotechnical, Inspections and Materials Testing Services

| Professional & Technical Services | |
|---|---|
| Special (Threshold) Engineer | $130.00 per hour |
| Principal Engineer/ Scientist | $175.00 per hour |
| Registered Senior Engineer/Scientist | $125.00 per hour |
| Senior Project Engineer/Scientist | $95.00 per hour |
| Project Engineer/Scientist | $85.00 per hour |
| Staff Engineer/Scientist | $75.00 per hour |
| Threshold Inspector's Agent | $70.00 per hour |
| Environmental Technician | $85.00 per hour |
| Senior Engineering Technician | $60.00 per hour |
| Engineering Technician | $50.00 per hour |
| Draftsman/CAD | $60.00 per hour |
| Technical Secretary | $50.00 per hour |
| Certified Weld Inspector | $90.00 per hour |
| NDT Technician | $120.00 per hour |
| | |

| Drilling Services | |
|---|---|
| Mobilization/Demobilization (lump sum) | $750.00 |
| Standard Penetration Test Boring (per foot 0-50) | $16.50 |
| Standard Penetration Test Boring (per foot 50-100) | $17.50 |
| Standard Penetration Test Boring (per foot 100+) | $1900 |
| Piezometer (each)<br>requires auger boring or SPT boring | $30.00 |
| Auger Boring (per foot) | $15.00 |
| Permanent well (per foot) | $65.00 |
| Hand Clearing (per hour) | $120.00 |
| Thin Walled Tube Sampling (each) | $120.00 |
| South Florida Percolation Test | $400.00 |
| Double Ring Infiltrometer | $500.00 |

| Asphalt Testing Services | |
|---|---|
| Extraction/Gradation Test | $175.00 |
| Marshall, Stability and Flow | $100.00 |
| In Place Density Test | $30.00 |
| Asphalt Cores (6” d or 4” d) (per inch) | $24.00 |
| Asphalt Core density and thickness (each) | $24.00 |
| Asphalt Plant Inspector (hour) | $70.00 |
| Asphalt Field Inspector (hour) | $70.00 |
| Sample pickup (if no other work is performed on site) (hour) | $50.00 |

| Concrete Testing Services | |
|---|---|
| Concrete Compression Test (set of 3 or 4) includes 1 hour max on site time per set, travel, slump, and temperature test (sample pickup not included if special trip is necessary) | $120.00 |
| Concrete Technician (hour) for standby time, additional testing or monitoring in excess of 1hour on site | $50.00 |
| Concrete coring (per inch) | $24.00 |
| Concrete cylinder compression test (each) In excess of 4 cylinders per set | $14.00 |
| Concrete core compression test (each) | $20.00 |
| Floor Flatness Test with F-Meter (each) | $500.00 |
| Coarse Aggregate Sieve test (each) | $65.00 |
| Fine Aggregate Sieve test (each) | $55.00 |
| Specific Gravity and Absorption test (each) | $50.00 |
| Sample pickup (if no other work is performed on site) (hour) | $50.00 |
| CTQP Level I Concrete Inspector (hour) | $55.00 |
| CTQP Level II Concrete Inspector (hour) | $70.00 |
| Inspector (hour) For Reinforcing steel inspection | $70.00 |
| Slab Moisture Emission Test Kit (each) | $25.00 |

| Soil Testing Services | |
|---|---|
| Standard or Modified Proctor Test (each) | $120.00 |
| Limerock Bearing Ratio (LBR) Test (each) | $280.00 |
| Atterberg Limits (each) | $50.00 |
| Wash 200 Sieve analysis (each) | $40.00 |
| Full Soil Sieve with Wash (each) | $55.00 |
| Florida Bearing Ratio (FBV) (each) | $70.00 |
| Carbonates test (each) | $120.00 |
| Organic Content test (each) | $40.00 |
| pH test (each)* | $40.00 |
| Triaxial Permeability Test (each) | $500.00 |
| Falling/Constant Head Permeability Test with wash 200 sieve (each) | $200.00 |
| LA Abrasion Test (each)* | $300.00 |
| CTQP Earthwork I/II Inspector (hour) | $60.00 |
| Senior Engineering Technician (hour) | $60.00 |
| Sample pickup (if no other work is performed on site) (hour) | $50.00 |
| In-Place Density test (each) | $30 |
| FDR Asphalt Emulsion Mix Design (wet and dry) | $500 |
| Soil Cement Mix Design | $500 |

| Miscellaneous Services | |
|---|---|
| Subcontractor Services | Cost plus 15% |
| Asbestos Survey for Single Family Residence | $1200 |
| Phase 1 ESA for Single Family Residence | $2000 |
| Lead Paint XRF Survey for Single Family Residence | $1200 |

Richard E. Hoaglin, P.E.
Universal Engineering Sciences, Inc.
Regional Manager

**EXHIBIT B**
**RFQ Q-23-01-COC**

**EXHIBIT C**
**Consultant's Response to RFQ Q-23-01-COC**

# CONTINUING SERVICES AGREEMENT

## General Civil Engineering

**THIS CONTINUING SERVICES AGREEMENT** ("Agreement") is made and entered into this _____ day of _____2023, by and between the **City of Cocoa,** a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **Mead & Hunt, Inc.**, a foreign corporation authorized to do business in Florida ("Engineer"), whose address is 2440 Deming Way, Middleton, WI 53562-1562.

**WITNESSETH:**

**WHEREAS,** City desires to obtain engineering, design, and permitting services from time to time on an as-needed, task oriented basis; and

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

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

**WHEREAS,** Engineer is willing to provide such utility engineering services to the City under the terms and conditions stated herein.

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

### 1.0 TERM AND DEFINITIONS

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

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

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

**a.** "Agreement" or "Contract" shall be used interchangeably and shall refer to this Continuing Services Agreement, as may be amended from time to time, which shall constitute

authorization for the Engineer to provide the engineering services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

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

**c.** "Engineer" shall mean Mead & Hunt, Inc., a foreign corporation, and its principals, employees, resident project representatives (and assistants).

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

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

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

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

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

## 2.0 DESCRIPTION OF SERVICES

**2.1** The City shall make request of Engineer to perform engineering services on a "task" basis. The City will communicate with Engineer, verbally or in writing, a general description of the task to be performed. If a site visit by the Engineer is needed to generate a Scope of Work 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 written "Task Order". The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

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

**2.2** The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other engineering companies to provide professional engineering services. 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 general civil engineering services. The Services shall include those identified in RFQ Q-23-01-COC, which is incorporated herein by this reference.

**2.4** The maximum hourly rates and certain direct charges or unit prices, as applicable, that can be charged under this Agreemenfot 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 the threshold in section 287.055, Florida Statutes, shall be the subject of a Task Order under this Agreement.

## 3.0 CHANGES IN THE SCOPE OF WORK

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

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

## 4.0 SCHEDULE

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

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

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

## 5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

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

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

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

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

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

City and Engineer are not liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages ("damages").

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

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

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

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

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

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

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

## 6.0 RIGHT TO INSPECTION

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

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

## 7.0 PROGRESS MEETING

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

## 8.0 SAFETY

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

## 9.0 REASONABLE ACCESS

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

## 10.0 INSURANCE

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

**a. Professional Liability.** Proof of professional liability insurance shall be provided to the City for the minimum amount of $3,000,000.00 per occurrence or claim and in the aggregate with a deductible not greater than $500,000. For professional liability insurance written on a "claims-made" basis, the Engineer shall maintain and provide evidence to the City of "tail" coverage that extends coverage for an additional five years following completion of all Work rendered under this Agreement and Task Orders.

**b. General Liability.** The Engineer shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000.00 as the combined single limit for each occurrence, with a deductible no greater than $10,000.00, 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 minimum amount of $1,000,000.00 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. Worker's 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 l0.l.b and l0.l.c herein, as its interest may appear, from time to time.**

**10.3** The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, 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. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Engineer shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

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

## 11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

## 12.0 REPRESENTATIONS

**12.1** Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered by professional engineers or consultants performing the same or similar services in the same or similar locality at the same time. Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Engineer shall

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

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

## 13.0 GUARANTEE AGAINST INFRINGEMENT

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

## 14.0 DOCUMENTS

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

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

Engineer is required to and agrees to comply with public records laws. Engineer shall keep and maintain all public records required by the City to perform the services as agreed to herein. Engineer shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Engineer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Engineer shall transfer to the City, at no cost, all public records in possession of the Engineer, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Engineer shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Engineer of the request and the Engineer shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Engineer does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Engineer acknowledges that if the Engineer does not provide the public records to the City within a reasonable time, the Engineer may be subject to penalties under Section 119.10, Florida Statutes. The Engineer acknowledges that if a civil action is filed against the Engineer to compel production of public records relating to this Agreement, the court

may assess and award against Engineer the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Engineer, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Engineer to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Engineer fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Engineer's failure to comply with this Section, the City shall collect from Engineer prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Engineer. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Engineer's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

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

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

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

## 15.0 ASSIGNMENT

**15.1** Engineer shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City. 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 City, any part of this Agreement is subcontracted by Engineer, Engineer shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

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

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

## 16.0 INDEPENDENT CONTRACTOR

**16.1** At all times during the term of this Agreement, Engineer and any approved subcontractors shall be considered an independent contractor and not an employee 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.** Engineer defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Engineer shall have such time as is reasonably necessary to remedy the default, provided the Engineer promptly takes and diligently pursues such actions as are necessary therefor; or

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

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

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

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

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

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

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

## 18.0 TERMINATION

**18.1** Notwithstanding any other provision of this Agreement, City may, upon written notice to Engineer, terminate this Agreement, without penalty, if: (a) Engineer is in default pursuant to Section 17.0, Default; (b) the Engineer makes a general assignment for the benefit of its credits; (c) Engineer fails to comply with any condition or provision of this Agreement; or (d) Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy City may have under this Agreement.

**18.2** In addition, either party may terminate for convenience without penalty at any time upon fifteen (15) days advance written notice.

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

## 19.0 FORCE MAJEURE

**19.1** Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Engineer's labor force); extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; or order by any regulatory agency, provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for 60 days, either party may terminate this Agreement.

## 20.0 GOVERNING LAW & VENUE

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

## 21.0 HEADINGS

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

## 22.0 SEVERABILITY

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

## 23.0 WAIVER AND ELECTION OF REMEDIES

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

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

## 24.0 THIRD PARTY RIGHTS

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

## 25.0 PROHIBITION AGAINST CONTINGENT FEES

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

## 26.0 ENTIRE AGREEMENT

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

## 27.0 NO JOINT VENTURE

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

## 28.0 ATTORNEY'S FEES

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

## 29.0 COUNTERPARTS

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

## 30.0 DRAFTING

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

## 31.0 NOTICE

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

For Engineer:
Mead & Hunt, Inc.
Attention:
4401 Eastport Park Way
Port Orange, FL 32127
386-761-6810 (Phone)
386-761-3977 (Fax)

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

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

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

## 32.0 SOVEREIGN IMMUNITY

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

## 33.0 CORPORATE REPRESENTATIONS BY ENGINEER

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

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

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

## 34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

**34.1** The Engineer shall indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, injuries, liabilities, damages, losses, costs or suits, including reasonable attorney 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.

**34.2** The indemnity provisions set forth in Paragraphs 34.1 shall survive termination of this Agreement.

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

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

## 35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

**35.1** The presence or duties of Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make Engineer or Engineer's personnel in any way responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. Engineer and Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Engineer's own personnel.

**35.2** The presence of Engineer's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

## 36.0 RECORD DRAWINGS

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

## 37.0 ADDITIONAL ASSURANCES

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

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

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

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

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

**38.0 E-VERIFY.**

**38.1** Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. Engineer must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Engineer stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract, and shall result in the immediate termination of the contract without penalty to the City. The Engineer shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. If the Engineer utilizes Subcontractors the following shall apply:

a. Engineer shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.

b. Engineer shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

c. Engineer shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

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

**CITY:**

**CITY OF COCOA**

By: _____

Print Name/Title: _____

**ATTEST:**

By: _____
Carie Shealy, City Clerk

**ENGINEER:**

**MEAD & HUNT, INC.**

By: _____

Print Name/Title: David King/Vice President

**EXHIBIT A**
**Engineer's Rate Schedule**

# MEAD & HUNT, Inc.
# Municipal Billing Rate Schedule
# Effective January 1, 2023

**Standard Billing Rates**

| | |
|---|---|
| Clerical | $82.00 / hour |
| Technical Editor | $123.00 / hour |
| Technician I, Technical Writer, Administrative Assistant | $101.00 / hour |
| Technician II | $123.00 / hour |
| Technician III | $140.00 / hour |
| Technician IV | $156.00 / hour |
| Senior Technician | $171.00 / hour |
| Engineer I | $137.00 / hour |
| Engineer II | $155.00 / hour |
| Engineer III | $168.00 / hour |
| Senior Engineer | $175.00 / hour |
| Project Engineer | $186.00 / hour |
| Senior Project Engineer/Project Manager | $201.00 / hour |
| Senior Associates | $220.00 / hour |
| Principal | $244.00 / hour |
| Senior Client/Project Manager | $256.00 / hour |

**Expenses**

| | |
|---|---|
| Out-Of-Pocket Direct Job Expenses | cost plus 15% |

Such as reproductions, sub-consultants / contractors, etc.

**Travel Expense**

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

**Billing & Payment**

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

Invoicing is on a monthly basis for work performed.

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This schedule of billing rates is effective January 1, 2023, and will remain in effect until December 31, 2023, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

February 7, 2023

Mead & Hunt
4401 Eastport Park Way
Port Orange, Florida 32127

Attention: Mr. David King, PE

Subject: Fee Schedule for Geotechnical Engineering
and Construction Materials Testing Services
Mead & Hunt Continuing Services Contract with
City of Cocoa, Florida

Dear Mr. King:

Congratulations on being selected as a continuing services consultant for the City of Cocoa. We appreciate the opportunity to be part of your team as the geotechnical engineering consultant, and we look forward to helping you meet the needs of the City of Cocoa.

As requested, we have provided the attached fee schedule for geotechnical engineering and construction materials testing services that may be utilized for the above referenced contract. Ardaman & Associates, Inc. will provide a written scope of work and cost estimate for each potential assignment after discussing the needs with the Mead & Hunt project manager.

We are pleased to be of assistance to you on this contract. Please contact us should you need any additional information or to discuss a project.

Very truly yours,
**ARDAMAN & ASSOCIATES, INC.**
*Certificate of Authorization No. 5950*



Jason P. Manning, P.E.
Branch Manager

Attachment: Fee Schedule

**ARDAMAN ASSOCIATES, INC.**
**2023 FEE SCHEDULE**
**ENGINEERING AND TESTING SERVICES**

| | | |
|---|---|---|
| **ENGINEERING** | | |
| Data Evaluation, Engineering Analysis, Design, Inspections, Field Monitoring, etc. | | |
| Senior Consultant | Per Hour | $204.00 |
| Senior Engineer | Per Hour | $193.00 |
| Senior Project Engineer/Hydrogeologist | Per Hour | $162.00 |
| Threshold Inspector (Professional Engineer) | Per Hour | $182.00 |
| Project Engineer | Per Hour | $144.00 |
| Assistant Project Engineer/Hydrogeologist | Per Hour | $131.00 |
| Staff Engineer/Threshold Field Representative | Per Hour | $116.00 |
| **CONSTRUCTION MONITORING AND FIELD TESTING** | | |
| Field Technician/Inspector V/Metals Technician | Per Hour | $89.00 |
| Field Technician/Inspector IV | Per Hour | $81.00 |
| Field Technician III | Per Hour | $68.00 |
| Field Technician II | Per Hour | $61.00 |
| Field Technician I | Per Hour | $56.00 |
| **LABORATORY TESTING** | | |
| Visual Classification and Sample Handling, Special Laboratory Tests (Leaching Studies, Slurry Consolidation, etc.) | | |
| Laboratory Technician V | Per Hour | $89.00 |
| Laboratory Technician IV | Per Hour | $81.00 |
| Laboratory Technician III | Per Hour | $68.00 |
| Laboratory Technician II | Per Hour | $61.00 |
| Laboratory Technician I | Per Hour | $56.00 |
| **SUPPORT PERSONNEL** | | |
| Engineering Designer V | Per Hour | $96.00 |
| Engineering Designer III | Per Hour | $82.00 |
| Engineering Designer I | Per Hour | $76.00 |
| Technical Draftsman III | Per Hour | $74.00 |
| Technical Draftsman I | Per Hour | $62.00 |
| Technical Secretary | Per Hour | $63.00 |
| **MISCELLANEOUS EXPENSES** | | |
| Outside Services and Expenses | Per Job | At Cost + 15% |
| Printing and Reproduction | Per Job | At Cost + 15% |
| Copying | Per Page | $0.25 |
| Mileage (Automobile) | Per Mile | $0.72 |
| Mileage (Truck) | Per Mile | $1.03 |

These prices are in effect for work completed through December 31, 2023. This fee schedule will be superseded by the 2024 fee schedule for work performed after December 31, 2023

**ARDAMAN ASSOCIATES, INC.**
**2023 FEE SCHEDULE**
**ENGINEERING AND TESTING SERVICES**

| | | |
|---|---|---|
| **MOBILIZATION** | | |
| Mobilization and Demobilization | | |
| · Men and Equipment | Per Rig-Hour | $238.00 |
| · Mileage - Rig | Per Rig-Mile | $1.16 |
| · Mileage - Truck | Per Truck-Mile | $1.03 |
| · Portable Barge | Per Job | $6,000.00 min. |
| **STANDARD DRILLING** | | |
| Auger Borings (4-inch) | Per Lineal Foot | $13.20 |
| Wash Borings - Cuttings Only (up to 3 inch) | | |
| · Soil drilling | Per Lineal Foot | $11.00 |
| · Rock drilling | Per Lineal Foot | $15.00 |
| Standard Penetration Test (SPT) Borings | | |
| (ASTM D-1586) in soil (N-values <50): | | |
| · from surface to 25 feet | Per Lineal Foot | $17.55 |
| · from 25 feet to 50 feet | Per Lineal Foot | $18.70 |
| · from 50 feet to 100 feet | Per Lineal Foot | $21.00 |
| · from 100 feet to 125 feet | Per Lineal Foot | $27.25 |
| · from 125 feet to 150 feet | Per Lineal Foot | $37.70 |
| Standard Penetration Test (SPT) Borings in | | |
| high resistance soil/rock (N-values >50) | Add'l Price Per LF | $5.90 |
| Furnish, Install, and Remove Casing (up to 4-inch): | | |
| · from surface to 50 feet | Per Lineal Foot | $11.80 |
| · from 50 feet to 100 feet | Per Lineal Foot | $14.45 |
| · from 100 feet to 150 feet | Per Lineal Foot | $18.00 |
| Drilling (Time Basis)/2 man-crew | Per Crew-Hour | $233.00 |
| Drilling (Time Basis)/3 man-crew | Per Crew-Hour | $268.00 |
| Support Water Truck (Time Basis) | Per Day | $215.00 |
| Rock Coring (N or H size) | | |
| · from surface to 50 feet | Per Lineal Foot | $46.55 |
| · from 50 feet to 100 feet | Per Lineal Foot | $51.40 |
| · from 100 feet to 150 feet | Per Lineal Foot | $54.60 |
| Field Permeability | Per Test | $362.00 |
| Mud Bug Vehicle | Per Lineal Foot | Standard Rates x 1.1 |
| Barge Drilling | Per Lineal Foot | Standard Rates x 1.5 |
| | | |
| **SAMPLING** | | |
| Additional SPT Sampling: | | |
| · from 10 feet to 25 feet | Per Additional Sample | $37.00 |
| · from 25 feet to 50 feet | Per Additional Sample | $41.00 |
| · from 50 feet to 100 feet | Per Additional Sample | $45.00 |
| · from 100 feet to 125 feet | Per Additional Sample | $50.00 |
| · from 125 feet to 150 feet | Per Additional Sample | $63.00 |
| Undisturbed Samples: | | |
| · Shelby Tube | Per Sample | $213.00 |
| · Fixed-Piston Shelby, Osterberg, Pitcher | Per Sample | $220.00 |
| | | |
| **SOUNDINGS** | | |
| Electric Dutch Cone Soundings | Per Lineal Foot | $16.30 |
| Piezocone Soundings | Per Lineal Foot | $18.20 |
| Muck Probing/Clay Sampling | Per Crew Hour | $196.00 |
| Electric Dutch Cone Soundings | Per Crew Hour | $250.00 |
| Piezocone/Piezoprobe Soundings (Time Basis) | Per Crew Hour | $262.00 |
| Piezoprobe Dissipation Monitoring | Per Crew Hour | $213.00 |
| | | |
| **OTHER CHARGES** | | |
| Clearing Difficult Access, Hole Location and Set-Up | Per Crew-Hour | $226.00 |
| Standby Time | Per Crew-Hour | $226.00 |
| Piezometer and Well Installation (plus materials) | Per Crew-Hour | $226.00 |
| Bore Hole Grouting and Sealing (plus materials) | Per Crew-Hour | $226.00 |
| Well Clearing/Sensitivity/Water Level | Per Crew-Hour | $201.00 |
| Air Boat Use | Per Day | $579.00 |
| Instrumentation Unit Use | Per Day | $386.00 |
| Lodging and Subsistence | Per Crewman-Day | $166.00 |
| Double Ring Infiltrometer | Per Test | $682.00 |
| Materials | Per Job | At Cost + 15% |

These prices are in effect for work completed through December 31, 2023. This fee schedule will be superseded by the 2024 fee schedule for work performed after December 31, 2023

**ARDAMAN ASSOCIATES, INC.**
**2023 FEE SCHEDULE**
**ENGINEERING AND TESTING SERVICES**

| | | |
|---|---|---|
| **GENERAL FIELD EQUIPMENT** | | |
| Data Logger | Per Day | $483.00 |
| Organic Vapor Analyzer (MiniRAE 2000) | Per Day | $141.00 |
| Photo Ionization Detector (Photovac Tip) | Per Day | $210.00 |
| Methane Detector | Per Day | $168.00 |
| Explosimeter | Per Day | $106.00 |
| Generator | Per Day | $173.00 |
| Steam Cleaner | Per Day | $173.00 |
| Surveying Equipment (Water Table Elevations) | Per Day | $89.00 |
| Centrifugal Development Pump | Per Day | $78.00 |
| Submersible Development Pump | Per Day | $193.00 |
| Peristaltic Purging Pump | Per Day | $78.00 |
| Magnetometer | Per Day | $78.00 |
| Sensitivity Test Equipment | Per Day | $78.00 |
| Product/Water Interface Probe | Per Day | $103.00 |
| pH/Conductivity Meter | Per Day | $44.00 |
| Turbidity Meter | Per Day | $89.00 |
| Dissolved Oxygen Meter | Per Day | $143.00 |
| Water Level Indicator | Per Day | $34.00 |
| Bailer Usage (Stainless Steel or Teflon- Per Each) | Per Day | $36.00 |
| Concrete Saw | Per Day | $170.00 |
| Vibration Monitor | Per Day | $336.00 |
| **EXPENDABLE SUPPLIES** | | |
| High Capacity (1 or 0.45 micron) Filter | Each | $37.00 |
| Disposable Teflon Bailer | Each | $34.00 |
| Disposable Polyethylene Bailer | Each | $28.00 |
| Disposable Free Product Bailer | Each | $36.00 |
| Isopropyl Alcohol (decontamination) | Per Gallon | $29.00 |
| Deionized Water (decontamination) | Per Five Gallons | $25.00 |
| 16 oz. Soil Jars (soil headspace analysis) | Per Box of 12 | $26.00 |
| Tygon Tubing | Per Foot | $4.30 |
| Polyethylene Tubing | Per Foot | $1.10 |
| 55-gallon Drum | Each | $121.00 |
| | | |
| **GEOPHYSICAL EQUIPMENT** | | |
| Geonics EM 34-3 | Per Day | $360.00 |
| AGI Sting R1-IP | Per Day | $336.00 |

**SPECIAL DRILLING/SOUNDING**

Prices for special drilling (barge drilling; air boat sampling; amphibious drilling; NQ wire line coring; large diameter borings; drilling in corrosive, contaminated or hazardous materials; drilling at great depths; installing large diameter temporary casing; etc.), field vane testing, and other specialized sampling or field tests will be determined per project. Work performed over water will be at 1.5 times the above unit prices.

**INSTRUMENTATION**

Prices for installation of monitor wells, inclinometers and settlement devices and prices for performing field permeability and packer tests will be determined per project.

**ARDAMAN ASSOCIATES, INC.**
**2023 FEE SCHEDULE**
**ENGINEERING AND TESTING SERVICES**

**OTHER RELATED DRILLING CHARGES**

| | | |
|---|---|---|
| Support Water Truck | Per Day | $218.00 |
| Drumming Contaminated Soil/Drilling Fluids | | |
| In 55 gallon drums (Disposal not included) | Per Drum | $177.00 |
| Drum Disposal | Per Drum | Varies |
| Visqueen (100 feet by 20 feet) | Per Roll | $117.00 |

**MONITORING WELL INSTALLATION**

| | | |
|---|---|---|
| Temporary 2-inch PVC Wellpoint (Piezometer) | Per Foot | $32.00 |
| 2-inch PVC | Per Foot | $47.00 |
| 4-inch PVC | Per Foot | $61.00 |

NOTE: Double cased deep monitoring well (above cost x 2)

**VAULT/PAD INSTALLATION - MONITORING WELLS**

| Well Size | Vault Size | |
|---|---|---|
| 2" | 8" circular w/pad | $386.00 |
| 4" | 12" circular w/pad | $507.00 |
| 2" or 4" | above ground riser w/pad | $386.00 |

**RECOVERY WELL INSTALLATION**

| | | |
|---|---|---|
| 4-inch PVC | Per Foot | $125.00 |
| 6-inch PVC | Per Foot | $159.00 |
| 8-inch PVC | Per Foot | $226.00 |

**VAULT/PAD INSTALLATION - RECOVERY WELLS**

| Well Size | Vault Size | |
|---|---|---|
| 4" | 24" square w/pad | $896.00 |
| 6" | 24" square w/pad | $1,025.00 |
| 8" | 36" square w/pad | $1,356.00 |

**DIRECT PUSH GROUNDWATER SAMPLING**

| | | |
|---|---|---|
| Direct Push Sampler (minimum 1 day) | Per Hour | $435.00 |

**FIELD TESTING SERVICES**

| | | |
|---|---|---|
| Slug Injection/Withdrawal Permeability Test | Each | $448.00 |
| Double Ring Infiltrometer Test (ASTM D-3385-75) | Each | $684.00 |

**SPECIAL DRILLING/SOUNDING**

diameter borings; drilling in corrosive, contaminated or hazardous materials; drilling at great depths; installing large diameter temporary casing; etc.), field vane testing, and other specialized sampling or field tests will be determined per project.

**INSTRUMENTATION**

Prices for installation of monitor wells, inclinometers and settlement devices and prices for performing field permeability and packer tests will be determined per project.

**ARDAMAN ASSOCIATES, INC.**
**2023 FEE SCHEDULE**
**ENGINEERING AND TESTING SERVICES**

| | | |
|---|---|---|
| **CLASSIFICATION TESTS** | | |
| Moisture Content (ASTM D-2216) | Each | $25.00 |
| Organic Content | | |
| · Loss on Ignition (ASTM D-2974) | Each | $46.00 |
| · Wet Combustion (AASHTO T-194) | Each | $135.00 |
| Unit Weight/Classification (Undisturbed Sample) | Each | $74.00 |
| Grain Size Distribution | | |
| · Sieve Analysis (ASTM D-421, D-422) | Each | $65.00 |
| · Percent Fines (ASTM D-1140) | Each | $46.00 |
| · Hydrometer Analysis (ASTM D-422) | Each | $134.00 |
| Atterberg Limits (ASTM D-4318) | | |
| · Plasticity Index Less than 150% | Per Set | $131.00 |
| · Plasticity Index Greater than 150% | Add'l Per Set | $85.00 |
| Shrinkage Limit (ASTM D-4943) | Each | $100.00 |
| Specific Gravity (ASTM D-854) | Each | $112.00 |
| Marsh Funnel Viscosity | Each | $35.00 |
| Los Angeles Abrasion | Each | $437.00 |
| Soundness - Sodium | Sieve Size * | $117.00 |
| Soundness - Magnesium | Sieve Size * | $117.00 |
| (*plus material supply charges) | | |
| | | |
| **COMPACTION TESTS** | | |
| Standard (ASTM D-698) or Modified Proctor (ASTM D-1557) | Per Test | $117.00 |
| Maximum-Minimum Density (ASTM D-4253, D-4254) | Per Set | $134.00 |
| Limerock Bearing Ratio | Per Test | $397.00 |
| | | |
| **CONSOLIDATION TESTS** | | |
| Incremental Consolidation Test (ASTM D-2435) | | |
| · Up to Ten Load-Unload Increments | Per Test | $694.00 |
| · More than Ten Load-Unload Increments | Per Add'l Increment | $60.00 |
| Constant Rate of Strain Consolidation Test (ASTM D-4186) | Each | $761.00 |
| | | |
| **PERMEABILITY TESTS** | | |
| Permeability Test on Sand | Each | $181.00 |
| Permeability Test on Fine Grained Soil | | |
| · k >10-8cm/sec | Each | $347.00 |
| · k <10-8cm/sec | Each | $509.00 |
| Permeation with Fluids Other Than Water | Add'l Per Test | $218.00 |
| | | |
| **STRENGTH TESTS** | | |
| Strength Index Tests (Torvane, Penetrometer, etc.) | Each | $10.70 |
| Vane Shear Test | Each | $30.00 |
| Unconfined Compression Test (ASTM D-2166) | | |
| · Strength Only | Each | $64.00 |
| · With Stress-Strain Curve | Each | $121.00 |
| Triaxial Tests: | | |
| · Unconsolidated-Undrained (ASTM D-2850) | Each | $276.00 |
| · Unconsolidated-Undrained (with pore pressure response) | Each | $632.00 |
| · Consolidated-Undrained (with pore pressure measurement) | Each | $632.00 |
| · Consolidated-Drained on Sands | Each | $508.00 |
| · Consolidated-Drained on Fine Grained Soils | Each | $658.00 |
| · Use of Fluids Other Than Water | Add'l Per Test | $218.00 |
| Direct Shear Tests (Coarse Grained Soils) | | |
| · Conventional 2.3" Box Shear | Per Normal Load | $341.00 |
| · With Stress Reversals | Per Normal Load | $508.00 |
| · Geosynthetics | Per Normal Load | $353.00 |
| · Conventional 12" Box Shear | Per Normal Load | $446.00 |
| Angle of Repose | Each | $63.00 |
| Split Tensile for Rock Cores | Each | $170.00 |

**SAMPLE PREPARATION AND SPECIAL TESTS**

per sample. Prices for Visual Classification, for Special Sample Preparation, for Special Laboratory Tests (Slurry Consolidation, Leaching Tests, Settling Tests, etc.), and for testing contaminated soils or hazardous materials will be determined per project based upon technician man-hours and other considerations. In addition, a daily charge of $19.00 per day will be assessed for special long-term laboratory tests (i.e., slurry consolidation, leaching tests, etc.).

**CHEMICAL TESTS**

| | | |
|---|---|---|
| pH (FM5-550) | Each | $16.00 |
| Specific Conductance (FM3-D 1125) | Each | $16.00 |
| Fluoride | Each | $29.00 |
| Sulfate (FM5-553) | Each | $50.00 |
| Chloride (FM5-552) | Each | $50.00 |
| Soil pH (FM5-550) | Each | $50.00 |
| Soil Specific Conductance | Each | $52.00 |
| Soil Resistivity (ASTM G-57 or FM5-551) | Each | $58.00 |
| Carbonate Content (ASTM D 4373) | Each | $137.00 |
| Water Corrosivity Series (FM5-550,552,553, FM3-D 1125) | Each | $125.00 |
| Soil Corrosivity Series (FM5-550, 551, 552, 553) | Each | $210.00 |

**GEOSYNTHETICS**

| | | |
|---|---|---|
| Geomembrane Thickness | | |
| · ASTM D-1593 | Per Sample | $39.00 |
| · ASTM D-751, D-5199 or D-5994 | Per Sample | $22.00 |
| Geomembrane Density (ASTM D-792) | Per Sample | $41.00 |
| Geomembrane Tensile Strength (ASTM D-638), Machine and Transverse Direction | Per Set | $102.00 |
| Geomembrane Tear Resistance (ASTM D-1004), Machine and Transverse Direction | Per Set | $87.00 |
| Weld Peel and Shear (ASTM D-413, D-882) | | |
| · 5 Peel and 5 Shear Specimens | Per Set | $59.00 |
| · 10 Peel & 5 Shear Specimens | Per Set | $87.00 |
| · 75.00With Load-Deformation Curve | Per Set | $98.00 |
| Geotextile Grab Tensile Strength (ASTM D-4632) | Per Set | $98.00 |
| Geotextile Trapezoidal Tear (ASTM D-4533) | Per Set | $120.00 |
| Geotextile Mass/Unit Area (ASTM D-3776 or D-5261) | Per Sample | $42.00 |
| Geotextile Thickness (ASTM D-1777 or D-5199) | Per Sample | $26.00 |

**SAMPLE PREPARATION AND SPECIAL TESTS**

Preparation of Samples for Testing (e.g., crushing for carbonate content determination, filtering of clayey soil for chemical tests) will be charged at $34.00 per sample. Prices for other tests on geomembranes and geotextiles will be determined per project based upon technician man-hours and other considerations.

**ARDAMAN ASSOCIATES, INC.**
**2023 FEE SCHEDULE**
**ENGINEERING AND TESTING SERVICES**

| | | |
|---|---|---|
| **CONCRETE SAMPLING AND TESTING** | | |
| Cylinder samples (up to 5 cylinders per set): molding curing, and strength testing (ASTM C-31 and C-39). Include one slump (ASTM C-143) and one temperature determination. Cylinders shall be left in a place provided by the Contractor, covered with plastic caps and attempts made to provide shade thereon. If temperature of the air is critical to first 24 hours (during field curing), equipment to maintain such controls shall be provided by others. | Per Set | $119.00 |
| Additional cylinders | Per Cylinder | $24.00 |
| Technician time due to construction delays portal to portal on the date cylinders are made, per hour | Per Hour | $68.00 |
| Technician time | Per Hour | $68.00 |
| Technician time transporting cylinders from site to office if no other work is required | Per Hour | $68.00 |
| Curing and strength testing samples delivered to our laboratory (ASTM C-39) | Per Cylinder | $28.00 |
| Continuous monitoring of concrete placement and/or extra slump and temperature tests, technician time | Per Hour | $68.00 |
| Slump tests (ASTM C-143) | Per Test | $33.00 |
| Air Entrainment (ASTM C-173) | Per Test | $41.00 |
| Unit weight | Per Test | $50.00 |
| Marsh Funnel Viscosity | Per Test | $40.00 |
| Mix design | Each | $960.00 |
| Verification of mix design | Each | $479.00 |
| Fineness modules | Each | $60.00 |
| Plant control | Per Hour | $80.00 |
| Concrete blocks. Strength tests (determined by gross area) | Per Block | $74.00 |
| Concrete blocks. Absorption and strength tests (net area) | Set of 3 | $232.00 |
| Block Prism Assembly | Set of 3 | $300.00 |
| Flexural Strength Beams (up to 3 beams) $30.00 each additional beam | Set of 3 | $287.00 |
| Test beams made by others | Each | $89.00 |
| Grout Prisms 4/set (blocks supplied by others) | Per Set | $126.00 |
| Mortar Cubes (up to 6/set) | Per Set | $126.00 |
| **FLOOR FLATNESS** | | |
| Equipment, Technician Time and Final Report | Per Trip | $994.00 |
| Additional Technician Time | Per Hour | $81.00 |
| **SAMPLING AND TESTING OF IN-PLACE CONCRETE/SOIL CEMENT** | | |
| Coring and testing of cored samples: | | |
| Technician time (two technicians may be required) | Per Hour | $68.00 |
| Mobilization of coring equipment | | |
| With power supplied | Per Trip | $100.00 |
| Without power supplied | Per Trip | $132.00 |
| Trimming, capping and strength test (ASTM C-42) | Per Core | $32.00 |
| Depth measurement | Per Core | $32.00 |
| Shotcrete panels made by others (panel cores & strength tests) | Each | $74.00 |

These prices are in effect for work completed through December 31, 2023. This fee schedule will be superseded by the 2024 fee schedule for work performed after December 31, 2023

**ARDAMAN ASSOCIATES, INC.**
**2023 FEE SCHEDULE**
**ENGINEERING AND TESTING SERVICES**

| | | |
|---|---|---|
| Concrete Cover/Reinforcing Steel Location: | | |
| Equipment use | Per Trip | $166.00 |
| Technician time | Per Hour | $81.00 |
| | | |
| Swiss Hammer | | |
| Mobilization of equipment | Per Trip | $66.00 |
| Technician time | Per Hour | $81.00 |
| | | |
| **SITE PREPARATION PROCEDURES INSPECTION, SAMPLING AND TESTING SERVICES** | | |
| Monitoring of the removal of deleterious soils or materials | | |
| Inspection of placement and compaction of fill material. | | |
| Penetrometer tests. Sampling of natural or fill material | | |
| Inspection of borrow areas. | | |
| | | |
| Engineering technician | Per Hour | $68.00 |
| Senior engineering technician | Per Hour | $81.00 |
| | | |
| Density Tests: | | |
| In-situ density tests, nuclear or drive sleeve method | | |
| (minimum of four per trip) (local area only) | Per Test | $35.00 |
| | | |
| In-situ density tests, sand cone test | | |
| (minimum of three per trip) (local area only) | Per Test | $56.00 |
| | | |
| Engineering technician time | Per Test | $68.00 |
| | | |
| Sampling of natural or fill material for | | |
| laboratory testing; Engineering technician | Per Hour | $68.00 |
| | | |
| **SOIL AND ROCK LABORATORY TESTING (sampling charge not included)** | | |
| Standard (ASTM D-698 or Modified (ASTM D-1557) Proctor | Each | $114.00 |
| Moisture content (ASTM D-2216) | Each | $25.00 |
| Limerock Bearing Ratio | Each | $397.00 |
| Florida Bearing Value (FBV) | Each | $91.00 |
| Soil cement design | Each | $521.00 |
| Soil cement field pills (3/set or technician time $48.00/hour) | Each | $122.00 |
| California Bearing Ratio (CBR) | Each | $413.00 |
| | | |
| **ASPHALT: FIELD INSPECTION, SAMPLING AND LABORATORY TESTING** | | |
| Engineering technician time for field sampling | Per Hour | $68.00 |
| Coring: | | |
| Mobilization of coring equipment: | | |
| With power supplied | Per Trip | $100.00 |
| Without power supplied | Per Trip | $132.00 |
| Certified engineering technician to inspect | | |
| preparation of base course/surface installation or plant control | Per Hour | $81.00 |
| Asphalt mix design | Per Design | $1,113.00 |
| Marshall Stability and Flow Test (Includes pill densities) | Per Test | $132.00 |
| Extraction and gradation tests (sampled hot) | Per Test | $125.00 |
| Extraction and gradation tests (sampled from pavement) | Per Test | $138.00 |
| Density tests | Per Test | $34.00 |
| Depth measurements | Per Test | $27.00 |
| Asphalt cores (minimum of three) | Each | $59.00 |

**ARDAMAN ASSOCIATES, INC.**
**2023 FEE SCHEDULE**
**ENGINEERING AND TESTING SERVICES**

| | | |
|---|---|---|
| **STRUCTURAL STEEL:** | | |
| Field inspection for visual examination of welds, ultrasonic testing, dye penetrant, magnetic particle, etc. by Metals technician (Equipment charge determined by project) | Per Hour | $89.00 |
| Bolt Torque | Per Hour | $81.00 |
| **ROOFING:** | | |
| Testing of 12 x 12 inch samples (includes technician time for obtaining samples, testing and report of findings) | Per Sample | $509.00 |
| Inspection/Observations during construction | Per Hour | $81.00 |
| **SPRAYED ON FIREPROOFING:** | | |
| Depth measurements & sampling | Per Hour | $81.00 |
| Adhesion Testing | Per Hour | $81.00 |
| Unit Weight (Lab) | Per Sample | $78.00 |

**OVERTIME AND HOLIDAY**

Charges will be increased 25% for work performed during weekends and official holidays

**SUB-CONTRACTING SERVICES**

Cost Plus 15%

| | | |
|---|---|---|
| **ENGINEERING CONSULTATION SERVICES** | | |
| Senior Project Engineer | Per Hour | $162.00 |
| Project Engineer | Per Hour | $144.00 |
| Assistant Project Engineer | Per Hour | $131.00 |
| Senior Engineering Technician | Per Hour | $81.00 |
| Engineering Technician | Per Hour | $68.00 |
| Technical Draftsman | Per Hour | $74.00 |
| Technical Secretary | Per Hour | $63.00 |

These prices are in effect for work completed through December 31, 2023. This fee schedule will be superseded by the 2024 fee schedule for work performed after December 31, 2023

KUGELMANN LAND SURVEYING, INC
30 N. Tropical Trail,  Suite B
Merritt Island, FL 32953
PH (321) 459-0930 --FAX (321) 459-9413
klsinc@cfl.rr.com

## 2023 RATE SCHEDULE

| DISCIPLINE | UNIT | RATE ($) |
|---|---|---|
| 2-Man Field Crew OR SURVEYOR & GPS | HOURLY | 134.00 |
| Professional Land Surveyor (P.L.S.) | HOURLY | 155.00 |
| CAD Drafting | HOURLY | 102.00 |
| **ENVIRONMENTAL** | | |
| MOB/DEMOB(PER SITE IN BREVARD COUNTY) | LUMP SUM | 536.00 |
| WELL/ SAMPLE POINT/ PIEZOMETER & MAP PREP AND/OR EXCEL FILE | EACH | 45.00 |
| STAFF GAUGE INSTALLATION | EACH | 275.00 |
| **OTHER DIRECT TASKS** | | |
| BOAT & MOTOR USE | HOURLY | 100.00 |

**CONTINUING GENERAL CIVIL ENGINEERING SERVICES FOR THE CITY OF COCOA**

**RFQ # 23-01-COC**

**APPLIED ECOLOGY, INC.**
**Billable Rates**

| Position Category | Billable Rate |
|---|---|
| Senior Project Manager | $181.80 |
| Principal Scientist | $153.83 |
| Principal Engineer | $169.94 |
| Principal Geologist | $147.11 |
| Senior Scientist | $123.37 |
| Senior Engineer | $142.75 |
| Environmental Scientist III | $101.03 |
| Environmental Scientist II | $79.57 |
| Environmental Scientist I | $71.54 |
| Staff Engineer | $115.62 |
| Senior GIS Analyst/Programmer | $140.60 |
| GIS Analyst | $94.17 |
| GIS Technician | $59.33 |
| Jr Environmental Technician | $57.67 |
| Senior Administrative Assistant | $65.70 |

**EXHIBIT B**
**RFQ Q-23-01-COC**

**EXHIBIT C**
**Engineer's Response to RFQ Q-23-01-COC**

# CONTINUING SERVICES AGREEMENT

## General Civil Engineering

**THIS CONTINUING SERVICES AGREEMENT** ("Agreement") is made and entered into this _____ day of _____2023, by and between the **City of Cocoa,** a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **Kimley-Horn and Associates, Inc.**, a North Carolina corporation authorized to do business in Florida ("Engineer"), whose principal address is 421 Fayetteville Street, Suite 600, Raleigh, NC 27601.

**WITNESSETH:**

**WHEREAS,** City desires to obtain engineering, design, and permitting services from time to time on an as-needed, task oriented basis; and

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

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

**WHEREAS,** Engineer is willing to provide such utility engineering services to the City under the terms and conditions stated herein.

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

### 1.0 TERM AND DEFINITIONS

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

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

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

**a.** "Agreement" or "Contract" shall be used interchangeably and shall refer to this Continuing Services Agreement, as may be amended from time to time, which shall constitute

authorization for the Engineer to provide the engineering services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

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

**c.** "Engineer" shall mean Kimley Horn, a North Carolina corporation, and its principals, employees, resident project representatives (and assistants).

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

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

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

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

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

## 2.0 DESCRIPTION OF SERVICES

**2.1** The City shall make request of Engineer to perform engineering services on a "task" basis. The City will communicate with Engineer, verbally or in writing, a general description of the task to be performed. If a site visit by the Engineer is needed to generate a Scope of Work 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 written "Task Order". The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

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

**2.2** The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other engineering companies to provide professional engineering services. 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 general civil engineering services. The Services shall include those identified in RFQ Q-23-01-COC, which is incorporated herein by this reference.

**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 the threshold in section 287.055, Florida Statutes, shall be the subject of a Task Order under this Agreement.

## 3.0 CHANGES IN THE SCOPE OF WORK

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

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

## 4.0 SCHEDULE

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

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

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

## 5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

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

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

**5.3 Witness Services.** For witness or expert services rendered by Engineer's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the

Engineer or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order.

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

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

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

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

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

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

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

**5.11 Payment Adjustments.** It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all

required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Engineer, the Engineer agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Engineer for any claims relating to the validity of a finding by the City of overpayment.

**5.12 Partial Payments.** Payment made to the Engineer shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. If the City objects to all or any portion of any invoice, it shall notify the Engineer of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

## 6.0 RIGHT TO INSPECTION

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

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

## 7.0 PROGRESS MEETING

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

## 8.0 SAFETY

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

## 9.0 REASONABLE ACCESS

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

## 10.0 INSURANCE

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

**a. Professional Liability.** Proof of professional liability insurance shall be provided to the City for the minimum amount of $3,000,000.00 per occurrence or claim and in the aggregate with a deductible not greater than $50,000.00. For professional liability insurance written on a "claims-made" basis, the Engineer shall maintain and provide evidence to the City of "tail" coverage that extends coverage for an additional five years following completion of all Work rendered under this Agreement and Task Orders.

**b. General Liability.** The Engineer shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000.00 as the combined single limit for each occurrence, with a deductible no greater than $5,000.00, 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 minimum amount of $1,000,000.00 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. Worker's 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 l0.l.b and l0.l.c herein, as its interest may appear, from time to time.**

**10.3** The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, 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. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Engineer shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

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

## 11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

## 12.0 REPRESENTATIONS

**12.1** Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered by professional engineers or consultants performing the same or similar services in the same locality at the time the services are provided. Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Engineer shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the

services. The Engineer's designated representative shall have the authority to act on Engineer's behalf with respect to the Services. In addition, Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes, and regulations applicable to Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities at the time the Services are rendered. The Engineer represents 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 in effect as of the date of the Task Orders. Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to Section 2.2 herein, Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in any Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal to complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

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

## 13.0 GUARANTEE AGAINST INFRINGEMENT

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

## 14.0 DOCUMENTS

**14.1 Public Records.** Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Engineer agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films,

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

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

Engineer is required to and agrees to comply with public records laws. Engineer shall keep and maintain all public records required by the City to perform the services as agreed to herein. Engineer shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Engineer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Engineer shall transfer to the City, at no cost, all public records in possession of the Engineer, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Engineer shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Engineer of the request and the Engineer shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Engineer does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Engineer acknowledges that if the Engineer does not provide the public records to the City within a reasonable time, the Engineer may be subject to penalties under Section 119.10, Florida Statutes. The Engineer acknowledges that if a civil action is filed against the Engineer to compel production of public records relating to this Agreement, the court may assess and award against Engineer the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Engineer, be open and freely exhibited to the City for

the purpose of examination, audit, or otherwise. Failure by Engineer to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Engineer fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Engineer's failure to comply with this Section, the City shall collect from Engineer prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Engineer. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Engineer's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

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

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

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

## 15.0 ASSIGNMENT

**15.1** Engineer shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of

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

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

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

## 16.0 INDEPENDENT CONTRACTOR

**16.1** At all times during the term of this Agreement, Engineer and any approved subcontractors shall be considered an independent contractor and not an employee 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.** Engineer defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Engineer shall have such time as is reasonably necessary to remedy the default, provided the Engineer promptly takes and diligently pursues such actions as are necessary therefor; or

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

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

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

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

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

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

**17.3** In the event of such termination upon default and breach of this Agreement, any completed services performed by the Engineer under this Agreement shall, at the option of the City, become the City's property and the Engineer shall be entitled to receive equitable compensation for any work completed up to the date of termination 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.

## 18.0 TERMINATION

**18.1** Notwithstanding any other provision of this Agreement, City may, upon written notice to Engineer, terminate this Agreement, without penalty, if: (a) Engineer is in default pursuant to Section 17.0, Default; (b) the Engineer makes a general assignment for the benefit of its credits; (c) Engineer fails to comply with any condition or provision of this Agreement; or (d) Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy City may have under this Agreement.

**18.2** In addition, either party may terminate for convenience without penalty at any time upon fifteen (15) days advance written notice.

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

## 19.0 FORCE MAJEURE

**19.1** Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Engineer's labor force); extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court

injunction or order; federal and/or state law or regulation; or order by any regulatory agency, provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for 60 days, either party may terminate this Agreement.

## 20.0 GOVERNING LAW & VENUE

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

## 21.0 HEADINGS

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

## 22.0 SEVERABILITY

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

## 23.0 WAIVER AND ELECTION OF REMEDIES

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

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

## 24.0 THIRD PARTY RIGHTS

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

## 25.0 PROHIBITION AGAINST CONTINGENT FEES

**25.1** Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For

the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

## 26.0 ENTIRE AGREEMENT

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

## 27.0 NO JOINT VENTURE

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

## 28.0 ATTORNEY'S FEES

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

## 29.0 COUNTERPARTS

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

## 30.0 DRAFTING

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

## 31.0 NOTICE

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

For Engineer:
Kimley Horn and Associates, Inc.
Attention: Kinan Husainy, P.E.
7341 Office Park Place
Suite 102
Melbourne, Florida 32940
(321) 225-0642 Phone

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

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

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

## 32.0 SOVEREIGN IMMUNITY

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

## 33.0 CORPORATE REPRESENTATIONS BY ENGINEER

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

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

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

## 34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

**34.1** The Engineer shall, indemnify and hold the City, its elected officials, officers, employees, and volunteers harmless from any and all claims, injuries, liabilities, damages, losses, costs or suits, including attorney 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.

**34.2** The indemnity provisions set forth in Paragraphs 34.1 shall survive termination of this Agreement.

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

**34.4** PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR

ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

## 35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

**35.1** The presence or duties of Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make Engineer or Engineer's personnel in any way responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. Engineer and Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Engineer's own personnel.

**35.2** The presence of Engineer's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

## 36.0 RECORD DRAWINGS

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

## 37.0 ADDITIONAL ASSURANCES

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

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

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

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

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

**38.0 E-VERIFY.**

**38.1** Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. Engineer must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Engineer stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract, and shall result in the immediate termination of the contract without penalty to the City. The Engineer shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. If the Engineer utilizes Subcontractors the following shall apply:

a. Engineer shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.

b. Engineer shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

c. Engineer shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

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

**CITY:**

**CITY OF COCOA**

By: _____

_____
Print Name/Title

**ENGINEER:**

**KIMLEY-HORN AND ASSOCIATES, INC.**

By: _____

KINAN HUSAINY / VICE PRESIDENT
Print Name/Title

**ATTEST:**

By: _____
Carie Shealy, City Clerk

**EXHIBIT A**
**Engineer's Rate Schedule**

Kimley»Horn

*City of Cocoa RFQ*

*Q-23-01-COC-C2*

*2023 PROFESSIONAL ENGINEERING SERVICES*

*BILLING RATES*

| POSITION | HOURLY RATE |
|---|---|
| Senior Professional II | $290.00 |
| Senior Professional I | $220.00 |
| Professional | $185.00 |
| Analyst II | $165.00 |
| Analyst I | $150.00 |
| Senior Technical Support Staff | $200.00 |
| Technical Support Staff | $135.00 |
| Support Staff | $90.00 |

4620 Lipscomb St NE, Suite 2
Palm Bay, FL 32905
321-914-3978

## 2023 Hourly Rate Schedule

| ***Hourly Fee Schedule*** | | |
|---|---|---|
| Principal | $160.00 | Hour |
| Principal Surveyor | $110.00 | Hour |
| Professional Land Surveyor | $95.00 | Hour |
| Project Surveyor | $85.00 | Hour |
| Senior Field Representative | $75.00 | Hour |
| Senior CADD Technician | $75.00 | Hour |
| Technician | $65.00 | Hour |
| Field Representative | $65.00 | Hour |
| Survey Field Crew (2 man) | $135.00 | Hour |
| Survey Field Crew (3 man) | $145.00 | Hour |
| Clerical | $50.00 | Hour |
| Expert Witness Testimony | $210.00 | Hour |
| Court Appearances | $210.00 | Hour |

COASTAL TECH | GEC

3625 20TH Street
Vero Beach, Florida 32960
(772) 562-8580 Fax (772) 562-8432
Johnny Bradberry, President

ENR TOP 500 DESIGN FIRMS

# HOURLY RATE SCHEDULE

Effective: August 9, 2022

## Labor Categories

| | |
|---|---|
| Expert Witness Depositions or Testifying in Court | $300 |
| Principal Engineer | $240 |
| Sr. Coastal Engineer | $220 |
| Project Manager/Engineer of Record | $160 |
| Engineer III | $135 |
| Engineer II | $115 |
| Engineer I | $105 |
| Senior Permit Specialist | $140 |
| Senior Coastal Ecologist | $114 |
| Coastal Management Specialist | $116 |
| Permit Specialist/CADD | $105 |

## Direct Expenses

| | |
|---|---|
| Copies | $ .10/page |
| Mileage | $ .54/mile |
| Travel Expenses | Cost x 1.0 |
| Subcontracted Expenses | Cost x 1.15 |
| Other Direct Expenses | Cost x 1.15 |

**Kimley-Horn**
**189 South Orange Ave. Suite 1000, Orlando, FL 32801**
**Kinan.Husainy@kimley-horn.com**

## Fee Schedule Effective 2023 - 2025
## Geotechnical, Inspections and Materials Testing Services

| Professional & Technical Services | |
|---|---|
| Special (Threshold) Engineer | $130.00 per hour |
| Principal Engineer/ Scientist | $175.00 per hour |
| Registered Senior Engineer/Scientist | $125.00 per hour |
| Senior Project Engineer/Scientist | $95.00 per hour |
| Project Engineer/Scientist | $85.00 per hour |
| Staff Engineer/Scientist | $75.00 per hour |
| Threshold Inspector's Agent | $70.00 per hour |
| Environmental Technician | $85.00 per hour |
| Senior Engineering Technician | $60.00 per hour |
| Engineering Technician | $50.00 per hour |
| Draftsman/CAD | $60.00 per hour |
| Technical Secretary | $50.00 per hour |
| Certified Weld Inspector | $90.00 per hour |
| NDT Technician | $120.00 per hour |
| | |

| Drilling Services | |
|---|---|
| Mobilization/Demobilization (lump sum) | $750.00 |
| Standard Penetration Test Boring (per foot 0-50) | $16.50 |
| Standard Penetration Test Boring (per foot 50-100) | $17.50 |
| Standard Penetration Test Boring (per foot 100+) | $1900 |
| Piezometer (each)<br>requires auger boring or SPT boring | $30.00 |
| Auger Boring (per foot) | $15.00 |
| Permanent well (per foot) | $65.00 |
| Hand Clearing (per hour) | $120.00 |
| Thin Walled Tube Sampling (each) | $120.00 |
| South Florida Percolation Test | $400.00 |
| Double Ring Infiltrometer | $500.00 |

| Asphalt Testing Services | |
|---|---|
| Extraction/Gradation Test | $175.00 |
| Marshall, Stability and Flow | $100.00 |
| In Place Density Test | $30.00 |
| Asphalt Cores (6” d or 4” d) (per inch) | $24.00 |
| Asphalt Core density and thickness (each) | $24.00 |
| Asphalt Plant Inspector (hour) | $70.00 |
| Asphalt Field Inspector (hour) | $70.00 |
| Sample pickup (if no other work is performed on site) (hour) | $50.00 |

| Concrete Testing Services | |
|---|---|
| Concrete Compression Test (set of 3 or 4) includes 1 hour max on site time per set, travel, slump, and temperature test (sample pickup not included if special trip is necessary) | $120.00 |
| Concrete Technician (hour) for standby time, additional testing or monitoring in excess of 1hour on site | $50.00 |
| Concrete coring (per inch) | $24.00 |
| Concrete cylinder compression test (each) In excess of 4 cylinders per set | $14.00 |
| Concrete core compression test (each) | $20.00 |
| Floor Flatness Test with F-Meter (each) | $500.00 |
| Coarse Aggregate Sieve test (each) | $65.00 |
| Fine Aggregate Sieve test (each) | $55.00 |
| Specific Gravity and Absorption test (each) | $50.00 |
| Sample pickup (if no other work is performed on site) (hour) | $50.00 |
| CTQP Level I Concrete Inspector (hour) | $55.00 |
| CTQP Level II Concrete Inspector (hour) | $70.00 |
| Inspector (hour) For Reinforcing steel inspection | $70.00 |
| Slab Moisture Emission Test Kit (each) | $25.00 |

| Soil Testing Services | |
|---|---|
| Standard or Modified Proctor Test (each) | $120.00 |
| Limerock Bearing Ratio (LBR) Test (each) | $280.00 |
| Atterberg Limits (each) | $50.00 |
| Wash 200 Sieve analysis (each) | $40.00 |
| Full Soil Sieve with Wash (each) | $55.00 |
| Florida Bearing Ratio (FBV) (each) | $70.00 |
| Carbonates test (each) | $120.00 |
| Organic Content test (each) | $40.00 |
| pH test (each)* | $40.00 |
| Triaxial Permeability Test (each) | $500.00 |
| Falling/Constant Head Permeability Test with wash 200 sieve (each) | $200.00 |
| LA Abrasion Test (each)* | $300.00 |
| CTQP Earthwork I/II Inspector (hour) | $60.00 |
| Senior Engineering Technician (hour) | $60.00 |
| Sample pickup (if no other work is performed on site) (hour) | $50.00 |
| In-Place Density test (each) | $30 |
| FDR Asphalt Emulsion Mix Design (wet and dry) | $500 |
| Soil Cement Mix Design | $500 |

| Miscellaneous Services | |
|---|---|
| Subcontractor Services | Cost plus 15% |
| Asbestos Survey for Single Family Residence | $1200 |
| Phase 1 ESA for Single Family Residence | $2000 |
| Lead Paint XRF Survey for Single Family Residence | $1200 |

Richard E. Hoaglin, P.E.
Universal Engineering Sciences, Inc.
Regional Manager

**EXHIBIT B**
**RFQ Q-23-01-COC**

**EXHIBIT C**
**Engineer's Response to RFQ Q-23-01-COC**

# CONTINUING SERVICES AGREEMENT

## General Civil Engineering

**THIS CONTINUING SERVICES AGREEMENT** ("Agreement") is made and entered into this 2 day of March 2023, by and between the **City of Cocoa,** a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **EXP U.S. Services, Inc.**, a foreign corporation authorized to do business in Florida ("Engineer"), whose principal address is 205 North Michigan Avenue, Suite 3600, Chicago, IL 60601.

**WITNESSETH:**

**WHEREAS,** City desires to obtain engineering, design, and permitting services from time to time on an as-needed, task oriented basis; and

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

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

**WHEREAS,** Engineer is willing to provide such utility engineering services to the City under the terms and conditions stated herein.

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

## 1.0 TERM AND DEFINITIONS

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

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

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

**a.** "Agreement" or "Contract" shall be used interchangeably and shall refer to this Continuing Services Agreement, as may be amended from time to time, which shall constitute

authorization for the Engineer to provide the engineering services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

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

**c.** "Engineer" shall mean EXP U.S. Services, Inc., a foreign corporation, and its principals, employees, resident project representatives (and assistants).

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

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

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

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

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

## 2.0 DESCRIPTION OF SERVICES

**2.1** The City shall make request of Engineer to perform engineering services on a "task" basis. The City will communicate with Engineer, verbally or in writing, a general description of the task to be performed. If a site visit by the Engineer is needed to generate a Scope of Work 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 written "Task Order". The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

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

**2.2** The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other engineering companies to provide professional engineering services. 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 general civil engineering services. The Services shall include those identified in RFQ Q-23-01-COC, which is incorporated herein by this reference.

**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 the threshold in section 287.055, Florida Statutes, shall be the subject of a Task Order under this Agreement.

## 3.0 CHANGES IN THE SCOPE OF WORK

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

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

## 4.0 SCHEDULE

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

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

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

## 5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

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

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

**5.3 Witness Services.** For witness or expert services rendered by Engineer's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the Engineer or independent professional associate or consultant, which is used as a witness or expert, an

amount equal to that agreed upon by the party for a particular Task Order.

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

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

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

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

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

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

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

**5.11 Payment Adjustments.** It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Engineer, the Engineer agrees to refund such overpayment to the City

within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Engineer for any claims relating to the validity of a finding by the City of overpayment.

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

## 6.0 RIGHT TO INSPECTION

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

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

## 7.0 PROGRESS MEETING

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

## 8.0 SAFETY

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

## 9.0 REASONABLE ACCESS

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

## 10.0 INSURANCE

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

**a. Professional Liability.** Proof of professional liability insurance shall be provided to

the City for the minimum amount of $3,000,000.00 per occurrence or claim and in the aggregate with a deductible not greater than $50,000.00. For professional liability insurance written on a "claims-made" basis, the Engineer shall maintain and provide evidence to the City of "tail" coverage that extends coverage for an additional five years following completion of all Work rendered under this Agreement and Task Orders.

**b. General Liability.** The Engineer shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000.00 as the combined single limit for each occurrence, with a deductible no greater than $5,000.00, 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 minimum amount of $1,000,000.00 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. Worker's 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 l0.l.b and l0.l.c herein, as its interest may appear, from time to time.**

**10.3** The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Engineer shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Engineer. The Engineer shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy

shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Engineer shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

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

## 11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

## 12.0 REPRESENTATIONS

**12.1** Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered by professional engineers or consultants performing the same or similar services. Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Engineer shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on Engineer's behalf with respect to the Services. In addition, Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the

orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes, and regulations applicable to Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities 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. Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to Section 2.2 herein, Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal top complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

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

## 13.0 GUARANTEE AGAINST INFRINGEMENT

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

## 14.0 DOCUMENTS

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

connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Engineer. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Engineer are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

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

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

Engineer fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Engineer's failure to comply with this Section, the City shall collect from Engineer prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Engineer. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Engineer's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

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

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

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

## 15.0 ASSIGNMENT

**15.1** Engineer shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City. 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 City, any part of this Agreement is subcontracted by Engineer, Engineer shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

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

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

## 16.0 INDEPENDENT CONTRACTOR

**16.1** At all times during the term of this Agreement, Engineer and any approved subcontractors shall be considered an independent contractor and not an employee 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.** Engineer defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Engineer shall have such time as is reasonably necessary to remedy the default, provided the Engineer promptly takes and diligently pursues such actions as are necessary therefor; or

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

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

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

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

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

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

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

## 18.0 TERMINATION

**18.1** Notwithstanding any other provision of this Agreement, City may, upon written notice to Engineer, terminate this Agreement, without penalty, if: (a) Engineer is in default pursuant to Section 17.0, Default; (b) the Engineer makes a general assignment for the benefit of its credits; (c) Engineer fails to comply with any condition or provision of this Agreement; or (d) Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy City may have under this Agreement.

**18.2** In addition, either party may terminate for convenience without penalty at any time upon fifteen (15) days advance written notice.

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

## 19.0 FORCE MAJEURE

**19.1** Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Engineer's labor force); extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; or order by any regulatory agency,

provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for 60 days, either party may terminate this Agreement.

## 20.0 GOVERNING LAW & VENUE

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

## 21.0 HEADINGS

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

## 22.0 SEVERABILITY

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

## 23.0 WAIVER AND ELECTION OF REMEDIES

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

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

## 24.0 THIRD PARTY RIGHTS

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

## 25.0 PROHIBITION AGAINST CONTINGENT FEES

**25.1** Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement

without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

## 26.0 ENTIRE AGREEMENT

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

## 27.0 NO JOINT VENTURE

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

## 28.0 ATTORNEY'S FEES

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

## 29.0 COUNTERPARTS

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

## 30.0 DRAFTING

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

## 31.0 NOTICE

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

For Engineer:
EXP U.S. Services, Inc.
Attention:

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

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

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

## 32.0 SOVEREIGN IMMUNITY

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

## 33.0 CORPORATE REPRESENTATIONS BY ENGINEER

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

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

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

## 34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

**34.1** The Engineer shall defend, indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, injuries, liabilities, damages, losses, costs or suits, including attorney fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including any Task Order.

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

**34.2** The indemnity provisions set forth in Paragraphs 34.1 shall survive termination of this Agreement.

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

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

## 35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

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

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

**35.2** The presence of Engineer's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

## 36.0 RECORD DRAWINGS

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

## 37.0 ADDITIONAL ASSURANCES

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

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

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

**c.** No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has willfully

offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment; and

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

**38.0 E-VERIFY.**

**38.1** Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. Engineer must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Engineer stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract, and shall result in the immediate termination of the contract without penalty to the City. The Engineer shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. If the Engineer utilizes Subcontractors the following shall apply:

a. Engineer shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.

b. Engineer shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

c. Engineer shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration 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:** | **ENGINEER:** |
|---|---|
| **CITY OF COCOA** | **EXP U.S. SERVICES, INC.** |
| By: _____ | By: _____ |
| Michael Blake, Mayor | Kyle Henry, Vice President |

**ATTEST:**

By: _____
Carie Shealy, City Clerk

**EXHIBIT A**
**Engineer's Rate Schedule**

Schedule of Billing Rates
Architectural and Engineering Services
EXP U.S. Services, Inc.
Expires January 1, 2027
Hourly Rate per Classification and Year

| **Classification** | **2023** | **2024** | **2025** | **2026** |
|---|---|---|---|---|
| Technical Aide | $96.00 | $99.00 | $102.00 | $105.00 |
| Technician | $115.00 | $119.00 | $123.00 | $127.00 |
| Architect & Engineer | $142.00 | $147.00 | $152.00 | $157.00 |
| Sr. Architect & Sr. Engineer | $170.00 | $176.00 | $182.00 | $188.00 |
| Technical Manager | $230.00 | $238.00 | $246.00 | $254.00 |

Reimbursable Expenses:
Special consultant costs, auto usage, travel, outside duplication/blue prints/photo/film, out-of-pocket monies, and other reasonably identifiable costs. Unless specifically stated otherwise in the Project Agreement, reimbursable expense items are in addition to fees stated for services.

**EXHIBIT B**
**RFQ Q-23-01-COC**

**EXHIBIT C**
**Engineer's Response to RFQ Q-23-01-COC**

# CONTINUING SERVICES AGREEMENT

## Traffic Engineering Services

**THIS CONTINUING SERVICES AGREEMENT** ("Agreement") is made and entered into this _____ day of _____2023, by and between the **City of Cocoa,** a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **Myra Planning and Design, LLC**, a Florida limited liability company authorized to do business in Florida ("Engineer"), whose principal address is 1016 W Church St, Unit B, Orlando, FL 32805.

**WITNESSETH:**

**WHEREAS,** City desires to obtain traffic engineering, design, and permitting services from time to time on an as-needed, task oriented basis; and

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

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

**WHEREAS,** Engineer is willing to provide such utility engineering services to the City under the terms and conditions stated herein.

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

## 1.0 TERM AND DEFINITIONS

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

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

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

**a.** "Agreement" or "Contract" shall be used interchangeably and shall refer to this Continuing Services Agreement, as may be amended from time to time, which shall constitute

authorization for the Engineer to provide the engineering services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

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

**c.** "Engineer" shall mean Myra Planning and Design, LLC, a Florida limited liability company, and its principals, employees, resident project representatives (and assistants).

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

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

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

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

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

## 2.0 DESCRIPTION OF SERVICES

**2.1** The City shall make request of Engineer to perform traffic engineering, permitting, and design services on a "task" basis. The City will communicate with 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 a Scope of Work 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 involved with the 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 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 written "Task Order". The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

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

**2.2** The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other engineering companies to provide professional engineering services. 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 traffic engineering, permitting, and design services. The Services shall include those identified in RFQ Q-23-01-COC, which is incorporated herein by this reference.

**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 the threshold in section 287.055, Florida Statutes, shall be the subject of a Task Order under this Agreement.

## 3.0 CHANGES IN THE SCOPE OF WORK

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

designated representative.

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

## 4.0 SCHEDULE

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

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

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

## 5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

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

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

**5.3 Witness Services.** For witness or expert services rendered by Engineer's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the

Engineer or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order.

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

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

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

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

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

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

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

**5.11 Payment Adjustments.** It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit

reveals an overpayment to the Engineer, the Engineer agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Engineer for any claims relating to the validity of a finding by the City of overpayment.

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

## 6.0 RIGHT TO INSPECTION

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

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

## 7.0 PROGRESS MEETING

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

## 8.0 SAFETY

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

## 9.0 REASONABLE ACCESS

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

## 10.0 INSURANCE

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

**a. Professional Liability.** Proof of professional liability insurance shall be provided to the City for the minimum amount of $1,000,000.00 per occurrence or claim and in the aggregate with a deductible not greater than $75,000.00. For professional liability insurance written on a "claims-made" basis, the Engineer shall maintain and provide evidence to the City of "tail" coverage that extends coverage for an additional five years following completion of all Work rendered under this Agreement and Task Orders.

**b. General Liability.** The Engineer shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000.00 as the combined single limit for each occurrence, with a deductible no greater than $25,000.00, 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 minimum amount of $1,000,000.00 per occurrence combined single limit for bodily injury, including wrongful death, and property damage, which may arise from the ownership, use, or maintenance of non-owned automobiles, including rented automobiles whether such operations be by the Engineer or by anyone directly or indirectly employed by the Engineer.

**d. Worker's 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 l0.l.b and l0.l.c herein, as its interest may appear, from time to time.**

**10.3** The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Engineer shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Engineer. The Engineer shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy

shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Engineer shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

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

## 11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

## 12.0 REPRESENTATIONS

**12.1** Engineer represents that the Services provided hereunder shall conform to 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. Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Engineer shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on Engineer's behalf with respect to the Services. In addition, Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the

orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes, and regulations applicable to Engineer's Services. The Engineer's services and design shall comply with applicable requirements imposed by 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 applicable requirements of law, codes, and regulations. Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to Section 2.2 herein, Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal top complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

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

## 13.0 GUARANTEE AGAINST INFRINGEMENT

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

## 14.0 DOCUMENTS

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

connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Engineer. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Engineer are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

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

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

Engineer fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Engineer's failure to comply with this Section, the City shall collect from Engineer prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Engineer. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Engineer's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

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

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

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

## 15.0 ASSIGNMENT

**15.1** Engineer shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City. 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 City, any part of this Agreement is subcontracted by Engineer, Engineer shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

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

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

## 16.0 INDEPENDENT CONTRACTOR

**16.1** At all times during the term of this Agreement, Engineer and any approved subcontractors shall be considered an independent contractor and not an employee 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.** Engineer defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Engineer shall have such time as is reasonably necessary to remedy the default, provided the Engineer promptly takes and diligently pursues such actions as are necessary therefor; or

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

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

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

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

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

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

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

## 18.0 TERMINATION

**18.1** Notwithstanding any other provision of this Agreement, City may, upon written notice to Engineer, terminate this Agreement, without penalty, if: (a) Engineer is in default pursuant to Section 17.0, Default; (b) the Engineer makes a general assignment for the benefit of its credits; (c) Engineer fails to comply with any condition or provision of this Agreement; or (d) Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy City may have under this Agreement.

**18.2** In addition, either party may terminate for convenience without penalty at any time upon fifteen (15) days advance written notice.

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

## 19.0 FORCE MAJEURE

**19.1** Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Engineer's labor force); extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; or order by any regulatory agency,

provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for 60 days, either party may terminate this Agreement.

## 20.0 GOVERNING LAW & VENUE

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

## 21.0 HEADINGS

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

## 22.0 SEVERABILITY

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

## 23.0 WAIVER AND ELECTION OF REMEDIES

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

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

## 24.0 THIRD PARTY RIGHTS

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

## 25.0 PROHIBITION AGAINST CONTINGENT FEES

**25.1** Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement

without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

## 26.0 ENTIRE AGREEMENT

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

## 27.0 NO JOINT VENTURE

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

## 28.0 ATTORNEY'S FEES

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

## 29.0 COUNTERPARTS

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

## 30.0 DRAFTING

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

## 31.0 NOTICE

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

For Engineer:
Myra Planning and Design, LLC
Attention:

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

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

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

## 32.0 SOVEREIGN IMMUNITY

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

## 33.0 CORPORATE REPRESENTATIONS BY ENGINEER

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

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

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

## 34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

**34.1** The Engineer shall indemnify and hold the City, its elected officials, officers, and employees harmless from claims, injuries, liabilities, damages, losses, costs or suits, including attorney 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.

**34.2** The indemnity provisions set forth in Paragraphs 34.1 shall survive termination of this Agreement.

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

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

## 35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

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

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

**35.2** The presence of Engineer's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

## 36.0 RECORD DRAWINGS

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

## 37.0 ADDITIONAL ASSURANCES

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

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

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

**c.** No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has willfully

offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment; and

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

**38.0 E-VERIFY.**

**38.1** Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. Engineer must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Engineer stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract, and shall result in the immediate termination of the contract without penalty to the City. The Engineer shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. If the Engineer utilizes Subcontractors the following shall apply:

a. Engineer shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.

b. Engineer shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

c. Engineer shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

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

**CITY:**

**CITY OF COCOA**

By: _____

Michael Blake, Mayor

**ATTEST:**

By: _____
Carie Shealy, City Clerk

**ENGINEER:**

**MYRA PLANNING AND DESIGN, LLC**

By: _____

Myra Monreal, Manager

**EXHIBIT A**
**Engineer's Rate Schedule**

# Billing Rates

## 2023 Hourly Rate Schedule

| Name/Position | Hourly Rate |
|---|---|
| Expert Witness and Testimony | $400 |
| Principal / Senior Certified Planner / Engineer | $200 |
| Professional Engineer | $200 |
| Cad Technician / GIS Specialist | $100 |
| Graphic Artist | $75 |

The wage rate is subject to an annual increase of 5% per year.

These rates apply to all projects.

Myra Monreal, Manager
Myra Planning and Design, LLC

February 8, 2023
Date

KEITH
Engineering Inspired Design.

# EXHIBIT A
# PROFESSIONAL SERVICE FEE SCHEDULE

| | Hourly Rate |
|---|---|
| Senior Project Executive | $400.00 |
| Project Executive | $350.00 |
| Expert Witness | $500.00 |
| Government Liaison | $400.00 |
| Senior Project Manager | $275.00 |
| Project Manager III | $225.00 |
| Project Manager II | $175.00 |
| Project Manager I | $165.00 |
| Assistant Project Manager | $100.00 |
| Administrative Assistant | $80.00 |
| Engineer VI | $250.00 |
| Engineer V | $215.00 |
| Engineer IV | $195.00 |
| Engineer III | $165.00 |
| Engineer II | $135.00 |
| Engineer I | $125.00 |
| Senior Construction Manager | $190.00 |
| Construction Manager | $160.00 |
| Inspector III | $125.00 |
| Inspector II | $100.00 |
| Inspector I | $90.00 |
| Chief Surveyor | $190.00 |
| Sr. Surveyor & Mapper | $180.00 |
| Project Surveyor II | $165.00 |
| Project Surveyor I | $150.00 |
| Technician IV | $140.00 |
| Technician III | $125.00 |
| Technician II | $110.00 |
| Technician I | $90.00 |
| Chief Planner | $190.00 |
| Senior Planner | $160.00 |
| Planner IV | $140.00 |
| Planner III | $125.00 |
| Planner II | $110.00 |
| Planner I | $90.00 |
| Senior Landscape Architect | $200.00 |
| Landscape Architect II | $165.00 |
| Landscape Architect I | $135.00 |
| Arborist | $140.00 |
| Designer III | $145.00 |
| Designer II | $135.00 |
| Designer I | $125.00 |
| Chief Utility Coordinator | $190.00 |
| Senior Utility Coordinator | $150.00 |
| Utility Coordinator | $110.00 |
| Subsurface Utility Location Manager | $140.00 |
| Field Supervisor | $90.00 |
| Utility Designating/GPR | $200.00 |
| Survey Crew IV | $250.00 |
| Survey Crew III | $200.00 |
| Survey Crew II | $150.00 |
| Survey Crew I. | $100.00 |
| Survey Static Laser Scanning | $250.00 |
| Survey Drone Crew | $200.00 |
| Impervious Coring >8” | $150.00/Each |
| Vacuum Excavation Test Hole (Pervious Surface) | $350.00/Each |
| Vacuum Excavation Test Hole (Impervious Surface) | $450.00/Each |

Florida Bridge and Transportation, Inc.
Structural and Transportation Engineers

January 16, 2023

RE: FBT 2023 Billing Rates

The information below indicates the billing rates for Florida Bridge and Transportation, Inc. effective January 1, 2023.

| Name | Title | 2023 Billing Rate |
|---|---|---|
| Mark Niedermann, P.E. | Chief Engineer 2 | $297.00 per hour |
| Michael Hebert, P.E. | Chief Engineer 1 | $285.50 per hour |
| Bassel Kassem, P.E. | Project Manager 2 | $279.00 per hour |
| Juan Valenzuela, P.E. | Project Manager 1 | $257.50 per hour |
| Ed Severino, P.E. | Senior Engineer 1 | $226.50 per hour |
| Samrat De, P.E. | Senior Engineer 1 | $226.50 per hour |
| Josue Herrera, P.E. | Engineer 1 | $166.50 per hour |
| David Bancroft, P.E. | Engineer 1 | $166.50 per hour |
| Daniel Neidrauer, E.I. | Engineer Intern 2 | $133.00 per hour |
| Albert Bauman, E.I. | Engineer Intern 1 | $110.00 per hour |
| Jermain Lewis, JR, E.I. | Engineer Intern 1 | $110.00 per hour |
| Bryan Williams | Senior Designer | $163.50 per hour |
| Cheryl McConnell | Senior Designer | $163.50 per hour |
| Jessica Rivera | Contract Coordinator | $104.50 per hour |
| Gabriel Oria | Graphic Artist | $95.00 per hour |

These rates apply to all projects.

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

Very truly yours,
**Florida Bridge and Transportation, Inc.**

Mark Niedermann, P.E.
President

633 Dartmouth Street * Orlando, FL 32804 * Phone (407) 513-9709 * Fax (407) 513-9712

Rate Schedule: PlanActive Studio shall be compensated for the actual Services provides at the following rates. The rates below include all labor costs, overhead, and profit.

| Staff Classification/Title | Hourly Rate |
|---|---|
| Principal Planner | $175.00 |

LAND | IMAGE CONSULTING

# RATE SCHEDULE

PO BOX 547624 | ORLANDO, FL 32854 P | 407.374.9841 WWW.LAND-IMAGE.COM

| POSITION | RATE |
|---|---|
| Principal 01 | $140 |
| Landscape Architect 02 | $125 |
| Landscape Architect 01 | $105 |
| Landscape Designer 02 | $95 |
| Landscape Designer 01 | $75 |
| Urban Planner 02 | $115 |
| Urban Planner 01 | $95 |
| QA/QC Specialist | $95 |
| GIS Specialist 02 | $105 |
| GIS Specialist 01 | $85 |
| Graphic Artist 02 | $95 |
| Graphic Artist 01 | $75 |
| Administrative | $65 |
| Technician | $50 |

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| Position | Loaded Rate |
|---|---|
| **Chief Engineer 1** | $ 248.22 |
| **Community Outreach Specialist** | $ 198.45 |
| **Design Intern** | $ 50.40 |
| **Engineer 1** | $ 141.75 |
| **Engineer 2** | $ 173.25 |
| **Engineering Intern** | $ 115.76 |
| **Engineering Technician** | $ 100.33 |
| **Project Manager** | $ 308.70 |
| **Secretary/Clerical** | $ 85.05 |
| **Senior Engineer 1** | $ 256.57 |
| **Senior Planner** | $ 140.18 |

**EXHIBIT B**
**RFQ Q-23-01-COC**

**EXHIBIT C**
**Engineer's Response to RFQ Q-23-01-COC**

# WAIVER OF INSURANCE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Agreement is entered into this ___day of _____, ____ by and between the City of Cocoa, a Florida municipal corporation ("City"), and _("Contractor").

1. Contractor is providing traffic engineering services to the City pursuant to contract Q-23-01-COC-T1 dated _____ ("Services").

2. Contractor does not maintain the minimum liability insurance coverage required by City policy. Contractor understands that the City Manager has the right, on a case-by-case basis, to waive or modify the City's insurance requirements when it is not economically practical for Contractor to obtain coverage in compliance with City policy. Contractor willingly and voluntarily desires to contract with the City for the Services subject to the terms and conditions of this Agreement.

3. The City hereby agrees to reduce the minimum liability insurance coverage required to be obtained by Contractor for the Services as follows:

   a. Automobile Liability. The Contractor's subconsultant, PlanActive Studio LLC, shall maintain comprehensive automobile liability insurance in the minimum amount of $50,000 per person / $100,000 per occurrence for bodily injury and $50,000 per occurrence for property damage liability.
   b. This reduction will only be for this single subconsultant specified in section 3(a). No other waiver is granted. Contract specified insurance terms will be enforced on prime in all other cases.

4. In consideration of the City Manager's waiver or modification of the City's minimum liability insurance requirements set forth in paragraph 15.10 of the City's Financial Operations Manual, Contractor hereby agrees to be fully responsible for its own acts and omissions for the Services provided herein. In addition, Contractor hereby agrees, to the fullest extent permitted by law, on its own behalf and on the behalf of any and all derivative claimants and legal representatives of any and all types, nature, or relationship, to forever release and hold harmless the City, its officers, employees, agents and attorneys, and to indemnify the City and its officers, employees, agents, and attorneys, in both their official and individual capacities, from and against any and all claims, losses, damages, personal injuries (including death), or liability (including reasonable attorneys' fees) through all appeals, directly or indirectly resulting from the negligent acts, errors, omissions, intentional or otherwise, arising out of or resulting from Contractor's Services.

The indemnification provided herein shall obligate Contractor to defend, at its own expense or to provide for such defense, at the sole option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees, officers, and attorneys which may result from the Services, whether the Services be performed by Contractor or by anyone directly or indirectly employed or hired by Contractor. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included with the indemnification provided herein, as long as said fees are reasonable.

5. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law as to any third party liability claim against the City. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, as to any third party liability claim against the City, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph shall survive termination of this Agreement.

6. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The parties further agree that in any dispute between them relating to this Agreement, exclusive jurisdiction shall be in the trial courts located in Brevard County, Florida, for state actions and Orlando, Florida, for federal actions, any objections as to jurisdiction or venue in such courts being expressly waived.

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

**City of Cocoa, Florida**

_____

**Stockton Whitten, City Manager**

**Myra Planning and Design LLC**

_____

**Myra Monreal, Manager**

# CONTINUING SERVICES AGREEMENT

## Traffic Engineering Services

**THIS CONTINUING SERVICES AGREEMENT** ("Agreement") is made and entered into this _____ day of _____2023, by and between the **City of Cocoa,** a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **Metric Engineering, Inc.**, a Florida corporation authorized to do business in Florida ("Engineer"), whose principal address is 13940 SW 136th Street, Suite 200, Miami, Florida 33186.

**WITNESSETH:**

**WHEREAS,** City desires to obtain traffic engineering, design, and permitting services from time to time on an as-needed, task oriented basis; and

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

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

**WHEREAS,** Engineer is willing to provide such utility engineering services to the City under the terms and conditions stated herein.

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

## 1.0 TERM AND DEFINITIONS

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

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

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

**a.** "Agreement" or "Contract" shall be used interchangeably and shall refer to this Continuing Services Agreement, as may be amended from time to time, which shall constitute

authorization for the Engineer to provide the engineering services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

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

**c.** "Engineer" shall mean Metric Engineering, Inc., a Florida corporation, and its principals, employees, resident project representatives (and assistants).

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

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

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

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

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

## 2.0 DESCRIPTION OF SERVICES

**2.1** The City shall make request of Engineer to perform traffic engineering, permitting, and design services on a "task" basis. The City will communicate with 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 a Scope of Work 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 written "Task Order". The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

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

**2.2** The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other engineering companies to provide professional engineering services. 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 traffic engineering, permitting, and design services. The Services shall include those identified in RFQ Q-23-01-COC, which is incorporated herein by this reference.

**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 the threshold in section 287.055, Florida Statutes, shall be the subject of a Task Order under this Agreement.

## 3.0 CHANGES IN THE SCOPE OF WORK

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

designated representative.

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

## 4.0 SCHEDULE

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

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

**4.3** Any cost caused by defective or ill-timed services shall be borne by the party responsible therefore, to the extent the cost was due to the party's negligence or willful misconduct.

## 5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

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

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

**5.3 Witness Services.** For witness or expert services rendered by Engineer's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the

Engineer or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order.

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

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

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

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

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

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

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

**5.11 Payment Adjustments.** It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all

required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Engineer, the Engineer agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Engineer for any claims relating to the validity of a finding by the City of overpayment.

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

## 6.0 RIGHT TO INSPECTION

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

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

## 7.0 PROGRESS MEETING

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

## 8.0 SAFETY

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

## 9.0 REASONABLE ACCESS

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

## 10.0 INSURANCE

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

**a. Professional Liability.** Proof of professional liability insurance shall be provided to the City for the minimum amount of $3,000,000.00 per occurrence or claim and in the aggregate with a deductible not greater than $50,000.00. For professional liability insurance written on a "claims-made" basis, the Engineer shall maintain and provide evidence to the City of "tail" coverage that extends coverage for an additional five years following completion of all Work rendered under this Agreement and Task Orders.

**b. General Liability.** The Engineer shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000.00 as the combined single limit for each occurrence, with a deductible no greater than $5,000.00, 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 minimum amount of $1,000,000.00 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. Worker's 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 l0.l.b and l0.l.c herein, as its interest may appear, from time to time.**

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

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

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

## 11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

## 12.0 REPRESENTATIONS

**12.1** Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered by professional engineers or consultants performing the same or similar services. Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Engineer’s services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Engineer shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer’s designated representative shall have

the authority to act on Engineer's behalf with respect to the Services. In addition, Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes, and regulations applicable to Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities 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. Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to Section 2.2 herein, Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal top complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

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

## 13.0 GUARANTEE AGAINST INFRINGEMENT

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

## 14.0 DOCUMENTS

**14.1 Public Records.** Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Engineer agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form,

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

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

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

comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Engineer fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Engineer's failure to comply with this Section, the City shall collect from Engineer prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Engineer. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Engineer's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

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

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

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

## 15.0 ASSIGNMENT

**15.1** Engineer shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City. 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 City, any part of this Agreement is subcontracted by Engineer, Engineer shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

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

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

## 16.0 INDEPENDENT CONTRACTOR

**16.1** At all times during the term of this Agreement, Engineer and any approved subcontractors shall be considered an independent contractor and not an employee 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.** Engineer defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Engineer shall have such time as is reasonably necessary to remedy the default, provided the Engineer promptly takes and diligently pursues such actions as are necessary therefor; or

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

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

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

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

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

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

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

## 18.0 TERMINATION

**18.1** Notwithstanding any other provision of this Agreement, City may, upon written notice to Engineer, terminate this Agreement, without penalty, if: (a) Engineer is in default pursuant to Section 17.0, Default; (b) the Engineer makes a general assignment for the benefit of its credits; (c) Engineer fails to comply with any condition or provision of this Agreement; or (d) Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy City may have under this Agreement.

**18.2** In addition, either party may terminate for convenience without penalty at any time upon fifteen (15) days advance written notice.

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

## 19.0 FORCE MAJEURE

**19.1** Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Engineer's labor force); extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court

injunction or order; federal and/or state law or regulation; or order by any regulatory agency, provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for 60 days, either party may terminate this Agreement.

## 20.0 GOVERNING LAW & VENUE

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

## 21.0 HEADINGS

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

## 22.0 SEVERABILITY

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

## 23.0 WAIVER AND ELECTION OF REMEDIES

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

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

## 24.0 THIRD PARTY RIGHTS

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

## 25.0 PROHIBITION AGAINST CONTINGENT FEES

**25.1** Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For

the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

## 26.0 ENTIRE AGREEMENT

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

## 27.0 NO JOINT VENTURE

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

## 28.0 ATTORNEY'S FEES

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

## 29.0 COUNTERPARTS

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

## 30.0 DRAFTING

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

## 31.0 NOTICE

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

For Engineer:
Metric Engineering, Inc.
Attention: Rolando Ramirez, PE
525 Technology Park Suite 153
Lake Mary, FL 32746
(407) 644-1898 Phone
(407) 644-2376 Fax

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

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

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

## 32.0 SOVEREIGN IMMUNITY

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

## 33.0 CORPORATE REPRESENTATIONS BY ENGINEER

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

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

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

## 34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

**34.1** The Engineer shall indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from liabilities, damages, losses, and costs, including reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including any Task Order.

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

**34.2** The indemnity provisions set forth in Paragraphs 34.1 shall survive termination of this Agreement.

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

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

## 35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

**35.1** The presence or duties of Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make Engineer or Engineer's personnel in any way responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. Engineer and Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Engineer's own personnel.

**35.2** The presence of Engineer's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

## 36.0 RECORD DRAWINGS

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

## 37.0 ADDITIONAL ASSURANCES

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

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

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

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

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

## 38.0 E-VERIFY.

**38.1** Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. Engineer must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Engineer stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract, and shall result in the immediate termination of the contract without penalty to the City. The Engineer shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. If the Engineer utilizes Subcontractors the following shall apply:

a. Engineer shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.

b. Engineer shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

c. Engineer shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

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

**CITY:**

**CITY OF COCOA**

By: _____

Print Name/Title: _____

**ATTEST:**

By: _____
Carie Shealy, City Clerk

**ENGINEER:**

**METRIC ENGINEERING, INC.**

By: Rolando Ramirez

Print Name/Title: Rolando Ramirez
VP of Traffic operations and ITS Production

# EXHIBIT A
# Engineer's Rate Schedule

metric

# HOME RATES

| CLASSIFICATION | LOADED BILLABLE RATE |
|---|---|
| Project Manager | $ 200.00 |
| Principal In Charge/QC Manager | $ 200.00 |
| Senior Engineer | $ 208.57 |
| Engineer 2 | $ 200.00 |
| Engineer 1 | $ 117.02 |
| Senior Designer | $ 139.59 |
| Designer | $ 75.82 |
| Engineer Intern | $ 91.89 |
| Engineering Tech | $ 71.42 |
| CADD Computer Tech | $ 62.96 |
| Senior Engineering Tech | $ 108.84 |
| Utility Coordinator | $ 90.86 |

# RAW HOURLY RATE FORM

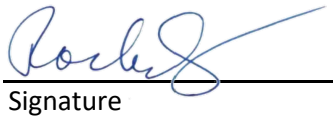
## CITY OF COCOA

Consultant Name: Geotechnical and Environmental Consultants, Inc.

| Labor Category | Loaded Billing Rate |
|---|---|
| Principal Engineer | $271.65 |
| Chief Engineer | $242.73 |
| Senior Engineer | $205.07 |
| Project Engineer | $157.01 |
| Project Manager | $116.10 |
| Engineer Intern | $98.15 |
| Chief Scientist | $167.94 |
| Project Scientist | $89.48 |
| Scientist | $68.18 |
| CADD/GIS Specialist | $62.10 |
| Sr. Engineering Technician | $113.94 |
| Engineering Technician | $73.98 |
| Secretary/Clerical | $75.52 |
| | |
| | |

Rachel Andre, President

Print Name



Signature

3/6/2023

Date

# 2023 Fee Schedule

| *Field Services | | | | | |
|---|---|---|---|---|---|
| **Item** | **Unit** | **Cost** | **Item** | **Unit** | **Cost** |
| Truck Rig Mobilization | each | $725.00 | Drill Rig and Crew – Truck/Mud Bug (2 person) | hour | $285.00 |
| Mud Bug Rig Mobilization | each | 1,050.00 | Drill Rig and Crew – Truck/Mud Bug (3 person) | hour | 385.00 |
| CPT Rig Mobilization | each | 1,350.00 | Drill Rig and Crew – B/T/A (3 person) | hour | 535.00 |
| Track Rig Mobilization | each | 4,200.00 | Field Permeability (0 – 10 ft) – Truck | each | 450.00 |
| Barge/Amphibious Mobilization - Crane | each | 15,500.00 | Field Permeability (10 – 25 ft) – Truck | each | 550.00 |
| Barge/Amphibious Mobilization - Ramp | each | 12,500.00 | Field Vane Shear Strength | each | 500.00 |
| Barge (without labor) | day | 3,500.00 | Hand Auger Boring with DCP | foot | 28.00 |
| Soil Survey/Coring/GPR Mobilization | each | 475.00 | Double Ring Infiltrometer | each | 650.00 |
| Tripod Rig Mobilization | each | 1,700.00 | Direct Push Well Materials | foot | 35.00 |
| Support Boat Mobilization | each | 650.00 | Two-inch Monitoring Well (0 – 50 ft) – Truck | foot | 40.00 |
| Direct Push Rig and Crew | day | 1,500.00 | Two-inch Monitoring Well (50 – 100 ft) – Truck | foot | 45.00 |
| Tripod Rig and Crew | day | 3,000.00 | Well Development | hour | 130.00 |
| Support Truck | day | 200.00 | Equipment Decontamination | hour | 120.00 |
| Support Boat | day | 220.00 | Well Completion (flush mount) | each | 260.00 |
| Support Airboat | day | 700.00 | Well Completion (above ground) | each | 350.00 |
| Coring Machine | day | 150.00 | Pavement Cores (no MOT w/ base check) | each | 260.00 |
| GPS Unit | day | 120.00 | Pavement Cores (no MOT w/o base check) | each | 210.00 |
| Clearing Equipment | day | 2,100.00 | Roadway Pavement Cores (day with MOT) | each | 350.00 |
| Chainsaw | day | 70.00 | Roadway Pavement Cores (night with MOT) | each | 400.00 |
| Steam Cleaner | day | 150.00 | MOT Portable Safety Signs | day | 65.00 |
| Soil Survey/Coring Crew (2 person) | hour | 220.00 | MOT Channelization Cones (each) | day | 6.50 |
| Soil Survey/Coring Crew (3 person) | hour | 270.00 | MOT Attenuator Truck | hour | 250.00 |
| Ground Penetrating Radar (2 person) | hour | 400.00 | MOT Arrow Board | day | 75.00 |
| Temporary Piezometer | foot | 39.00 | MOT Traffic Control Officer | hour | 90.00 |
| Baroid (Bag) | each | 50.00 | Hole Plug (Bag) | each | 35.00 |

| *Construction Materials Testing Field Services | | | | | |
|---|---|---|---|---|---|
| **Item** | **Unit** | **Cost** | **Item** | **Unit** | **Cost** |
| Concrete/grout/mortar sampling/testing | hour | $85.00 | In-Place Density Tests (Min. 4 per trip) | each | $32.00 |
| Rebound Hammer Testing | hour | 85.00 | Soil-Cement Sampling | hour | 85.00 |
| Windsor Probe Test | each | 50.00 | Minimum Trip Charge | trip | 128.00 |
| Paint Thickness Testing | hour | 85.00 | Floor Flatness Survey | day | 700.00 |

| Soil/Sediment/Surface Water/Groundwater Sampling Equipment | | | | | |
|---|---|---|---|---|---|
| **Item** | **Unit** | **Cost** | **Item** | **Unit** | **Cost** |
| Core Sampler | day | $20.00 | Organic Vapor Analyzer | day | $175.00 |
| Dredge Sediment Sampler | day | 40.00 | Multi-Parameter Water Quality | day | 165.00 |
| Decontamination Station (hand sampling) | day | 40.00 | Turbidity Meter | day | 60.00 |
| Peristaltic Pump | day | 60.00 | Dissolved Oxygen Meter | day | 60.00 |
| Submersible Pump w/ Variable Speed | day | 300.00 | Photoionization Detector | day | 175.00 |
| Centrifugal Pump | day | 100.00 | pH Meter w/ Calibration Kit | day | 60.00 |
| 100 ft Water Level Meter | day | 50.00 | Poly Sample Tubing | foot | 2.00 |
| 100 ft Oil/Water Interface Probe | day | 100.00 | Silicon Pump Tubing (Peristaltic) | foot | 5.00 |
| Expendable Sampling Equipment | day | 75.00 | Flow-Through Filtration | each | 30.00 |
| Expendable Point | each | 35.00 | Miscellaneous Supplies | day | 75.00 |

* 50% Surcharge for Night/Weekend Work

# 2023 Fee Schedule

| *Truck Drill Rig Unit Rates | Depth (ft): | 0 - 50 | 50 – 100 | 100 - 150 | 150 - 200 | 200 - 250 | 250 – 300 |
|---|---|---|---|---|---|---|---|
| SPT Borings – Truck | foot | $19.00 | $21.00 | $34.00 | $46.00 | $62.00 | $74.00 |
| Auger/Rotary Wash Borings – Truck | foot | 14.00 | 17.00 | 21.50 | 26.00 | 31.00 | 43.00 |
| CPT Soundings – Truck | foot | 18.00 | 20.00 | 22.00 | 24.00 | 26.00 | 28.00 |
| HW Rock Coring – Truck | foot | 56.00 | 61.00 | 66.00 | 76.00 | 85.00 | 95.00 |
| 3-inch Casing – Truck | foot | 12.00 | 15.00 | 19.50 | 23.50 | 26.50 | 33.00 |
| 4-inch Casing – Truck | foot | 14.00 | 17.00 | 21.50 | 25.50 | 28.50 | 34.00 |
| Additional Split Spoon Samples – Truck | each | 58.00 | 67.00 | 89.00 | 130.00 | 150.00 | 165.00 |
| Undisturbed Samples – Truck | each | 225.00 | 245.00 | 305.00 | 345.00 | 430.00 | 480.00 |
| Borehole Grouting – Truck | foot | 8.00 | 10.00 | 12.00 | 15.50 | 17.50 | 20.00 |

| *Mud Bug Drill Rig Unit Rates | Depth (ft): | 0 - 50 | 50 – 100 | 100 - 150 | 150 - 200 | 200 - 250 | 250 – 300 |
|---|---|---|---|---|---|---|---|
| SPT Borings – Mud Bug | foot | $23.50 | $26.50 | $43.00 | $58.00 | $78.00 | $90.00 |
| Auger/Rotary Wash Borings – Mud Bug | foot | 17.25 | 21.50 | 26.50 | 32.75 | 39.50 | 55.00 |
| CPT Soundings – Mud Bug | foot | 22.00 | 24.00 | 27.00 | 29.00 | 32.00 | 34.00 |
| HW Rock Coring – Mud Bug | foot | 68.75 | 75.00 | 81.75 | 94.00 | 107.00 | 119.50 |
| 3-inch Casing – Mud Bug | foot | 14.50 | 19.00 | 24.50 | 30.00 | 34.00 | 40.00 |
| 4-inch Casing – Mud Bug | foot | 17.00 | 20.75 | 26.50 | 32.00 | 36.00 | 43.00 |
| Additional Split Spoon Samples – Mud Bug | each | 68.00 | 79.00 | 112.00 | 158.00 | 185.00 | 210.00 |
| Undisturbed Samples – Mud Bug | each | 275.00 | 300.00 | 375.00 | 425.00 | 525.00 | 587.50 |
| Borehole Grouting – Mud Bug | foot | 9.75 | 12.50 | 15.00 | 19.00 | 22.00 | 24.50 |

| *Barge/Track/Amphibious Drill Rig Unit Rates | Depth (ft): | 0 - 50 | 50 – 100 | 100 - 150 | 150 - 200 | 200 - 250 | 250 – 300 |
|---|---|---|---|---|---|---|---|
| SPT Borings – B/T/A | foot | $28.00 | $32.00 | $52.00 | $70.00 | $94.00 | $112.00 |
| Auger/Rotary Wash Borings – B/T/A | foot | 21.00 | 24.50 | 30.50 | 38.00 | 46.00 | 64.00 |
| CPT Soundings – B/T/A | foot | 24.00 | 27.00 | 30.00 | 33.00 | 36.00 | 39.00 |
| HW Rock Coring – B/T/A | foot | 83.00 | 90.00 | 98.00 | 113.00 | 128.00 | 144.00 |
| 3-inch Casing – B/T/A | foot | 17.50 | 22.50 | 29.00 | 35.00 | 40.00 | 48.00 |
| 4-inch Casing – B/T/A | foot | 21.00 | 26.00 | 32.00 | 38.00 | 42.50 | 50.00 |
| Additional Split Spoon Samples – B/T/A | each | 78.00 | 100.00 | 140.00 | 200.00 | 230.00 | 255.00 |
| Undisturbed Samples – B/T/A | each | 332.00 | 363.00 | 450.00 | 510.00 | 630.00 | 705.00 |
| Borehole Grouting – B/T/A | foot | 12.00 | 14.00 | 17.00 | 22.00 | 26.00 | 29.00 |

## Geotechnical and Construction Materials Laboratory Services

| Item | Unit | Cost | Item | Unit | Cost |
|---|---|---|---|---|---|
| Natural Moisture Content | each | $20.00 | Consolidation with Rebound (12 loads) | each | $700.00 |
| Percent Fines | each | 55.00 | Consolidation Additional Loads | each | 100.00 |
| Sieve Analysis - Soil | each | 80.00 | Consolidation Extended Loads | each | 165.00 |
| Sieve Analysis – Aggregate ≤ 1-inch | each | 200.00 | UU Triaxial Shear Strength (Q) | each | 510.00 |
| Sieve Analysis – Aggregate > 1-inch | each | **200.00 | CU Triaxial Shear Strength (R) | each | 570.00 |
| Hydrometer Analysis | each | 155.00 | CD Triaxial Shear Strength (S) | each | 660.00 |
| Organic Content | each | 54.00 | Pocket Penetrometer/Torvane Shear Strength | each | 28.00 |
| Atterberg Limits (Plastic & Liquid Limits) | each | 140.00 | Standard/Modified Proctor | each | 140.00 |
| Corrosion Series | each | 280.00 | Standard/Modified Proctor (Aggregate) | each | 165.00 |
| Specific Gravity - Soil | each | 90.00 | Limerock Bearing Ratio | each | 390.00 |
| Bulk Specific Gravity - Asphalt | each | 60.00 | California Bearing Ratio | each | 390.00 |
| Unit Weight – Soil | each | 55.00 | Florida Bearing Value | each | 70.00 |
| Bulk Density / Void Content - Aggregate | each | 75.00 | Asphalt Content | each | 135.00 |
| Unconfined Compression – Soil | each | 225.00 | Asphalt Gradation | each | 90.00 |
| Unconfined Compression – Rock | each | 160.00 | Soundness - Magnesium | each | **100.00 |
| Splitting Tensile – Rock | each | 175.00 | Compressive Strength Testing: | | |
| Carbonate Content | each | 200.00 | Concrete Cylinders | set of 4 | 110.00 |
| Los Angeles Abrasion | each | **400.00 | Soil Cement Specimens | set of 3 | 110.00 |
| Permeability | each | 370.00 | Grout Prisms | set of 4 | 110.00 |
| Permeability with Backpressure Saturation | each | 475.00 | Mortar Cubes | set of 3 | 110.00 |

## Contamination Testing Laboratory Services

| Item | Unit | Cost | Item | Unit | Cost |
|---|---|---|---|---|---|
| RCRA 8 Metals (Water/Soil) | each | $160.00 | Arsenic (Water/Soil) | each | $30.00 |
| Herbicide/Pesticide Group (Water/Soil) | each | 550.00 | PFAS (Water/Soil) | each | 600.00 |
| Gasoline/Kerosene Group (Water) | each | 450.00 | Gasoline/Kerosene Group (Soil) | each | 400.00 |
| Used Oil Group (Water) | each | 815.00 | Used Oil Group (Soil) | each | 800.00 |

* 50% Surcharge for Night/Weekend Work

** Additional sample preparation time based on sample size

| Marr Traffic - Q-23-01-COC-T2 for Continuing Services Agreement for Traffic Engineering Rates | |
|---|---|
| | |
| **Turning Movement Counts** | **Rate** |
| 4 Hour TMC | $385 |
| 5 Hour TMC | $420 |
| 6 Hour TMC | $455 |
| 7 Hour TMC | $505 |
| 8 Hour TMC | $550 |
| 9 Hour TMC | $575 |
| 10 Hour TMC | $600 |
| 11 Hour TMC | $630 |
| 12 Hour TMC | $660 |
| 13 Hour TMC | $695 |
| 14 Hour TMC | $725 |
| 16 Hour TMC | $825 |
| 24 Hour TMC | $1,150 |
| | |
| **Volume/Speed Counts** | |
| 24 Hour Volume & Class | $300 |
| 48 Hour Volume & Class | $400 |
| 72 Hour Volume & Class | $500 |
| 5 Day Volume & Class | $600 |
| 7 Day Volume & Class | $700 |
| 24 Hour Bi-Directional Speed | $300 |
| 48 Hour Bi-Directional Speed | $400 |
| 72 Hour Bi-Directional Speed | $500 |
| 5 Day Bi-Directional Speed | $600 |
| 7 Day Bi-Directional Speed | $700 |
| 24 Hour Bi-Directional Interstate Mainline Counts | $1,250 |
| 48 Hour Bi-Directional Interstate Mainline Counts | $2,500 |
| | |
| **Footage Only (Per Day)** | $250 |

| | |
|---|---|
| **Pedestrian Counts** | |
| **4 Hour Pedestrian Count** | **$265** |
| **6 Hour Pedestrian Count** | **$290** |
| **8 Hour Pedestrian Count** | **$315** |
| **12 Hour Pedestrian Count** | **$350** |
| **24 Hour Pedestrian Count** | **$600** |

Note: The above are raw data collection rates and does not include signed and sealed report to be performed and produced by Metric Engineering, Inc.

**T2 UES, Inc.**
**BASIS OF HOURLY LOADED RATES**

Based on Payroll Register Dated: 3-Feb-23

| | | |
|---|---|---|
| **Secretary / Clerical** | **Total Loaded Hourly Rate:** | **$ 84.21** |
| **Senior Utility Coordinator** | **Total Loaded Hourly Rate:** | **$ 165.11** |
| **SUR Chief Surveyor** | **Total Loaded Hourly Rate:** | **$ 224.75** |
| **SUR Crew Chief** | **Total Loaded Hourly Rate:** | **$ 106.33** |
| **SUR Instrument Operator** | **Total Loaded Hourly Rate:** | **$ 72.60** |
| **SUR Rod Person** | **Total Loaded Hourly Rate:** | **$ 57.40** |
| **SUR Senior Surveyor 1** | **Total Loaded Hourly Rate:** | **$ 160.43** |
| **SUR Senior Surveyor 2** | **Total Loaded Hourly Rate:** | **$ 189.00** |
| **SUR SUE Technician 3** | **Total Loaded Hourly Rate:** | **$ 83.43** |
| **SUR Survey/GIS/SUE Analyst 3** | **Total Loaded Hourly Rate:** | **$ 103.33** |
| **SUR Surveyor** | **Total Loaded Hourly Rate:** | **$ 117.05** |
| **Technician Aid** | **Total Loaded Hourly Rate:** | **$ 55.08** |

**T2 UES, Inc.**
**BASIS OF CREW LOADED RATES**

| | | |
|---|---|---|
| **Designating Equipment** | $ | 28.00 |
| **Vacuum Excavation Equipment** | $ | 63.00 |

**Maintenance of Traffic**

| Classification | Hourly Loaded Rate | | Rate Factors/Hour | | Total Loaded Rate | |
|---|---|---|---|---|---|---|
| SUR SUE Technician 3 (Senior) | $ | 83.43 | | 3 | $ | 250.29 |
| | | | Per Hour | | $ | 250.29 |

**2-Person Designating Crew**

| Classification | Hourly Loaded Rate | | Rate Factors/Hour | | Total Loaded Rate | |
|---|---|---|---|---|---|---|
| SUR SUE Technician 3 (Senior) | $ | 83.43 | | 2 | $ | 166.86 |
| | | | Subtotal | | $ | 166.86 |
| Des Equip | $ | 28.00 | | 1 | $ | 28.00 |
| | | | Per Hour | | $ | 194.86 |
| | 8 Hours | | Per Day | | $ | 1,558.88 |

**3-Person Designating Crew**

| Classification | Hourly Loaded Rate | | Rate Factors/Hour | | Total Loaded Rate | |
|---|---|---|---|---|---|---|
| SUR SUE Technician 3 (Senior) | $ | 83.43 | | 3 | $ | 250.29 |
| | | | Subtotal | | $ | 250.29 |
| Des Equip | $ | 28.00 | | 1 | $ | 28.00 |
| | | | Per Hour | | $ | 278.29 |
| | 8 Hours | | Per Day | | $ | 2,226.32 |

**2-Person Locating Crew**

| Classification | Hourly Loaded Rate | | Rate Factors/Hour | | Total Loaded Rate | |
|---|---|---|---|---|---|---|
| SUR SUE Technician 3 (Senior) | $ | 83.43 | | 2 | $ | 166.86 |
| | | | Subtotal | | $ | 166.86 |
| Vac Equip | $ | 63.00 | | 1 | $ | 63.00 |
| | | | Per Hour | | $ | 229.86 |
| | 8 Hours | | Per Day | | $ | 1,838.88 |

**3-Person Locating Crew**

| Classification | Hourly Loaded Rate | | Rate Factors/Hour | | Total Loaded Rate | |
|---|---|---|---|---|---|---|
| SUR SUE Technician 3 (Senior) | $ | 83.43 | | 3 | $ | 250.29 |
| | | | Subtotal | | $ | 250.29 |
| Vac Equip | $ | 63.00 | | 1 | $ | 63.00 |
| | | | Per Hour | | $ | 313.29 |
| | 8 Hours | | Per Day | | $ | 2,506.32 |

**T2 UES, Inc.**
**BASIS OF CREW LOADED RATES**

**2-Person Survey Crew**

| Classification | Hourly Loaded Rate | Rate Factors/Day | Total Loaded Rate |
|---|---|---|---|
| SUR Crew Chief | $ 106.33 | 1 | $ 106.33 |
| SUR Instrument Operator | $ 72.60 | 1 | $ 72.60 |
| | | | $ 178.93 |
| | | | $ 1,431.43 |

**3-Person Survey Crew**

| Classification | Hourly Loaded Rate | Rate Factors/Day | Total Loaded Rate |
|---|---|---|---|
| SUR Crew Chief | $ 106.33 | 1 | $ 106.33 |
| SUR Instrument Operator | $ 72.60 | 1 | $ 72.60 |
| SUR Rod Person | $ 57.40 | 1 | $ 57.40 |
| | | Per Hour | $ 236.33 |
| | 8 Hours | Per Day | $ 1,890.65 |

**4-Person Survey Crew**

| Classification | Hourly Loaded Rate | Rate Factors/Day | Total Loaded Rate |
|---|---|---|---|
| SUR Crew Chief | $ 106.33 | 1 | $ 106.33 |
| SUR Instrument Operator | $ 72.60 | 1 | $ 72.60 |
| SUR Rod Person | $ 57.40 | 2 | $ 114.80 |
| | | Per Hour | $ 293.73 |
| | 8 Hours | Per Day | $ 2,349.86 |

TLP ENGINEERING CONSULTANTS

# CITY OF COCOA
# LOADED RATES

| | |
|---|---|
| Labor | 100.00% |
| Overhead Rate | **147.80%** |
| FCCM | **0.036%** |
| Operating Margin | **45.00%** |
| Direct Expense | **0.33%** |
| Total Multiplier | **293.17%** |

| CLASSIFICATION | AVERAGE HOURLY RATE (RAW) | LOADED BILLABLE RATE |
|---|---|---|
| Chief Engineer | 100.00 | 293.17 |
| Senior Engineer | 71.98 | 211.02 |
| Engineer | 52.46 | 153.79 |
| Engineer Intern | 34.88 | 102.26 |
| Chief Designer | 58.52 | 171.56 |

# EXHIBIT B
# RFQ Q-23-01-COC

# EXHIBIT C
# Engineer's Response to RFQ Q-23-01-COC

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 23-212 | **Version:** | 1 | **Name:** | |
| **Type:** | Informational Item | | | **Status:** | Multi-Year Contract |
| **File created:** | 3/23/2023 | | | **In control:** | City Council |
| **On agenda:** | 3/30/2023 | | | **Final action:** | |
| **Title:** | Approve a multi-year purchase of critical infrastructure technology services and authorize the City Manager to execute the multi-year service order. (Chief Technology Officer) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: March 20, 2023
Agenda Date: March 30, 2023
Prepared By: Robert Beach, Chief Technology Officer
Requested Action:
Approve a multi-year purchase of critical infrastructure technology services and authorize the City Manager to execute the multi-year service order.

## BACKGROUND:

The proposed technology service is “critical infrastructure” as defined in Section 119.0725, Florida Statutes. The incapacity or destruction of these services would negatively affect security, economic security, public health, or public safety of the citizens of Cocoa and is confidential. This multi-year purchase will cover six and one-half years. The FY 2023 budget will be provided through an interdepartmental line-item transfer. Budget for future fiscal years will be included in the adopted budget.

## STRATEGIC PLAN CONNECTION:

N/A

## BUDGETARY IMPACT:

FY 2023
Amount Requested: $5,495.00
FY 2024
Amount Requested: $13,188.00
FY 2025

Amount Requested: $13,188.00
FY 2026
Amount Requested: $13,188.00
FY 2027
Amount Requested: $13,188.00
FY 2028
Amount Requested: $7,693.00

## PREVIOUS ACTION:

N/A

## RECOMMENDED MOTION:

Approve a multi-year purchase of critical infrastructure technology services and authorize the City Manager to execute the multi-year service order.

## Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 23-192 | **Version:** | 1 | **Name:** | |
| **Type:** | Report | | | **Status:** | Council Busines |
| **File created:** | 3/9/2023 | | | **In control:** | City Council |
| **On agenda:** | 3/30/2023 | | | **Final action:** | |
| **Title:** | Approve the current Code Enforcement Lien for the property located at 1206 N Cocoa Blvd., be reduced to $2,500.00 as recommended by the Code Enforcement Board. (Chief of Police) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | LR - 1206 N Cocoa Blvd.pdf<br>2. NOV_ 14 Oct 21.pdf<br>BCPAO Property Details.pdf<br>Staff Report for Lien Reduction-1206.pdf<br>Cost Affidavit Form -1206 N Cocoa Blvd.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: March 9, 2023
Agenda Date: March 30, 2023
Prepared By: Darla Crowl, (Code Enforcement Coordinator)
Through: Evander Collier, IV (Police Chief)
Requested Action:
Approve the current Code Enforcement Lien for the property located at 1206 N Cocoa Blvd., be reduced to $2,500.00 as recommended by the Code Enforcement Board.

## BACKGROUND:

**CASE # #21-0675**

The Code Enforcement Board held a public hearing on **4/17/2017**, at which time the Board found the owner, QABLAWI, NEZAR in violation of the following: ***I.Accessory Structures Ch 6 Sec. 6-1001 (g), II.Accum. Of Trash and Litter Ch 6 Sec. 6-900 (b)(1)a-d, XXVII.Protective Treatment, Ch 6 Sec. 6-1003 (b) and XXXVI.Weeds, Ch 6 Sec. 6-1001(d)***

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a lien was imposed against the property effective **3/17/2022.** The lien ran at **$100.00** per day from **4/17/2022** until compliance was achieved on **1/9/2023**. Code records show onsite inspections were conducted by Officer Murdick and

Gonzalez, and I. The case was closed leaving a fine of $26,830.00.The current owner, QABLAWI, NEZAR, is requesting that the lien be reduced to **$0 Total Forgivness.**

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

- Whether the current owner owned the property at the time the violation(s) occurred; **No**
- Applicant resides at the property: **Yes**
- The number of violations related to the subject lien; **Four**
- Number of Inspections performed: **9**
- Property Taxes: **Taxes paid through 2022**
- Other Liens: **Records show no outstanding liens on the property. No Water Liens**
- Property Inspection: **2/14/2023 and was incompliance before Code Board Hearing. An inspection will occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **$106,690** according the Brevard County Property Appraiser as a vacant residential lot. Property was cited with a home.

Staff submits their cost sheet and the in the total amount of **$2,384.14**

Staff's recommendation is that the fine/lien be reduced to **$2,384.14** which is the cost of staff to prosecute this case**.** This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

## STRATEGIC PLAN CONNECTION:

Crime, Image and Community Development

## BUDGETARY IMPACT:

None

## PREVIOUS ACTION:

The Code Enforcement Board, at its regular meeting February 16, 2023, recommended that the lien be reduced to $2,500.00.

## RECOMMENDED MOTION:

Approve the current Code Enforcement Lien for the property located at 1206 N Cocoa Blvd., be

reduced to $2,500.00 as recommended by the Code Enforcement Board.



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CR#4961

Application # CE - 21 - 0674

# LIEN REDUCTION APPLICATION

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

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

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

· For Office Use Only - Date Received

RECEIVED
JAN 10 2023
BY:

Stamp Only When Application is Fully Complete

**Please TYPE or PRINT this application neatly.**

1. Date: 1-10-23

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

Company (if applicable): _____

Name: Nezar Qablawi

Mailing Address: 307 Taft Ave

City: Cocoa Bch State: FL Zip Code: 32931

Phone #: 321.652.0408 Fax #: _____

Mobile #: 321 403 1019 E-mail: tonyaq007@gmail.com

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

Company (if applicable): _____

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

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

Street Address and Location: 1206 N Cocoa Blvd., Cocoa FL 32922

Parcel ID:

2 4 - 3 6 - 2 1 - B m - * - 5 . 0 □ 7 -

□ □ □ □ . □ □

Tax Account Number:

2 4 1 6 8 7 6

Existing Use(s) on Property: Vacant

Proposed Use(s) on Property: for sale

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

Nature of Violation(s): Ch 6 Sec. 6-900(b)(1) a-d, Protective Treatment, Ch 6 Sec. 6-1003(b) Ch 6 Sec. 6-1003(a), Ch 6 Sec. 6-1001(d)

Date Fine or Lien Imposed: $250 per day  Amount of Fine: $26,830.00

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

Date upon which the subject property was brought into compliance: 1-5-23

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

Code enforcement case number: CE-21-0674

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

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

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

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

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

I was not aware of these violations, had I known I would have taken care of them immediately. It was due to a mailing address for not receiving notices, it has been updated with property appraiser

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

Because I was not aware of any violations, did not receive the notice. There was no violations notice sticken on the property.

Amount you are requesting that the lien be reduced to: #0 / forgiveness

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

Painted the building recipt & material, repair fence, trim tree branches, weeding & cleaning of debris. Updated mailing address with Property appraiser

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

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

   a. ☒ **Notarized application.**

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

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

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

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

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

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

9. **Board Action.** An Inspection of the property must be performed to be scheduled at the Code Board. Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.

10. **City Council Action.** An Inspection of the property must be performed to be scheduled before council. Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.

11. **Inspections.** I agree to allow Code Enforcement to inspect my property and give consent to walk the property before proceeding with this reduction ☒ YES ☐ NO

**Signature below will also show that consent to inspect was given by the property owner or representitive.**

12. **Signatures and Notarization.**

STATE OF Florida COUNTY OF Brevard. I, Nezar Qablawi being first duly sworn, depose and say that:

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

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

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

(APPLICANT SIGNATURE)

Notary Public State of Florida
Darla D Crowl
My Commission HH 327608
Expires 11/1/2026

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

Personally Known ☒ OR Produced Identification ☐

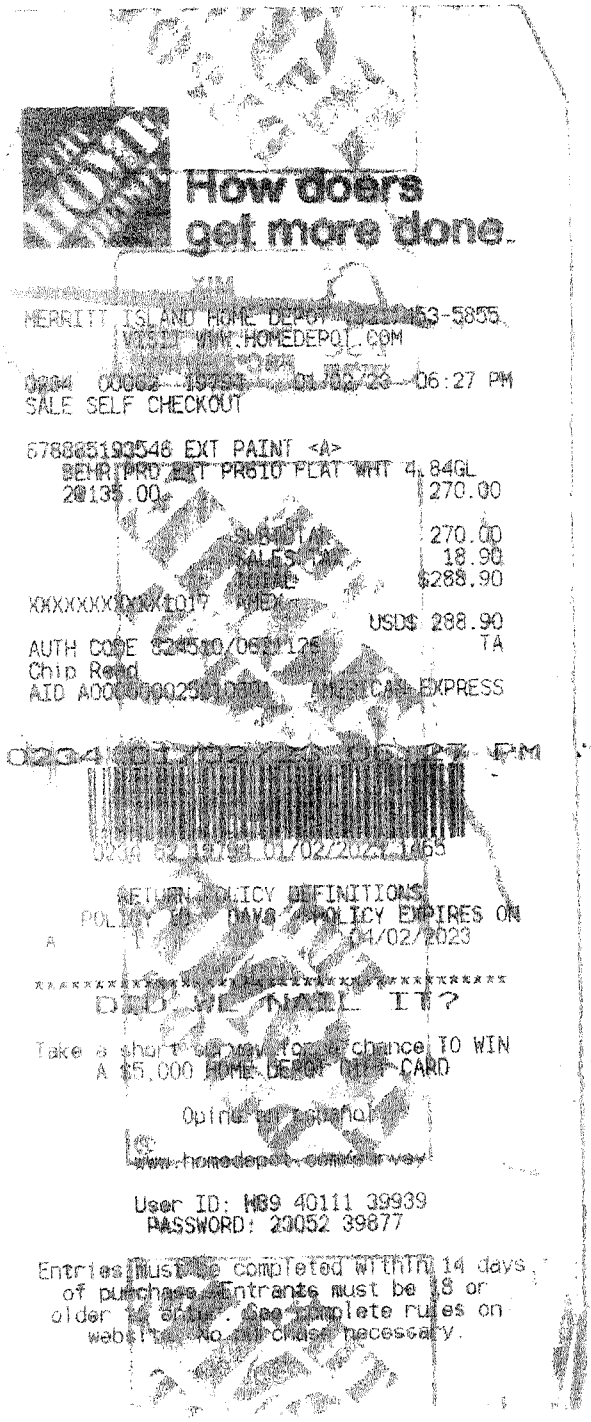
Type of I.D. Produced _____

Darla D. Crowl
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 10 day of January, 20 23

material



How doers get more done.

MERRITT ISLAND HOME DEPOT [illegible]-5855
VISIT WWW.HOMEDEPOT.COM

0234 00052 95797 01/28/23 06:27 PM
SALE SELF CHECKOUT

678885193546 EXT PAINT <A>
BEHR PRO EXT PR610 FLAT WHT 4.84GL
20135.00 270.00

SUBTOTAL 270.00
SALES TAX 18.90
TOTAL $288.90

XXXXXXXXXXX1017 AMEX
USD$ 288.90
AUTH CODE 624500/052126 TA
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AID A0000000025010701 AMERICAN EXPRESS

0234 [illegible] 06:27 PM
0234 52 95797 01/28/2023 1865

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 90 04/28/2023

**********
DID WE NAIL IT?

Take a short survey for a chance TO WIN
A $5,000 HOME DEPOT GIFT CARD

Opinion on receipt

www.homedepot.com/survey

User ID: MB9 40111 39939
PASSWORD: 20052 39877

Entries must be completed WITHIN 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.

MERRITT ISLAND HOME DEPOT [illegible]
VISIT WWW.HOMEDEPOT.COM

0234 00051 95797 12/29/22 07:05 PM
SALE CASHIER ARSCENIO

678885193577 EXT PAINT <A>
BEHR PRO EXT PR610 FLAT DEEP [illegible]
2030.96 [illegible]
0024 [illegible] PRIMER GRA <A> 29.98
BEHR PRO LATEX PRIMER 430-126 QT
678885193546 EXT PAINT <A>
BEHR PRO EXT PR610 FLAT WHT 4.84GL
20135.00 270.00
077089211[illegible] ORNGE PRO PM <A> 4.28
9 IN HD ROLLER FRAME W ORG HNDLE
077089147124 ROLL COVER <A>
BETTER 9 X 1 1/4 IN KNIT POLY ROLL
205.17 10.24
077089100307 3PK 1/2 GRN <A> 11.24
BEST 9 X 1/2 IN WOVEN ROLL COV 3PK

SUBTOTAL [illegible]
SALES TAX 27.20
TOTAL $415.26

XXXXXXXXXXX1017 AMEX
USD$ 415.26
AUTH CODE 622389/451300 TA
Chip Read
AID A0000000025010701 AMERICAN EXPRESS

0234 [illegible] 07:04 PM
0234 51 95797 12/29/2022 [illegible]

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 03/29/2023

**********
DID WE NAIL IT?

Take a short survey for a chance TO WIN
A $5,000 HOME DEPOT GIFT CARD

Opinion on receipt

www.homedepot.com/survey

User ID: MB9 [illegible]
PASSWORD: 22029 [illegible]

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.

RECEIPT No. 528235

DATE 12-28-22

FROM Amelia Q. $ 287.00

DOLLARS

○ FOR RENT
○ FOR Pressure wash, tree trim 1206 Cocoa BLVD

| | | | |
|---|---|---|---|
| ACCT. | | ● CASH | 1202 Cocoa Blvd |
| PAID | 287.00 | ○ CHECK | FROM TO |
| DUE | | ○ MONEY ORDER | BY Don |
| | | ○ CREDIT CARD | A-1162 T-4161 |

RECEIPT No. 528236

DATE 12-30-22

FROM Amelia Q. $ 150.00

1202 N COCOA BLVD, 1206 N COCOA BLVD DOLLARS

○ FOR RENT
○ FOR Fence repair, weeding, removing trash

| | | | |
|---|---|---|---|
| ACCT. | | ● CASH | |
| PAID | 150.00 | ○ CHECK | FROM TO |
| DUE | | ○ MONEY ORDER | BY Raj |
| | | ○ CREDIT CARD | A-1162 T-4161 |

# Job Work Order

☐ ESTIMATE VALID FOR 30 DAYS.

DATE JAN 5th 2023 ☐ SERVICE ☐ INSTALL ☐ WILL CALL ☐ DELIVER

PHONE

NAME NEZAR DABLAWI

MAKE

ADDRESS

MODEL

SERIAL

REASON(S) SERVICED

NATURE OF SERVICE REQUEST

| QTY. | PART # | DESCRIPTION OF PARTS OR MATERIALS | PRICE | AMOUNT |
|---|---|---|---|---|
| | | PAINTING OF 2 | | |
| | | BUILDINGS ON US1 | | |
| | | COCOA FLA. | | |
| | | | | |
| | | PRESSURE WASH | | |
| | | 2 COATS ON WALLS | | |
| | | 2 COATS ON ALL BLUE | | |
| | | TRIM + DOORS. | PD CK 959 | |
| | | | | |

LABOR PERFORMED

1202 + 1206
N COCOA BLV.

321-522-6516

| | |
|---|---|
| TOTAL MATERIALS | |
| TAX | |
| TOTAL LABOR | |
| | |
| TOTAL AMOUNT | $ 1,800.00 |

DATE WANTED

DEPOSIT

RECEIVED BY Gregory D. Heard

ESTIMATES ARE FOR LABOR ONLY. MATERIAL ADDITIONAL. WE WILL NOT BE RESPONSIBLE FOR LOSS OR DAMAGE CAUSED BY FIRE, THEFT, TESTING, OR ANY OTHER CAUSES BEYOND OUR CONTROL.

AUTHORIZED BY

Job Work Order
TRIPLICATE

TERMS - NET CASH
NO GOODS HELD OVER 30 DAYS

Material



How doers get more done.

MERRITT ISLAND HOME DEPOT (321)453-5855
VISIT WWW.HOMEDEPOT.COM

0234 00051 08568 01/04/23 10:24 AM
SALE SELF CHECKOUT

050134990708 KEY LOCK <A> 10.97
DEFIANT BRANDYWINE ENTRY KNOB SS
678885198546 EXT PAINT <A> 135.00
BEHR PRO EXT PR510 FLAT WHT 4.84GL

| | |
|---|---|
| SUBTOTAL | 145.97 |
| SALES TAX | 10.22 |
| TOTAL | $156.19 |

XXXXXXXXXXX1017 AMEX
USD$ 156.19
AUTH CODE 800042,8511922 TA
Chip Read
AID A0000000250108O1 AMERICAN EXPRESS

0234 01/04/23 10:24 AM



0234 51 08568 01/04/2023 1056

RETURN POLICY DEFINITIONS

| | POLICY ID | DAYS | POLICY EXPIRES ON |
|---|---|---|---|
| A | 1 | 90 | 04/04/2023 |

**********
DID WE NAIL IT?

Take a short survey for a chance TO WIN
A $5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H89 17659 17476
PASSWORD: 23054 17425

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.

**Cocoa Police Department**
**Code Enforcement Division**
**1226 W. KING ST**
**COCOA, FL 32922**

**DATE:** 10/14/2021
**CASE:** 21-0674

To: QABLAWI, NEZAR
1206 N COCOA BLVD
COCOA, FL 32922

# Notice of Violation

Address of Violation: 1206 N COCOA BLVD COCOA FL 32922
Parcel Control No.: 24-36-21-BM-*-5.07
Legal Description: DIXONS SUBD PART OF LOT 5 E OF RD AS DES INORB 417 PG 7

PURSUANT to Section 162.06, *Florida Statutes*, and Chapter 6, of the City of Cocoa Code of Ordinances, the undersigned Code Enforcement Officer hereby gives notice of violation(s) of the City Of Cocoa Code of Ordinances, as more specifically described below. Respondent(s) is/are hereby Notified that corrective action(s) to cure the Violation(s) must be taken. The following must be corrected within 30 days.

***City of Cocoa Code Violation(s):***

*I.Accessory Structures Ch 6 Sec. 6-1001 (g)*

*II.Accum. Of Trash and Litter Ch 6 Sec. 6-900 (b)(1)a-d*

*XXVII.Protective Treatment, Ch 6 Sec. 6-1003 (b)*

*XXXVI.Weeds, Ch 6 Sec. 6-1001(d)*



**Corrective Action*:***

*I-Please repair & maintain or remove any and all accessory structures (fences, walls, sheds, etc.)*

*II-Please remove or place all outside storage, trash, junk, and debris in a fully enclosed building.*

*XXVII-Please clean or paint the structure.*

*XXXVI-Please Mow, remove, and Maintain all areas of the property.*

In the event that the violation is/are not corrected within the time, set forth above a Notice to Appear will be sent scheduling this matter to the City of Cocoa Code Enforcement Board For further action. The Code Enforcement Board may enter an order requiring the Respondent(s) to correct the violation(s) and penalties may be assessed up to $250 per day for first time violations described in this notice until the violation(s) has/have been corrected. If the violation(s) is/are corrected within the time required, the Respondent(s) must immediately notify the Code Enforcement Officer and request an inspection. If the respondent requires additional time, it is the respondent's duty to notify the code enforcement officer to determine reasonable time.

If you have any questions regarding this Notice of Violation or the recommendations contained herein, do not hesitate to contact the below signed Code Enforcement Officer.

*Augusto Gonzalez-Ruiz*

**Augusto Gonzalez**
Code Enforcement Officer
321-482-4608|aruiz@cocoafl.org

# Brevard County Property Appraiser

Titusville • Viera • Melbourne • Palm Bay

Phone: (321) 264-6700
https://www.bcpao.us

## PROPERTY DETAILS

| | |
|---|---|
| Account | 2416876 |
| Owners | QABLAWI, NEZAR |
| Mailing Address | 1206 N COCOA BLVD COCOA FL 32922 |
| Site Address | 1206 N COCOA BLVD COCOA FL 32922 |
| Parcel ID | 24-36-21-BM-*-5.07 |
| Property Use | 2730 - USED AUTOMOBILE SALES |
| Exemptions | NONE |
| Taxing District | 23D0 - COCOA |
| Total Acres | 0.70 |
| Subdivision | DIXONS SUBD |
| Site Code | 0300 - U S 1 |
| Plat Book/Page | 0001/0024 |
| Land Description | DIXONS SUBD PART OF LOT 5 E OF RD AS DES IN ORB 417 PG 7 |




## VALUE SUMMARY

| Category | 2021 | 2020 | 2019 |
|---|---|---|---|
| Market Value | $119,470 | $126,260 | $124,550 |
| Agricultural Land Value | $0 | $0 | $0 |
| Assessed Value Non-School | $119,470 | $126,260 | $124,550 |
| Assessed Value School | $119,470 | $126,260 | $124,550 |
| Homestead Exemption | $0 | $0 | $0 |
| Additional Homestead | $0 | $0 | $0 |
| Other Exemptions | $0 | $0 | $0 |
| Taxable Value Non-School | $119,470 | $126,260 | $124,550 |
| Taxable Value School | $119,470 | $126,260 | $124,550 |

## SALES/TRANSFERS

| Date | Price | Type | Instrument |
|---|---|---|---|
| 02/16/2017 | -- | QC | 8232/1753 |
| 10/01/1999 | $300,000 | WD | 4075/3005 |
| 07/19/1999 | -- | QC | 4044/0306 |
| 07/01/1986 | -- | WD | 2710/1584 |
| 07/01/1986 | -- | NN | 2710/1581 |
| 06/26/1986 | $194,000 | WD | 2710/1587 |

## BUILDINGS

### PROPERTY DATA CARD #1

**Building Use:** 2730 - USED AUTOMOBILE SALES

| Materials | | Details | |
|---|---|---|---|
| Exterior Wall: | STUCCO | Year Built | 1962 |
| Frame: | MASNRYCONC | Story Height | 11 |
| Roof: | BU-TG/MMBRN | Floors | 1 |
| Roof Structure: | WOOD TRUSS | Residential Units | 1 |
| | | Commercial Units | 0 |

| Sub-Areas | | Extra Features | |
|---|---|---|---|
| Base Area (1st) | 1,771 | Paving - Asphalt | 12,592 |
| Open Porch | 387 | Carport | 516 |
| Total Base Area | 1,771 | Paving - Concrete | 3,756 |
| Total Sub Area | 2,158 | Fence - Wood 6' | 160 |

CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT
**2/16/2023**

LIEN REDUCTION REQUEST FOR
**1206 N Cocoa Blvd**

**CASE # #21-0674**

The Code Enforcement Board held a public hearing on **4/17/2017**, at which time the Board found the owner, **QABLAWI, NEZAR** in violation of the following:

***I.Accessory Structures Ch 6 Sec. 6-1001 (g)***

***II.Accum. Of Trash and Litter Ch 6 Sec. 6-900 (b)(1)a-d***

***XXVII.Protective Treatment, Ch 6 Sec. 6-1003 (b)***

***XXXVI.Weeds, Ch 6 Sec. 6-1001(d)***

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a lien was imposed against the property effective **3/17/2022.** The lien ran at **$100.00** per day from **4/17/2022** until compliance was achieved on **1/9/2023**. Code records show onsite inspections were conducted by Officer Murdick and Gonzalez, and I. The case was closed leaving a fine of $26,830.00.The current owner, **QABLAWI, NEZAR**, is requesting that the lien be reduced to **$0 Total Forgivness**

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

- Whether the current owner owned the property at the time the violation(s) occurred; **No**
- Applicant resides at the property: **Yes**
- The number of violations related to the subject lien; **Four**
- Number of Inspections performed: **9**
- Property Taxes: **Taxes paid through 2022**
- Other Liens: **Records show no outstanding liens on the property. No Water Liens**
- Property Inspection: **2/14/2023 and was incompliance before Code Board Hearing. An inspection will occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **$106,690** according the Brevard County Property Appraiser as a vacant residential lot. Property was cited with a home.

Staff submits their cost sheet and the in the total amount of **$2,384.14**

Staff's recommendation is that the fine/lien be reduced to **$2,384.14** which is the cost of staff to prosecute this case**.** This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

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

**Case#: CE-21-0674** **Date: 2/14/2023**

**QABLAWI, NEZAR**

**Site Address: 1206 N Cocoa Blvd.**

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

**A. Salaries of Code Enforcement staff. (Hourly rate: Officer-$35.06, Coordinator-$36.06, Manager-$48.54, Chief-$69.71 & City Attorney-$150.00)**

| | Officer/Manager | # of Inspections | Hours | Rate | Total |
|---|---|---|---|---|---|
| 1 | Code Officer | 12 | 0.75 | $35.06 | $315.54 |
| 2 | Code Manager | 2 | 0.75 | $48.54 | $72.81 |
| 3 | | | | | |
| | | | | Total A1 | $388.35 |

| | Officer/Manager | Office Duties | Hours | Rate | Total |
|---|---|---|---|---|---|
| 1 | Code Officer | 12 | 0.5 | 35.06 | $420.72 |
| 2 | Code Manager | 2 | 0.5 | 48.54 | $97.08 |
| 3 | | | | | |
| | | | | Total A2 | $517.80 |

| | Supporting Staff | Duty | Hours | Rate | Total |
|---|---|---|---|---|---|
| 1 | Code Coordinator | Case Duties | 19 | $36.06 | $685.14 |
| 2 | City Attorney | Case Duties | 2 | $150.00 | $300.00 |
| 3 | Chief | Board Hearings | 2 | $69.71 | $139.42 |
| 4 | | | | | |
| 5 | | | | | |
| | | | | Total A3 | $1,124.56 |

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

| | Item | Quantity | Amount | Total |
|---|---|---|---|---|
| 1 | Documents per Sheet | 472 | $0.35 | $165.20 |
| 2 | Large Envelope | 52 | $0.64 | $33.28 |
| 3 | Standard Envelope | 12 | $0.10 | $1.20 |
| 4 | Color Photo Prints | 150 | $0.55 | $82.50 |
| 5 | Standard Mail | 9 | $0.55 | $4.95 |
| 6 | Certified Mail | 5 | $5.26 | $26.30 |
| 7 | Recording Fees | 4 | $10.00 | $40.00 |
| 8 | | | | |
| 9 | | | | |
| | | | | |
| | | | Total B | $353.43 |

**C. Total Amount of Cost (A1+A2+A3+B): $2,384.14**

## Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 23-193 | **Version:** 1 | **Name:** | | |
| **Type:** | Report | | **Status:** | Council Busines | |
| **File created:** | 3/9/2023 | | **In control:** | City Council | |
| **On agenda:** | 3/30/2023 | | **Final action:** | | |
| **Title:** | Approve the current Code Enforcement Lien for the property located at 1202 N Cocoa Blvd., be reduced to $2,500.00 as recommended by the Code Enforcement Board. (Chief of Police) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | LR - 1202 N Cocoa Blvd.pdf<br>2. NOV_ 14 Oct 21.pdf<br>BCPAO Property Details.pdf<br>Staff Report for Lien Reduction-1202.pdf<br>Cost Affidavit Form -1202.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: March 9, 2023
Agenda Date: March 30, 2023
Prepared By: Darla Crowl, (Code Enforcement Coordinator)
Through: Evander Collier IV (Police Chief)
Requested Action:
Approve the current Code Enforcement Lien for the property located at 1202 N Cocoa Blvd., be reduced to $2,500.00 as recommended by the Code Enforcement Board.

**BACKGROUND:**

**CASE # 21-0675**

The Code Enforcement Board held a public hearing on **4/17/2017**, at which time the Board found the owner, **QABLAWI, NEZAR** in violation of the following: ***I.Accessory Structures Ch 6 Sec. 6-1001 (g), II.Accum. Of Trash and Litter Ch 6 Sec. 6-900 (b)(1)a-d, XXVII.Protective Treatment, Ch 6 Sec. 6-1003 (b) and XXXVI.Weeds, Ch 6 Sec. 6-1001(d).***

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a lien was imposed against the property effective **3/17/2022.** The lien ran at **$100.00** per day from **4/17/2022** until compliance was achieved on **1/9/2023**. Code records show onsite inspections were conducted by Officer Murdick and Gonzalez, and I. The case was closed leaving a fine of $26,830.00.The current owner, **QABLAWI, NEZAR**, is requesting that the lien be reduced to **$0 Total Forgivness.**

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- Whether the current owner owned the property at the time the violation(s) occurred; **No**
- Applicant resides at the property: **Yes**
- The number of violations related to the subject lien; **Four**
- Number of Inspections performed: **9**
- Property Taxes: **Taxes paid through 2022**
- Other Liens: **Records show no outstanding liens on the property. No Water Liens**
- Property Inspection: **2/14/2023 and was incompliance before Code Board Hearing. An inspection will occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **$106,690** according the Brevard County Property Appraiser as a vacant residential lot. Property was cited with a home.

Staff submits their cost sheet and the in the total amount of **$2,384.14**

Staff's recommendation is that the fine/lien be reduced to **$2,384.14** which is the cost of staff to prosecute this case**.** This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

## STRATEGIC PLAN CONNECTION:

Crimes, Image and Community Development

## BUDGETARY IMPACT:

None

## PREVIOUS ACTION:

The Code Enforcement Board, at its regular meeting February 16, 2023, recommended that the lien be reduced to $2,500.00.

## RECOMMENDED MOTION:

Approve the current Code Enforcement Lien for the property located at 1202 N Cocoa Blvd., be reduced to $2,500.00 as recommended by the Code Enforcement Board.

CK #962

Application # CE - 21 - 0675

# LIEN REDUCTION APPLICATION


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


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

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

For Office Use Only - Date Received

RECEIVED
JAN 10 2023
BY:

Stamp Only When Application is Fully Complete

**Please TYPE or PRINT this application neatly.**

1. Date: 1-10-23

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

Company (if applicable): _____

Name: Nezar Qablawi

Mailing Address: 307 Taft Ave

City: Cocoa Bch State: FL Zip Code: 32931

Phone #: 321 652 0408 Fax #: _____

Mobile #: 321 403 1019 E-mail: tonyqq007@gmail.com

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

Company (if applicable): _____

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

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

Street Address and Location: 1202 N Cocoa Blvd., Cocoa, FL 32922

Parcel ID:

24-36-21-Bm-*-5.08-

Tax Account Number:

2416877

Existing Use(s) on Property: Vacant

Proposed Use(s) on Property: for sale

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

Nature of Violation(s): Ch 6 Sec. 6-900 (b) (1) a-d, Protective Treatment, Ch 6 Sec. 6-1003(b) Ch 6 Sec. 6-1003(a), Ch 6 Sec. 6-1001 (d)

Date Fine or Lien Imposed: $250 per day

Amount of Fine: $26,830.00

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

Date upon which the subject property was brought into compliance: 1-5-23

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

Code enforcement case number: CE 21-0675

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

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

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

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

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

I was not aware of these violations, had I known I would have taken care of them immediately. It was due to a mailing address I've not receiving notice, it has been updated with property appraisen.

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:
Because I was not aware of any violations, did not receive the notice. There was no violations notice sticker on the property.

Amount you are requesting that the lien be reduced to: $0 / forgiveness
Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property:
Painted the building receipt & material, repair fence, trim tree branches, weeding & cleaning of debris. Updated mailing address with Property appraiser.

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

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

   a. ☒ **Notarized application.**

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

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

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

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

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

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

9. **Board Action.** An Inspection of the property must be performed to be scheduled at the Code Board. Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.

10. **City Council Action.** An Inspection of the property must be performed to be scheduled before council. Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.

11. **Inspections.** I agree to allow Code Enforcement to inspect my property and give consent to walk the property before proceeding with this reduction ☒ YES ☐ NO

**Signature below will also show that consent to inspect was given by the property owner or representitive.**

12. **Signatures and Notarization.**

STATE OF Florida COUNTY OF Brevard. I, Nezar Qablawi being first duly sworn, depose and say that:

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

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

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

(APPLICANT SIGNATURE)

Notary Public State of Florida
Darla D Crowl
My Commission HH 327608
Expires 11/11/2026

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

Personally Known ☒ OR Produced Identification ☐

Type of I.D. Produced _____

Darla D. Crowl
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 10 day of January, 20 23

# Job Work Order

☐ ESTIMATE (VALID FOR 30 DAYS)

DATE JAN 5th 2022 ☐ SERVICE ☐ INSTALL ☐ WILL CALL ☐ DELIVER

PHONE

NAME NEZAR JABLAWI

MAKE

ADDRESS

MODEL

SERIAL

ITEM TO BE SERVICED | NATURE OF SERVICE REQUEST

| QTY. | PART # | DESCRIPTION OF PARTS OR MATERIALS | PRICE | AMOUNT |
|---|---|---|---|---|
| | | PAINTING OF 2 | | |
| | | BUILDINGS ON US1 | | |
| | | COCOA FLA. | | |
| | | | | |
| | | PRESSURE WASH & | | |
| | | 2 COATS ON WALLS | | |
| | | 2 COATS ON ALL BLUE | | |
| | | TRIM & DOORS. | PD CK 959 | |
| | | | | |

LABOR PERFORMED

1202 & 1206
N COCOA BLVD

321-522-6516

| | |
|---|---|
| TOTAL MATERIALS | |
| TAX | |
| TOTAL LABOR | |
| | % |
| TOTAL AMOUNT | $1,800.00 |

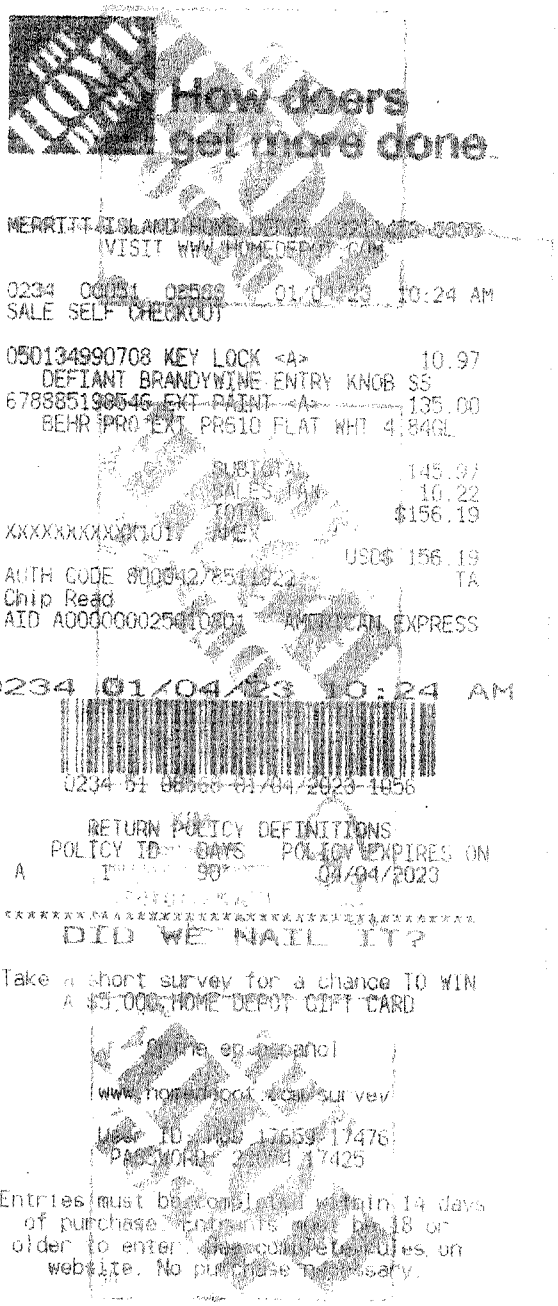
DATE FINISHED | DEPOSIT | RECEIVED BY Gregory D. Head

ESTIMATES ARE FOR LABOR ONLY. MATERIAL ADDITIONAL. WE WILL NOT BE RESPONSIBLE FOR LOSS OR DAMAGE CAUSED BY FIRE, THEFT, TESTING, OR ANY OTHER CAUSES BEYOND OUR CONTROL.

Job Work Order
TRIPLICATE

TERMS - NET CASH
NO GOODS HELD OVER 30 DAYS

Material



How doers get more done.

MERRITT ISLAND HOME DEPOT (321) 452-5005
VISIT WWW.HOMEDEPOT.COM

0234 00051 08568 01/04/23 10:24 AM
SALE SELF CHECKOUT

050134990708 KEY LOCK <A> 10.97
DEFIANT BRANDYWINE ENTRY KNOB SS
678885190546 EXT PAINT <A> 135.00
BEHR PRO EXT PR510 FLAT WHT 4.84GL

SUBTOTAL 145.97
SALES TAX 10.22
TOTAL $156.19
XXXXXXXXXXXX1017 AMEX
USD$ 156.19
AUTH CODE 000042785[illegible] TA
Chip Read
AID A0000000250[illegible] AMERICAN EXPRESS

0234 01/04/23 10:24 AM

0234 01 08568 01/04/2023 1056

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A [illegible] 90 04/04/2023

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A $5,000 HOME DEPOT GIFT CARD

Survey en Español
www.homedepot.com/survey

User ID [illegible] 17659 17476
PASSWORD [illegible] 17425

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.

material

THE HOME DEPOT

How doers get more done.

MERRITT ISLAND HOME DEPOT (321)453-5855
VISIT WWW.HOMEDEPOT.COM

0234 00062 19794 01/02/23 06:27 PM
SALE SELF CHECKOUT

678885193546 EXT PAINT <A>
BEHR PRO EXT PR610 FLAT WHT 4.84GL
2@135.00 270.00

SUBTOTAL 270.00
SALES TAX 18.90
TOTAL $288.90

XXXXXXXXXXX1017 AMEX
USD$ 288.90
AUTH CODE 824510/0621126 TA
Chip Read
AID A0000000025010801 AMERICAN EXPRESS

0234 01/02/23 06:27 PM

0234 62 19794 01/02/2023 1465

RETURN POLICY DEFINITIONS

| | POLICY ID | DAYS | POLICY EXPIRES ON |
|---|---|---|---|
| A | 1 | 90 | 04/02/2023 |

**********
DID WE NAIL IT?

Take a short survey for a chance TO WIN
A $5,000 HOME DEPOT GIFT CARD

Opine en espanol

www.homedepot.com/survey

User ID: H89 40111 39939
PASSWORD: 23052 39877

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.

MERRITT ISLAND HOME DEPOT (321)453-5855
VISIT WWW.HOMEDEPOT.COM

0234 00051 95797 12/29/22 07:04 PM
SALE CASHIER ARSCENIO

678885193577 EXT PAINT <A>
BEHR PRO EXT PR613 FLAT DEEP 1160Z
2@30.98 61.96
082474486011 PRIMER GAL <A> 29.98
BEHR PPE LATEX PRIMER 436 126 OZ
678885193546 EXT PAINT <A>
BEHR PRO EXT PR610 FLAT WHT 4.84GL
2@135.00 270.00
077089211122 ORN5WRPROFRM <A> 4.28
9 IN HD ROLLER FRAME - ORG HNDLE
077089147124 ROLL COVER <A>
BETTER 9 X 1 1/4 IN KNIT POLY ROLL
2@5.17 10.34
077089102307 3PK 1/2"GRNW <A> 11.96
BEST 9 X 1/2 IN WOVEN ROLL COV 3PK

SUBTOTAL 388.54
SALES TAX 27.20
TOTAL $415.74

XXXXXXXXXXX1017 AMEX
USD$ 415.74
AUTH CODE 629339/4511303 TA
Chip Read
AID A0000000025010801 AMERICAN EXPRESS

0234 12/29/22 07:04 PM

0234 51 95797 12/29/2022 7977

RETURN POLICY DEFINITIONS

| | POLICY ID | DAYS | POLICY EXPIRES ON |
|---|---|---|---|
| A | 1 | 90 | 03/29/2023 |

**********
DID WE NAIL IT?

Take a short survey for a chance TO WIN
A $5,000 HOME DEPOT GIFT CARD

Opine en espanol

www.homedepot.com/survey

User ID: H89 192117 19193
PASSWORD: 22629 191883

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.

**RECEIPT** No. 528235

DATE 12-28-22

FROM Amelia Q. $ 287.00

DOLLARS

○ FOR RENT
○ FOR Pressure wash, tree trim 1206 Cocoa Blvd

| | | | |
|---|---|---|---|
| ACCT. | | ● CASH | 1202 Cocoa Blvd |
| PAID | 287.00 | ● CHECK | FROM ____ TO ____ |
| DUE | | ● MONEY ORDER | |
| | | ● CREDIT CARD | BY Dan |

A-1152 T-4161

**RECEIPT** No. 528236

DATE 12-30-22

FROM Amelia Q. $ 150.00

1202 N Cocoa Blvd, 1206 N Cocoa Blvd DOLLARS

○ FOR RENT
○ FOR Fence repair, weeding, removing trash

| | | | |
|---|---|---|---|
| ACCT. | | ● CASH | |
| PAID | 150.00 | ● CHECK | FROM ____ TO ____ |
| DUE | | ● MONEY ORDER | |
| | | ● CREDIT CARD | BY Raj |

A-1152 T-4161

**Cocoa Police Department**
**Code Enforcement Division**
**1226 W. KING ST**
**COCOA, FL 32922**

**DATE:** 10/14/2021
**CASE:** 21-0675

To: QABLAWI, NEZAR
1206 N COCOA BLVD
COCOA, FL 32922

# Notice of Violation

Address of Violation: 1202 N COCOA BLVD COCOA FL 32922
Parcel Control No.: 24-36-21-BM-*-5.08
Legal Description: DIXONS SUBD PART OF LOT 5 E OF RD AS DES INORB 486 PG 486

PURSUANT to Section 162.06, *Florida Statutes*, and Chapter 6, of the City of Cocoa Code of Ordinances, the undersigned Code Enforcement Officer hereby gives notice of violation(s) of the City Of Cocoa Code of Ordinances, as more specifically described below. Respondent(s) is/are hereby Notified that corrective action(s) to cure the Violation(s) must be taken. The following must be corrected within 30 days.

***City of Cocoa Code Violation(s):***

*I.Accessory Structures Ch 6 Sec. 6-1001 (g)*

*II.Accum. Of Trash and Litter Ch 6 Sec. 6-900 (b)(1)a-d*

*XXVII.Protective Treatment, Ch 6 Sec. 6-1003 (b)*

*XXXVI.Weeds, Ch 6 Sec. 6-1001(d)*



**Corrective Action*:***

*I-Please repair & maintain or remove any and all accessory structures (fences, walls, sheds, etc.)*

*II-Please remove or place all outside storage, trash, junk, and debris in a fully enclosed building.*

*XXVII-Please clean or paint the structure.*

*XXXVI-Please Mow, remove, and Maintain all areas of the property.*

In the event that the violation is/are not corrected within the time, set forth above a Notice to Appear will be sent scheduling this matter to the City of Cocoa Code Enforcement Board For further action. The Code Enforcement Board may enter an order requiring the Respondent(s) to correct the violation(s) and penalties may be assessed up to $250 per day for first time violations described in this notice until the violation(s) has/have been corrected. If the violation(s) is/are corrected within the time required, the Respondent(s) must immediately notify the Code Enforcement Officer and request an inspection. If the respondent requires additional time, it is the respondent's duty to notify the code enforcement officer to determine reasonable time.

If you have any questions regarding this Notice of Violation or the recommendations contained herein, do not hesitate to contact the below signed Code Enforcement Officer.

*Augusto Gonzalez-Ruiz*

**Augusto Gonzalez**
Code Enforcement Officer
321-482-4608|aruiz@cocoafl.org

# Brevard County Property Appraiser

Titusville • Viera • Melbourne • Palm Bay

Phone: (321) 264-6700
https://www.bcpao.us

## PROPERTY DETAILS

| | |
|---|---|
| Account | 2416877 |
| Owners | QABLAWI, NEZAR |
| Mailing Address | 1206 N COCOA BLVD COCOA FL 32922 |
| Site Address | 1202 N COCOA BLVD COCOA FL 32922 |
| Parcel ID | 24-36-21-BM-*-5.08 |
| Property Use | 2730 - USED AUTOMOBILE SALES |
| Exemptions | NONE |
| Taxing District | 23D0 - COCOA |
| Total Acres | 0.44 |
| Subdivision | DIXONS SUBD |
| Site Code | 0300 - U S 1 |
| Plat Book/Page | 0001/0024 |
| Land Description | DIXONS SUBD PART OF LOT 5 E OF RD AS DES IN ORB 486 PG 486 |



## VALUE SUMMARY

| Category | 2021 | 2020 | 2019 |
|---|---|---|---|
| Market Value | $96,730 | $102,920 | $100,690 |
| Agricultural Land Value | $0 | $0 | $0 |
| Assessed Value Non-School | $96,730 | $96,180 | $100,690 |
| Assessed Value School | $96,730 | $102,920 | $100,690 |
| Homestead Exemption | $0 | $0 | $0 |
| Additional Homestead | $0 | $0 | $0 |
| Other Exemptions | $0 | $0 | $0 |
| Taxable Value Non-School | $96,730 | $96,180 | $100,690 |
| Taxable Value School | $96,730 | $102,920 | $100,690 |

## SALES/TRANSFERS

| Date | Price | Type | Instrument |
|---|---|---|---|
| 02/16/2017 | -- | QC | 8232/1759 |
| 09/14/2000 | $170,000 | WD | 4223/0073 |
| 01/01/1994 | $80,000 | CT | 3360/1200 |
| 09/01/1991 | -- | QC | 3151/2218 |
| 06/27/1989 | $4,800 | WD | 3006/0817 |
| 04/09/1987 | $150,000 | WD | 2791/2845 |
| 02/14/1983 | $120,000 | WD | 2413/1840 |

## BUILDINGS

### PROPERTY DATA CARD #1

**Building Use:** 2600 - SERVICE STATION

| Materials | | Details | |
|---|---|---|---|
| Exterior Wall: | SHEET METAL , PAINTED EXTERIOR | Year Built | 1962 |
| | | Story Height | 12 |
| Frame: | MASNRYCONC , METALFRAME | Floors | 1 |
| Roof: | BU-TG/MMBRN | Residential Units | 1 |
| Roof Structure: | WOOD TRUSS | Commercial Units | 0 |

| Sub-Areas | | Extra Features | |
|---|---|---|---|
| Base Area (1st) | 1,273 | Paving - Concrete | 1,864 |
| Open Porch | 249 | Wall - Concrete - Block | 660 |
| Total Base Area | 1,273 | Paving - Asphalt | 9,200 |

| | |
|---|---|
| Total Sub Area | 1,522 |

CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT
**2/16/2023**

LIEN REDUCTION REQUEST FOR
**1202 N Cocoa Blvd**

**CASE # #21-0675**

The Code Enforcement Board held a public hearing on **4/17/2017**, at which time the Board found the owner, **QABLAWI, NEZAR** in violation of the following:

***I.Accessory Structures Ch 6 Sec. 6-1001 (g)***

***II.Accum. Of Trash and Litter Ch 6 Sec. 6-900 (b)(1)a-d***

***XXVII.Protective Treatment, Ch 6 Sec. 6-1003 (b)***

***XXXVI.Weeds, Ch 6 Sec. 6-1001(d)***

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a lien was imposed against the property effective **3/17/2022.** The lien ran at **$100.00** per day from **4/17/2022** until compliance was achieved on **1/9/2023**. Code records show onsite inspections were conducted by Officer Murdick and Gonzalez, and I. The case was closed leaving a fine of $26,830.00.The current owner, **QABLAWI, NEZAR**, is requesting that the lien be reduced to **$0 Total Forgivness**

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

- Whether the current owner owned the property at the time the violation(s) occurred; **No**
- Applicant resides at the property: **Yes**
- The number of violations related to the subject lien; **Four**
- Number of Inspections performed: **9**
- Property Taxes: **Taxes paid through 2022**
- Other Liens: **Records show no outstanding liens on the property. No Water Liens**
- Property Inspection: **2/14/2023 and was incompliance before Code Board Hearing. An inspection will occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **$106,690** according the Brevard County Property Appraiser as a vacant residential lot. Property was cited with a home.

Staff submits their cost sheet and the in the total amount of **$2,384.14**

Staff's recommendation is that the fine/lien be reduced to **$2,384.14** which is the cost of staff to prosecute this case**.** This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

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

**Case#: CE-21-0675** **Date: 2/14/2023**

**QABLAWI, NEZAR**

**Site Address: 1202 N Cocoa Blvd.**

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

**A. Salaries of Code Enforcement staff. (Hourly rate: Officer-$35.06, Coordinator-$36.06, Manager-$48.54, Chief-$69.71 & City Attorney-$150.00)**

| | Officer/Manager | # of Inspections | Hours | Rate | Total |
|---|---|---|---|---|---|
| 1 | Code Officer | 12 | 0.75 | $35.06 | $315.54 |
| 2 | Code Manager | 2 | 0.75 | $48.54 | $72.81 |
| 3 | | | | | |
| | | | | Total A1 | $388.35 |

| | Officer/Manager | Office Duties | Hours | Rate | Total |
|---|---|---|---|---|---|
| 1 | Code Officer | 12 | 0.5 | 35.06 | $420.72 |
| 2 | Code Manager | 2 | 0.5 | 48.54 | $97.08 |
| 3 | | | | | |
| | | | | Total A2 | $517.80 |

| | Supporting Staff | Duty | Hours | Rate | Total |
|---|---|---|---|---|---|
| 1 | Code Coordinator | Case Duties | 19 | $36.06 | $685.14 |
| 2 | City Attorney | Case Duties | 2 | $150.00 | $300.00 |
| 3 | Chief | Board Hearings | 2 | $69.71 | $139.42 |
| 4 | | | | | |
| 5 | | | | | |
| | | | | Total A3 | $1,124.56 |

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

| | Item | Quantity | Amount | Total |
|---|---|---|---|---|
| 1 | Documents per Sheet | 472 | $0.35 | $165.20 |
| 2 | Large Envelope | 52 | $0.64 | $33.28 |
| 3 | Standard Envelope | 12 | $0.10 | $1.20 |
| 4 | Color Photo Prints | 65 | $0.55 | $35.75 |
| 5 | Standard Mail | 9 | $0.55 | $4.95 |
| 6 | Certified Mail | 5 | $5.26 | $26.30 |
| 7 | Recording Fees | 4 | $10.00 | $40.00 |
| 8 | | | | |
| 9 | | | | |
| | | | | |
| | | | Total B | $306.68 |

**C. Total Amount of Cost (A1+A2+A3+B): $2,337.39**

## Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 23-200 | **Version:** 1 | **Name:** | Walmart AVT Exemption | |
| **Type:** | Contract | | **Status:** | City Business | |
| **File created:** | 3/14/2023 | | **In control:** | City Council | |
| **On agenda:** | 3/30/2023 | | **Final action:** | | |
| **Title:** | Approval of the 2022 AVT exemption for Walmart based on the fulfillment of all the requirements of the Ad Valorem Tax Abatement Economic Incentive Agreement by maintaining 239 jobs at an average annual wage above $42,421. (Director of Communications and Economic Development) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | WM_8851_Cocoa_2022_Ad_Valorem_Exemption_Application_-DA for Walmart Distribution Center Cocoa.pdf<br>Walmart EDI AVT 06 30 2016.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: March 14, 2023
Agenda Date: March 30, 2023
Prepared By: Samantha Senger, Director of Communication and Economic Development
Through: Stockton Whitten, City Manager
Requested Action:
Approval of the 2022 AVT exemption for Walmart based on the fulfillment of all the requirements of the Ad Valorem Tax Abatement Economic Incentive Agreement by maintaining 239 jobs at an average annual wage above $42,421.

## BACKGROUND:

An Ad Valorem Tax Abatement Economic Development Incentive Agreement (AVT) was executed, on June 30, 2016, in which Wal-Mart Stores East, LP agreed to purchase approximately 270 acres of land in the City to develop a 460,000 square foot refrigerated warehouse and distribution center. The center was to create 239 jobs at an average annual wage of $42,421 by December 31, 2020 and generate approximately $96.2 million in new private capital investment ($84.2 million in building construction and $12 million in machinery and equipment), excluding land costs.

The AVT was approved for 40% ad valorem tax abatement for 5 years and a $2 million cash incentive. The AVT credits, subject to final taxable values, are estimated at a total of $1 million.

A condition of the ordinance granting the Ad Valorem Tax Abatement calls for the creation of 239 jobs with an average annual salary of at least $42,421 by December 31, 2020. As of December 31, 2020, the Walmart Regional Distribution Center had hired 239 employees. The average annualized wages

for these employees was $49,346. Thus, Walmart qualified for the tax abatement for 2020 and has continued to meet all of the requirements of the AVT allowing them to receive tax abatements for 2021. The average salary for the 239 employees in FY 2021 was $57,999 and in FY 2022 was $64,873. FY 2022 is year 4 of the 5-year tax abatement program.

Walmart currently has 688 full and part-time employees of which approximately 25% of them have a Cocoa address. This is down from 760 full and part-time employees that they had in early 2022, but far exceeds what is required for the Ad Valorem Tax Abatement.

Walmart is also bound by a Development Order approved by the City Council on March 14, 2017. The site has approximately 140 acres for additional development and the Development Order provides for the donation of a one-acre parcel to the City for municipal purposes. Staff is following up on this item, as the transfer has not been completed.

## STRATEGIC PLAN CONNECTION:

Wal-Mart Stores East, LP has a direct connection to the Economic Development strategic issues, goals and objectives. It has increased the City's economic position within the Space Coast and has provided the City with a competitive edge in attracting other like projects that facilitate additional private capital investment and expansion of complementary businesses. In addition, Wal-Mart has been retaining and expanding job opportunities.

## BUDGETARY IMPACT:

**ESTIMATED Tax Year 2022 for the Wal Mart Distribution Center:**

| TYPE | MILLAGE | ASSESSED | EXEMPTION | TAXABLE | TAX |
|---|---|---|---|---|---|
| Tangible | 6.4532 | 9,996,560 | 4,067,984 | 5,928,576 | $38,258.29 |
| Property | 6.4532 | 87,934,460 | 31,758,980 | 56,175,480 | $362,511.61 |

Assessments:
Fire $165,943.35
Stormwater $76,579.46
Solid Waste Disposal $37,472.50

| YEAR | PERCENT | Reporting YR/ Budget YR | Tangible Property Exemption | Real Estate Exemption | TPP Exemption | Total Abatement | Tax Rate |
|---|---|---|---|---|---|---|---|
| 1 | 40% | 2019/2020 | $5,225,840 | $26,842,970 | $25,000 | $32,093,810 | 5.979 |
| 2 | 40% | 2020/2021 | $4,580,884 | $28,664,640 | $25,000 | $33,270,524 | 5.979 |
| 3 | 40% | 2021/2022 | $3,947,912 | $28,564,640 | $25,000 | $32,537,552 | 6.4532 |
| 4 | 40% | 2022/2023 | $4,042,984 | $31,758,980 | $25,000 | $35,826,964 | 6.4532 |

## PREVIOUS ACTION:

On November 8, 1995, the City of Cocoa voters authorized the City Council to consider granting economic development ad valorem tax exemptions to new and expanding businesses.

On May 28, 1996, the City Council adopted Resolution No. 96-24 that established the application and review requirements and procedures for an AVT program. It was initially approved by and has since been reauthorized (by the voters) for additional ten-year periods, with the most recent

On November 8 2005, voters extended the AVT program for an additional 10 years from 2015 through 2025.

On February 11, 2014, the City Council adopted Resolution 2014-18 that repealed Resolution No. 96-24 by updating procedures for granting economic development ad valorem tax exemptions.

On May 24, 2016, City Council approved Ordinance 12-2016 granting the project an Ad Valorem Tax Abatement of 40% for 5 years. City Council approved an economic cash incentive for $2,000,000 to be awarded in $500,000 increments upon completion of the specified benchmarks and authorized the City Manager to execute an Economic Development Incentive Agreement.

On June 30, 2016, The City of Cocoa executed an Ad Valorem Tax Abetment Economic Incentive Agreement with Wal-Mart Stores East, LP.

On March 14, 2017, City Council approved an amended and restated the City of Cocoa Development Order Related to the Brevard Crossings Regional Activity Center for Cocoa Logistics and Business Center.

On June 26, 2019, City Council approved the $2 million incentive to Wal-Mart Stores East, LP for meeting the December 31, 2018 benchmarks noted in the Ad Valorem Tax Abatement Economic Incentive Agreement. The City disbursed the $2 million cash incentive on July 29, 2019.

On May 27, 2020, City Council was informed that Walmart was on their way to meeting their commitment of employing at least 239 persons by December 31, 2020.

On March 23, 2021, City Council approved the 2020 AVT Exemption for Walmart based on the fulfillment of all the requirements of the Ad Valorem Tax Abatement Economic Incentive Agreement.

On March 22, 2022, City Council approved the 2021 AVT Exemption for Walmart based on the fulfillment of all the requirements of the Ad Valorem Tax Abatement Economic Incentive Agreement.

**RECOMMENDED MOTION:**

Approve the 2022 AVT exemption for Walmart based on the fulfillment of all the requirements of the Ad Valorem Tax Abatement Economic Incentive Agreement by maintaining 239 jobs at an average annual wage above $42,421.

DocuSign Envelope ID: E1CFDC4B-F4E4-4F0F-A414-9E1D16EEAE83

**OFFICE OF ECONOMIC DEVELOPMENT**
Community Services Department
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8522 | Fax: (321) 433-8526

**ANNUAL REPORT**
**AD VALOREM TAX ABATEMENT PROGRAM**

*As required by Ordinance No. 01-2009 and Resolution No – 2014-18, this form is to be filed with the City of Cocoa City Council no later than January 31 of each year the exemption is desired.*

1. Business Name: Wal-Mart Stores East, LP
   Mailing Address: 2608 SE J Street, Bentonville, AR 72716-0555

2. Name & Title of representative: Tyler Geary, Manager - Tax Credits
   Telephone: 479-204-5836 E-mail: tyler.geary@walmart.com

3. Location of business (legal description and street address) for which this report is filed:
   4505 Highway 524, Cocoa, FL 32926

4. Description (including date of commencement of construction improvements) of the improvements to real property subject to reporting:
   Construction of a 460,000+ SF refrigerated warehouse and distribution facility
   Date of commencement of construction of improvements: Q4 2018

5. Description and purpose of the tangible personal property subject to reporting:
   *Attach Exhibit A – Tangible Personal Property Annual Reporting*
   $38,603,194.40 - See Attachment A - Tangible Personal Property Listing

6. Average value of inventory on hand: $44,740,761

7. Have you maintained the definition of a "New Business" or as an "Expansion of an Existing Business" as defined as a minimum of 10 new employees? Yes (X) No ( )

8. Please state the number of employees currently employed in Cocoa. 239
   *Attach Exhibit B - Employment Annual Reporting spreadsheet and IRS Form 941*

9. Average wage of current employees: $64,872.94

DocuSign Envelope ID: E1CFDC4B-F4E4-4F0F-A414-9E1D16EEAE83

10. Number of full-time employees employed in Florida: 122,459
    b. If an expansion of an existing business:
        1. Net increase in employment: _____ or _____%
        2. Increase in productive output resulting from this expansion: _____%

11. Average wage of employees hired after incentive approval: $64,872.94

12. For office space owned and used by a corporation newly domiciled in Florida:
    a. Date of incorporation in Florida: _____
    b. Number of full time employees at this location: _____

I agree to furnish such other reasonable information as the Cocoa City Council may request in regard to the exemption. I hereby certify that the information and valuation stated above by me is true, correct, and complete to the best of my knowledge and belief. If prepared by someone other than the taxpayer, his declaration is based on all information for which he has any knowledge.

DATE: February 28, 2023 | 14:02 CST SIGNED: DocuSigned by: Jessica Rancher 2F5C6B92F9D04EC... (Preparer)

SIGNED: Jessica Rancher _____
(Preparer's Address)

TITLE: VP _____
(Preparer's Telephone Number)

---

**BREVARD COUNTY PROPERTY APPRAISER'S USE ONLY**

I. Estimate of the revenue which will be lost to the City during the current fiscal year had the exempt property otherwise been subject to taxation: _____
_____

II. Estimate of the taxable value lost to the City:
Improvements to real property: _____
Personal property: _____

DATE: _____ SIGNED: _____
(Property Appraiser)

DocuSign Envelope ID: E1CFDC4B-F4E4-4F0F-A414-9E1D16EEAE83

**Tangible Personal Property**
**Annual Reporting**

**Company: Wal-Mart Stores East, LP**

| Capital Item | Date of Purchase | Quantity | Amount |
|---|---|---|---|
| FIXTURES-EQUIPMENT - STORES | 4/30/2018 | 1 | $550.93 |
| GC REFRIGERATION INSTALLATION | 9/11/2018 | 1 | $16,726,952.50 |
| RACKING EQUIPMENT | 9/11/2018 | 1 | $4,728,467.69 |
| RACKING EQUIPMENT | 9/11/2018 | 1 | $3,717,245.38 |
| WAREHOUSING EQUIPMENT AND SUPPLIES | 9/11/2018 | 1 | $1,728,531.17 |
| DATACOM/NETWRK CONNECT INSTAL DEVICE/EQP | 9/11/2018 | 1 | $1,113,085.11 |
| UPS, GENERATOR - ISD | 9/11/2018 | 1 | $1,075,600.93 |
| CABLING MATERIALS | 9/11/2018 | 1 | $518,663.98 |
| RACKING EQUIPMENT | 9/11/2018 | 1 | $430,979.62 |
| ALARM SYSTEM INSTALLATION | 9/11/2018 | 1 | $338,525.05 |
| WASHBAY EQUIPMENT | 9/11/2018 | 1 | $336,500.00 |
| RACK SMART ROW DCX – SKID DESIGN | 9/11/2018 | 1 | $335,488.84 |
| YARD TRACTORS | 9/11/2018 | 1 | $312,147.48 |
| CABLING LABOR | 9/11/2018 | 1 | $279,885.94 |
| BNCM_1001_500 COMBO CORNER MOUNT BRACKET | 9/11/2018 | 1 | $279,315.29 |
| OFFICE FURNITURE | 9/11/2018 | 1 | $272,896.89 |
| BNCM_1001_500 COMBO CORNER MOUNT BRACKET | 9/11/2018 | 1 | $261,173.89 |
| BNCM_1001_500 COMBO CORNER MOUNT BRACKET | 9/11/2018 | 1 | $115,305.94 |
| EXTERIOR SIGNING | 9/11/2018 | 1 | $111,770.12 |
| Sweeper/Scrubber-Rider-Tennant M20 | 9/11/2018 | 1 | $81,896.42 |
| BNCM_1001_500 COMBO CORNER MOUNT BRACKET | 9/11/2018 | 1 | $77,023.22 |
| FREEZER BIBS | 9/11/2018 | 1 | $71,190.91 |
| CCTV SYSTEM INSTALLATION | 9/11/2018 | 1 | $70,634.67 |
| RACKING EQUIPMENT | 9/11/2018 | 1 | $61,807.79 |
| ACCESS CONTROL INSTALLATION | 9/11/2018 | 1 | $60,317.36 |
| ALARM SYSTEM | 9/11/2018 | 1 | $57,422.51 |
| GENERATORS | 9/11/2018 | 1 | $55,958.71 |
| CCTV SYSTEM | 9/11/2018 | 1 | $48,467.16 |
| RACKING EQUIPMENT | 9/11/2018 | 1 | $47,524.84 |
| ACCESS CONTROL | 9/11/2018 | 1 | $42,844.97 |
| BNCM_1001_500 COMBO CORNER MOUNT BRACKET | 9/11/2018 | 1 | $34,327.52 |
| COMPANY VEHICLE | 9/11/2018 | 1 | $33,260.48 |
| FORKLIFTS | 9/11/2018 | 1 | $30,222.90 |
| RACKING EQUIPMENT | 9/11/2018 | 1 | $28,643.93 |
| RACKING EQUIPMENT | 9/11/2018 | 1 | $20,416.28 |
| BNCM_1001_500 COMBO CORNER MOUNT BRACKET | 9/11/2018 | 1 | $18,827.50 |
| FORKLIFTS | 9/11/2018 | 1 | $12,134.00 |
| RACKING EQUIPMENT | 9/11/2018 | 1 | $11,527.85 |
| WELDING MACHINERY | 9/11/2018 | 1 | $10,930.74 |
| UP040AA MISCELLANEOUS LABOR | 9/11/2018 | 1 | $10,655.20 |
| NETWORK SERVICE EQUIPMENT | 9/11/2018 | 1 | $10,443.50 |

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**Tangible Personal Property**
**Annual Reporting**

**Company: Wal-Mart Stores East, LP**

| Capital Item | Date of Purchase | Quantity | Amount |
|---|---|---|---|
| COMPRESSORS | 9/11/2018 | 1 | $9,295.41 |
| STANDALONE ENV POLICY PREMIUM FEE TAX | 9/11/2018 | 1 | $8,735.81 |
| RACKING EQUIPMENT | 9/11/2018 | 1 | $6,675.55 |
| MISC REFRIGERATION REPAIR | 9/11/2018 | 1 | $5,332.52 |
| REFRIGERATION VALVES | 9/11/2018 | 1 | $3,879.61 |
| Part 5ZG55Level Torpedo 7 1-2in | 9/11/2018 | 1 | $3,568.83 |
| RACKING EQUIPMENT | 9/11/2018 | 1 | $3,373.00 |
| SHELVING AND STORAGE | 9/11/2018 | 1 | $3,120.95 |
| BNCM_1001_500 COMBO CORNER MOUNT BRACKET | 9/11/2018 | 1 | $3,059.05 |
| RACKING EQUIPMENT | 9/11/2018 | 1 | $2,827.77 |
| RACKING EQUIPMENT | 9/11/2018 | 1 | $2,733.36 |
| RACKING EQUIPMENT | 9/11/2018 | 1 | $2,606.61 |
| FREIGHT | 9/11/2018 | 1 | $2,373.53 |
| MISC WAREHOUSE EQUIPMENT TOOLS ETC | 9/11/2018 | 1 | $1,146.41 |
| FREIGHT | 9/11/2018 | 1 | $600.27 |
| HEAVY EQUIPMENT COMPONENTS | 9/11/2018 | 1 | $373.28 |
| BNCM_1001_500 COMBO CORNER MOUNT BRACKET | 9/11/2018 | 1 | $232.97 |
| BNCM_1001_500 COMBO CORNER MOUNT BRACKET | 9/11/2018 | 1 | $217.28 |
| COMPUTER EQUIPMENT | 10/31/2018 | 1 | $822.17 |
| BATTERIES AND CELLS AND ACCESSORIES | 1/4/2019 | 1 | $16,211.88 |
| FIXTURES-EQUIPMENT - STORES | 5/31/2019 | 1 | $78,141.32 |
| COMPUTERS | 5/31/2019 | 1 | $3,588.65 |
| PERISHABLE DOORS | 9/24/2019 | 1 | $4,642.73 |
| Lockout / Tagout Procedures phase id 378 | 1/8/2020 | 1 | $22,915.69 |
| 56101500-INSTALL | 1/22/2020 | 1 | $24,633.70 |
| COMPUTER DATA INPUT DEVICES | 1/31/2020 | 1 | $17,426.22 |
| HARDWARE | 1/31/2020 | 1 | $2,140.00 |
| CABLING LABOR | 1/31/2020 | 1 | $52.46 |
| Crown RC554540 190 Clamp 25D-CC-35Q Groc | 4/1/2020 | 1 | $18,210.60 |
| CRW160427-042 FORK ASSEMBLY 1.75 X 4/42 | 4/1/2020 | 1 | $1,547.98 |
| CRW138382-002 LBR 39X36" | 4/1/2020 | 1 | $1,460.03 |
| CRW 136579-002 SIDESHIFTER CASCADE 959 C | 4/1/2020 | 1 | $1,232.99 |
| DOCK PLATES BUMPERS DOORS ETC | 5/1/2020 | 1 | $5,906.40 |
| FIXTURES-EQUIPMENT - STORES | 5/31/2020 | 1 | $570.00 |
| Crown PR4500-80 - Fork Length - 48" Re | 8/13/2020 | 1 | $16,958.99 |
| EMS - REFRIGERATION CONTROLS | 12/16/2020 | 1 | $1,492.65 |
| WAREHOUSE SHELVING & STORAGE | 12/20/2020 | 1 | $841,778.91 |
| FIRE PROTECTION EQUIPMENT | 12/20/2020 | 1 | $628,180.00 |
| REFRIG. EQUIPT.-CONDENSERS, COMPRESSORS | 12/20/2020 | 1 | $126,928.75 |
| WAREHOUSING EQUIPMENT AND SUPPLIES | 12/20/2020 | 1 | $3,708.02 |
| COMPUTER DATA INPUT DEVICES | 12/30/2020 | 1 | $963.25 |

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**Tangible Personal Property**
**Annual Reporting**

**Company: Wal-Mart Stores East, LP**

| Capital Item | Date of Purchase | Quantity | Amount |
|---|---|---|---|
| M-2505 | 1/13/2021 | 1 | $113,157.30 |
| COMPUTER DATA INPUT DEVICES | 1/25/2021 | 1 | $259,324.60 |
| COMPUTERS | 1/25/2021 | 1 | $526.66 |
| CABLING LABOR | 1/27/2021 | 1 | $6,838.20 |
| CABLING MATERIALS | 1/27/2021 | 1 | $1,527.96 |
| HARDWARE | 1/28/2021 | 1 | $34,018.74 |
| HARDWARE | 1/28/2021 | 1 | $26,269.45 |
| HARDWARE | 1/28/2021 | 1 | $21,383.95 |
| ACCESS CONTROL | 1/29/2021 | 1 | $5,143.49 |
| CCTV/TRANSFERRED EQUIPMENT | 1/29/2021 | 1 | $2,279.64 |
| LIFTING EQUIPMENT AND ACCESSORIES | 1/31/2021 | 1 | $931,404.74 |
| COMPUTERS | 1/31/2021 | 1 | $8,120.76 |
| FIXTURES-EQUIPMENT - STORES | 1/31/2021 | 1 | $3,105.00 |
| MMDelPre5550i92.4 GHz 8C 32GBRM512GbSSDQdro4GB109 | 3/26/2021 | 1 | $2,513.03 |
| COMPUTERS | 4/30/2021 | 1 | $19,044.28 |
| COMPUTER DATA INPUT DEVICES | 4/30/2021 | 1 | $2,988.63 |
| HARDWARE | 4/30/2021 | 1 | $2,401.18 |
| FORKLIFTS | 6/1/2021 | 1 | $292,383.44 |
| GENERAL DOCK PRODUCTS | 8/5/2021 | 1 | $8,110.60 |
| ADS 100 Digital Tool | 10/1/2021 | 1 | $6,287.00 |
| Toughbook Laptop | 10/6/2021 | 1 | $8,318.28 |
| WAREHOUSING EQUIPMENT AND SUPPLIES | 10/15/2021 | 1 | $26,142.09 |
| WAREHOUSE SHELVING & STORAGE | 10/15/2021 | 1 | $20,437.35 |
| MM-DelPre5560i98C32GB RAM512SSDA20004GB 148 | 10/27/2021 | 1 | $3,119.66 |
| Battery Charger | 11/2/2021 | 1 | $9,331.55 |
| SHOP TOOLS | 11/3/2021 | 1 | $18,795.29 |
| SHOP TOOLS | 11/3/2021 | 1 | $10,730.06 |
| Forklift | 11/4/2021 | 1 | $32,225.00 |
| Hunter Alignment Machine | 11/8/2021 | 1 | $48,043.78 |
| Shop Tools | 11/10/2021 | 1 | $9,286.25 |
| Air compressor | 11/10/2021 | 1 | $8,050.57 |
| SHRINK WRAP MACHINES | 11/17/2021 | 1 | $109,217.28 |
| SHOP TOOLS | 11/17/2021 | 1 | $5,914.02 |
| Shop Tools | 11/19/2021 | 1 | $26,385.47 |
| FIXTURES-EQUIPMENT - STORES | 11/30/2021 | 1 | $3,502.00 |
| FIXTURES-EQUIPMENT - STORES | 11/30/2021 | 1 | $1,983.19 |
| FIXTURES-EQUIPMENT - STORES | 11/30/2021 | 1 | $624.71 |
| SHOP TOOLS | 12/9/2021 | 1 | $12,151.84 |
| FORKLIFTS | 12/10/2021 | 1 | $36,773.16 |
| Shop Tools | 12/15/2021 | 1 | $1,776.98 |
| Floor Scrubber | 12/17/2021 | 1 | $7,294.86 |

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**Tangible Personal Property**
**Annual Reporting**

**Company: Wal-Mart Stores East, LP**

| Capital Item | Date of Purchase | Quantity | Amount |
|---|---|---|---|
| SHOP TOOLS | 12/17/2021 | 1 | $576.40 |
| Shop Tools | 12/22/2021 | 1 | $58,151.76 |
| Shop Tools | 12/22/2021 | 1 | $3,010.40 |
| SHOP TOOLS | 12/22/2021 | 1 | $498.97 |
| SHRINK WRAP MACHINES | 1/10/2022 | 1 | $11,168.13 |
| Washbay Vacuum | 1/18/2022 | 1 | $2,098.25 |
| Column Lift | 1/24/2022 | 1 | $27,713.20 |
| ESCO Oil Exchanger | 1/26/2022 | 1 | $13,392.00 |
| ESCO Fuel Recycler | 1/26/2022 | 1 | $2,901.14 |
| COMPUTERS | 1/31/2022 | 1 | $52,343.16 |
| FIXTURES-EQUIPMENT - STORES | 1/31/2022 | 1 | $950.00 |
| FIXTURES-EQUIPMENT - STORES | 1/31/2022 | 1 | $575.36 |
| COMPUTER DATA INPUT DEVICES | 2/28/2022 | 1 | $147,108.35 |
| COMPUTERS | 2/28/2022 | 1 | $11,380.53 |
| DIG.MOB.NETWORK INFRASTRUCT EQUIP & PART | 2/28/2022 | 1 | $2,653.90 |
| CABLING LABOR | 2/28/2022 | 1 | $1,053.95 |
| CABLING LABOR | 2/28/2022 | 1 | $1,016.50 |
| COMPUTER DATA INPUT DEVICES | 2/28/2022 | 1 | $743.08 |
| Ladder/Cage | 4/22/2022 | 1 | $3,291.32 |
| FIXTURES-EQUIPMENT - STORES | 4/30/2022 | 1 | $1,920.19 |
| Easy Scan & Diagnostic Harness | 5/5/2022 | 1 | $849.77 |
| Pit Covers | 5/6/2022 | 1 | $7,914.47 |
| 24102100-INSTALL | 5/15/2022 | 1 | $24,182.00 |
| 23152900-INSTALL | 6/3/2022 | 1 | $6,420.00 |
| SHRINK WRAP MACHINES | 6/3/2022 | 1 | $5,475.54 |
| DOCK PLATES BUMPERS DOORS ETC | 6/16/2022 | 1 | $35,307.86 |
| OFF THE SHELF VENDOR SOFTWARE | 7/14/2022 | 1 | $2,595.40 |
| Network Data Line Drops | 7/22/2022 | 1 | $6,642.31 |
| 23152900-INSTALL | 7/25/2022 | 1 | $9,095.00 |
| SHRINK WRAP MACHINES | 8/5/2022 | 1 | $109,739.20 |
| LOCKER FIXTURES AND EQUIPMENT | 8/31/2022 | 1 | $27,434.80 |
| FIXTURES-EQUIPMENT - STORES | 8/31/2022 | 1 | $4,356.90 |
| FIXTURES-EQUIPMENT - STORES | 8/31/2022 | 1 | $1,606.04 |
| 46171500-INSTALL | 8/31/2022 | 1 | $1,605.00 |
| 2 way radio for yard to shop | 9/13/2022 | 1 | $2,823.40 |
| DOCK PLATES BUMPERS DOORS ETC | 9/21/2022 | 1 | $50,964.10 |
| M-2646 | 9/26/2022 | 1 | $128,272.67 |
| FIXTURES-EQUIPMENT - STORES | 9/30/2022 | 1 | $4,075.00 |
| FIXTURES-EQUIPMENT - STORES | 9/30/2022 | 1 | $3,200.00 |
| RC5745-40-190 w/dbl. function Hydraulics | 10/18/2022 | 1 | $88,928.16 |
| DOCK PLATES BUMPERS DOORS ETC | 11/15/2022 | 1 | $34,828.50 |

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**Tangible Personal Property**
**Annual Reporting**

**Company: Wal-Mart Stores East, LP**

| Capital Item | Date of Purchase | Quantity | Amount |
|---|---|---|---|
| MISC REFRIGERATION REPAIR | 11/18/2022 | 1 | $43,982.99 |
| FIXTURES-EQUIPMENT - STORES | 11/30/2022 | 1 | $641.11 |
| REFRIGERATION UNITS | 12/31/2022 | 1 | $53,544.74 |
| **Total** | | | **$38,603,194.40** |

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**Employment Annual Reporting**
**Annual Reporting**
**Company: Wal-Mart Stores East, LP.**

| Title | NAICS | # FT | # PT | Avg. Salary | Hire Date |
|---|---|---|---|---|---|
| Manager | 493110 | 1 | | $ 169,997.83 | 12/6/2019 |
| Manager | 493110 | 1 | | $ 164,582.29 | 11/11/2019 |
| Manager | 493110 | 1 | | $ 140,631.64 | 1/19/2018 |
| Manager | 493110 | 1 | | $ 122,230.11 | 1/19/2018 |
| Manager | 493110 | 1 | | $ 120,259.62 | 1/19/2018 |
| Manager | 493110 | 1 | | $ 119,691.66 | 5/10/2019 |
| Manager | 493110 | 1 | | $ 116,896.60 | 3/30/2018 |
| Manager | 493110 | 1 | | $ 116,219.64 | 5/11/2018 |
| Manager | 493110 | 1 | | $ 115,136.70 | 3/30/2018 |
| Manager | 493110 | 1 | | $ 109,914.07 | 5/11/2018 |
| Manager | 493110 | 1 | | $ 100,523.67 | 3/30/2018 |
| Manager | 493110 | 1 | | $ 97,932.98 | 3/30/2018 |
| Manager | 493110 | 1 | | $ 95,621.56 | 3/30/2018 |
| Manager | 493110 | 1 | | $ 93,126.10 | 2/16/2018 |
| Manager | 493110 | 1 | | $ 90,824.71 | 5/11/2018 |
| Manager | 493110 | 1 | | $ 90,731.90 | 6/22/2020 |
| Manager | 493110 | 1 | | $ 66,710.54 | 1/20/2020 |
| Manager | 493110 | 1 | | $ 88,856.09 | 4/30/2018 |
| Manager | 493110 | 1 | | $ 88,351.99 | 11/8/2019 |
| Manager | 493110 | 1 | | $ 88,076.47 | 4/13/2018 |
| Manager | 493110 | 1 | | $ 66,390.26 | 7/20/2018 |
| Manager | 493110 | 1 | | $ 64,056.21 | 9/13/2021 |
| Manager | 493110 | 1 | | $ 60,487.55 | 9/20/2021 |
| Manager | 493110 | 1 | | $ 62,538.01 | 10/26/2018 |
| Manager | 493110 | 1 | | $ 82,812.18 | 2/15/2019 |
| Manager | 493110 | 1 | | $ 52,004.36 | 6/21/2021 |
| Manager | 493110 | 1 | | $ 56,830.87 | 4/3/2020 |
| Manager | 493110 | 1 | | $ 80,135.40 | 2/16/2018 |
| Warehouse Associate | 493110 | 1 | | $ 90,479.14 | 11/15/2021 |
| Manager | 493110 | 1 | | $ 79,616.46 | 7/20/2018 |
| Warehouse Associate | 493110 | 1 | | $ 85,776.41 | 7/16/2018 |
| Warehouse Associate | 493110 | 1 | | $ 85,132.15 | 9/27/2019 |
| Warehouse Associate | 493110 | 1 | | $ 84,777.80 | 6/25/2018 |
| Warehouse Associate | 493110 | 1 | | $ 84,040.63 | 7/20/2018 |
| Manager | 493110 | 1 | | $ 77,654.97 | 7/5/2019 |
| Warehouse Associate | 493110 | 1 | | $ 82,448.15 | 2/15/2021 |
| Warehouse Associate | 493110 | 1 | | $ 82,365.96 | 4/26/2021 |
| Warehouse Associate | 493110 | 1 | | $ 80,212.72 | 6/17/2019 |
| Warehouse Associate | 493110 | 1 | | $ 79,944.32 | 7/23/2018 |
| Warehouse Associate | 493110 | 1 | | $ 78,925.32 | 9/28/2020 |
| Manager | 493110 | 1 | | $ 76,100.14 | 7/23/2018 |
| Warehouse Associate | 493110 | 1 | | $ 78,856.68 | 9/13/2021 |

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**Employment Annual Reporting**
**Annual Reporting**
**Company: Wal-Mart Stores East, LP.**

| Title | NAICS | # FT | # PT | Avg. Salary | Hire Date |
|---|---|---|---|---|---|
| Warehouse Associate | 493110 | 1 | | $ 78,179.09 | 9/27/2019 |
| Warehouse Associate | 493110 | 1 | | $ 78,034.17 | 4/27/2018 |
| Manager | 493110 | 1 | | $ 74,567.63 | 12/21/2018 |
| Manager | 493110 | 1 | | $ 74,528.28 | 7/16/2018 |
| Manager | 493110 | 1 | | $ 74,514.46 | 7/16/2018 |
| Warehouse Associate | 493110 | 1 | | $ 77,571.23 | 11/11/2019 |
| Warehouse Associate | 493110 | 1 | | $ 77,362.09 | 10/12/2020 |
| Warehouse Associate | 493110 | 1 | | $ 77,339.09 | 8/20/2018 |
| Warehouse Associate | 493110 | 1 | | $ 77,260.65 | 3/29/2021 |
| Manager | 493110 | 1 | | $ 71,466.43 | 7/9/2018 |
| Warehouse Associate | 493110 | 1 | | $ 76,349.82 | 4/30/2018 |
| Manager | 493110 | 1 | | $ 71,238.80 | 4/30/2018 |
| Warehouse Associate | 493110 | 1 | | $ 76,177.72 | 7/9/2018 |
| Warehouse Associate | 493110 | 1 | | $ 75,999.28 | 3/1/2021 |
| Warehouse Associate | 493110 | 1 | | $ 75,813.21 | 8/20/2018 |
| Warehouse Associate | 493110 | 1 | | $ 75,750.76 | 7/6/2018 |
| Warehouse Associate | 493110 | 1 | | $ 74,774.93 | 5/29/2018 |
| Warehouse Associate | 493110 | 1 | | $ 73,245.97 | 4/13/2018 |
| Warehouse Associate | 493110 | 1 | | $ 73,189.01 | 6/15/2020 |
| Warehouse Associate | 493110 | 1 | | $ 73,075.60 | 4/13/2018 |
| Warehouse Associate | 493110 | 1 | | $ 72,446.22 | 4/13/2018 |
| Warehouse Associate | 493110 | 1 | | $ 71,890.24 | 5/11/2018 |
| Warehouse Associate | 493110 | 1 | | $ 71,680.77 | 3/15/2021 |
| Manager | 493110 | 1 | | $ 67,924.67 | 7/2/2018 |
| Manager | 493110 | 1 | | $ 67,287.06 | 3/8/2021 |
| Warehouse Associate | 493110 | 1 | | $ 71,498.71 | 10/26/2018 |
| Warehouse Associate | 493110 | 1 | | $ 71,348.42 | 9/29/2018 |
| Warehouse Associate | 493110 | 1 | | $ 71,215.11 | 6/7/2019 |
| Warehouse Associate | 493110 | 1 | | $ 70,242.31 | 2/15/2021 |
| Warehouse Associate | 493110 | 1 | | $ 69,740.04 | 4/12/2021 |
| Warehouse Associate | 493110 | 1 | | $ 69,557.29 | 2/4/2019 |
| Warehouse Associate | 493110 | 1 | | $ 69,170.82 | 4/29/2019 |
| Warehouse Associate | 493110 | 1 | | $ 68,898.65 | 9/18/2018 |
| Warehouse Associate | 493110 | 1 | | $ 68,492.22 | 8/3/2020 |
| Warehouse Associate | 493110 | 1 | | $ 68,429.79 | 2/3/2020 |
| Warehouse Associate | 493110 | 1 | | $ 68,418.17 | 7/2/2018 |
| Warehouse Associate | 493110 | 1 | | $ 68,380.55 | 12/10/2018 |
| Warehouse Associate | 493110 | 1 | | $ 68,135.13 | 4/30/2018 |
| Warehouse Associate | 493110 | 1 | | $ 68,008.87 | 12/9/2019 |
| Warehouse Associate | 493110 | 1 | | $ 67,210.82 | 4/13/2018 |
| Warehouse Associate | 493110 | 1 | | $ 66,719.50 | 6/21/2021 |
| Warehouse Associate | 493110 | 1 | | $ 66,408.26 | 8/2/2021 |

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**Employment Annual Reporting**
**Annual Reporting**
**Company: Wal-Mart Stores East, LP.**

| Title | NAICS | # FT | # PT | Avg. Salary | Hire Date |
|---|---|---|---|---|---|
| Warehouse Associate | 493110 | 1 | | $ 66,328.59 | 4/30/2018 |
| Warehouse Associate | 493110 | 1 | | $ 66,150.76 | 8/20/2018 |
| Warehouse Associate | 493110 | 1 | | $ 65,970.45 | 9/17/2018 |
| Warehouse Associate | 493110 | 1 | | $ 65,379.84 | 7/6/2018 |
| Warehouse Associate | 493110 | 1 | | $ 65,134.57 | 10/25/2021 |
| Warehouse Associate | 493110 | 1 | | $ 64,601.85 | 4/13/2018 |
| Warehouse Associate | 493110 | 1 | | $ 64,523.03 | 7/23/2018 |
| Warehouse Associate | 493110 | 1 | | $ 64,209.03 | 5/11/2018 |
| Warehouse Associate | 493110 | 1 | | $ 64,012.66 | 7/9/2018 |
| Warehouse Associate | 493110 | 1 | | $ 63,654.66 | 10/25/2019 |
| Warehouse Associate | 493110 | 1 | | $ 63,550.16 | 9/17/2018 |
| Warehouse Associate | 493110 | 1 | | $ 63,465.22 | 6/8/2018 |
| Warehouse Associate | 493110 | 1 | | $ 63,369.99 | 6/8/2018 |
| Warehouse Associate | 493110 | 1 | | $ 63,049.33 | 5/11/2018 |
| Warehouse Associate | 493110 | 1 | | $ 62,626.88 | 11/23/2018 |
| Warehouse Associate | 493110 | 1 | | $ 62,587.29 | 9/6/2021 |
| Warehouse Associate | 493110 | 1 | | $ 62,437.68 | 1/7/2019 |
| Warehouse Associate | 493110 | 1 | | $ 61,862.97 | 7/16/2018 |
| Warehouse Associate | 493110 | 1 | | $ 61,789.06 | 8/17/2020 |
| Warehouse Associate | 493110 | 1 | | $ 61,570.46 | 3/29/2021 |
| Warehouse Associate | 493110 | 1 | | $ 61,132.13 | 7/16/2018 |
| Warehouse Associate | 493110 | 1 | | $ 61,110.86 | 4/13/2018 |
| Warehouse Associate | 493110 | 1 | | $ 60,978.77 | 11/8/2021 |
| Warehouse Associate | 493110 | 1 | | $ 60,919.51 | 7/2/2018 |
| Warehouse Associate | 493110 | 1 | | $ 60,464.57 | 7/23/2018 |
| Warehouse Associate | 493110 | 1 | | $ 60,367.34 | 7/9/2018 |
| Warehouse Associate | 493110 | 1 | | $ 60,227.02 | 6/7/2021 |
| Warehouse Associate | 493110 | 1 | | $ 60,048.76 | 6/8/2018 |
| Warehouse Associate | 493110 | 1 | | $ 60,017.60 | 7/6/2018 |
| Warehouse Associate | 493110 | 1 | | $ 59,975.42 | 9/13/2021 |
| Warehouse Associate | 493110 | 1 | | $ 59,961.02 | 4/13/2018 |
| Warehouse Associate | 493110 | 1 | | $ 59,953.75 | 10/29/2019 |
| Warehouse Associate | 493110 | 1 | | $ 59,913.52 | 7/8/2019 |
| Warehouse Associate | 493110 | 1 | | $ 59,809.25 | 4/27/2018 |
| Warehouse Associate | 493110 | 1 | | $ 59,677.14 | 5/18/2020 |
| Warehouse Associate | 493110 | 1 | | $ 59,589.23 | 4/16/2018 |
| Warehouse Associate | 493110 | 1 | | $ 59,554.94 | 11/12/2018 |
| Warehouse Associate | 493110 | 1 | | $ 59,548.67 | 4/1/2019 |
| Warehouse Associate | 493110 | 1 | | $ 59,380.56 | 4/26/2021 |
| Warehouse Associate | 493110 | 1 | | $ 59,281.16 | 1/14/2020 |
| Warehouse Associate | 493110 | 1 | | $ 58,979.20 | 7/16/2018 |
| Warehouse Associate | 493110 | 1 | | $ 58,944.23 | 8/2/2019 |

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**Employment Annual Reporting**
**Annual Reporting**
**Company: Wal-Mart Stores East, LP.**

| Title | NAICS | # FT | # PT | Avg. Salary | Hire Date |
|---|---|---|---|---|---|
| Warehouse Associate | 493110 | 1 | | $ 58,696.83 | 8/2/2021 |
| Warehouse Associate | 493110 | 1 | | $ 58,669.61 | 7/19/2021 |
| Warehouse Associate | 493110 | 1 | | $ 58,585.81 | 2/15/2021 |
| Warehouse Associate | 493110 | 1 | | $ 58,499.88 | 7/9/2018 |
| Warehouse Associate | 493110 | 1 | | $ 58,379.89 | 7/23/2018 |
| Warehouse Associate | 493110 | 1 | | $ 57,993.25 | 7/22/2019 |
| Warehouse Associate | 493110 | 1 | | $ 57,807.21 | 8/3/2018 |
| Warehouse Associate | 493110 | 1 | | $ 57,788.38 | 7/6/2018 |
| Warehouse Associate | 493110 | 1 | | $ 57,532.44 | 7/26/2021 |
| Warehouse Associate | 493110 | 1 | | $ 57,421.34 | 8/30/2021 |
| Warehouse Associate | 493110 | 1 | | $ 57,199.81 | 6/22/2018 |
| Warehouse Associate | 493110 | 1 | | $ 57,129.85 | 3/29/2021 |
| Warehouse Associate | 493110 | 1 | | $ 57,124.45 | 7/19/2021 |
| Warehouse Associate | 493110 | 1 | | $ 56,973.97 | 7/20/2018 |
| Warehouse Associate | 493110 | 1 | | $ 56,752.02 | 5/29/2018 |
| Warehouse Associate | 493110 | 1 | | $ 56,741.23 | 3/29/2021 |
| Warehouse Associate | 493110 | 1 | | $ 56,601.07 | 8/31/2018 |
| Warehouse Associate | 493110 | 1 | | $ 56,453.12 | 3/1/2021 |
| Warehouse Associate | 493110 | 1 | | $ 56,372.81 | 8/23/2021 |
| Warehouse Associate | 493110 | 1 | | $ 56,313.89 | 5/18/2020 |
| Warehouse Associate | 493110 | 1 | | $ 56,151.77 | 5/31/2021 |
| Warehouse Associate | 493110 | 1 | | $ 56,093.73 | 7/5/2021 |
| Warehouse Associate | 493110 | 1 | | $ 56,066.21 | 7/6/2020 |
| Warehouse Associate | 493110 | 1 | | $ 55,908.81 | 3/30/2018 |
| Warehouse Associate | 493110 | 1 | | $ 55,841.57 | 8/16/2021 |
| Warehouse Associate | 493110 | 1 | | $ 55,365.93 | 7/23/2018 |
| Warehouse Associate | 493110 | 1 | | $ 55,311.07 | 5/14/2018 |
| Warehouse Associate | 493110 | 1 | | $ 55,275.75 | 10/4/2021 |
| Warehouse Associate | 493110 | 1 | | $ 55,159.72 | 2/15/2021 |
| Warehouse Associate | 493110 | 1 | | $ 55,106.65 | 3/1/2019 |
| Warehouse Associate | 493110 | 1 | | $ 55,084.89 | 5/29/2018 |
| Warehouse Associate | 493110 | 1 | | $ 54,924.91 | 7/19/2021 |
| Warehouse Associate | 493110 | 1 | | $ 54,918.74 | 7/19/2021 |
| Warehouse Associate | 493110 | 1 | | $ 54,825.15 | 7/16/2018 |
| Warehouse Associate | 493110 | 1 | | $ 54,606.42 | 10/11/2021 |
| Warehouse Associate | 493110 | 1 | | $ 54,575.55 | 10/7/2019 |
| Warehouse Associate | 493110 | 1 | | $ 54,365.66 | 7/23/2018 |
| Warehouse Associate | 493110 | 1 | | $ 54,343.59 | 8/3/2020 |
| Warehouse Associate | 493110 | 1 | | $ 54,167.53 | 3/1/2021 |
| Warehouse Associate | 493110 | 1 | | $ 54,137.25 | 5/29/2018 |
| Warehouse Associate | 493110 | 1 | | $ 54,109.09 | 11/29/2021 |
| Warehouse Associate | 493110 | 1 | | $ 53,921.60 | 7/16/2018 |

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**Employment Annual Reporting**
**Annual Reporting**
**Company: Wal-Mart Stores East, LP.**

| Title | NAICS | # FT | # PT | Avg. Salary | Hire Date |
|---|---|---|---|---|---|
| Warehouse Associate | 493110 | 1 | | $ 53,803.73 | 5/29/2018 |
| Warehouse Associate | 493110 | 1 | | $ 53,782.37 | 8/30/2021 |
| Warehouse Associate | 493110 | 1 | | $ 53,673.22 | 8/3/2018 |
| Warehouse Associate | 493110 | 1 | | $ 53,595.21 | 9/16/2019 |
| Warehouse Associate | 493110 | 1 | | $ 53,542.37 | 8/16/2021 |
| Warehouse Associate | 493110 | 1 | | $ 53,409.30 | 8/30/2019 |
| Warehouse Associate | 493110 | 1 | | $ 53,351.15 | 4/30/2018 |
| Warehouse Associate | 493110 | 1 | | $ 53,325.13 | 3/22/2021 |
| Warehouse Associate | 493110 | 1 | | $ 53,319.08 | 11/9/2020 |
| Warehouse Associate | 493110 | 1 | | $ 53,259.68 | 6/8/2018 |
| Warehouse Associate | 493110 | 1 | | $ 53,247.61 | 3/8/2021 |
| Warehouse Associate | 493110 | 1 | | $ 53,193.37 | 11/21/2021 |
| Warehouse Associate | 493110 | 1 | | $ 53,152.11 | 8/12/2019 |
| Warehouse Associate | 493110 | 1 | | $ 53,079.64 | 7/16/2018 |
| Warehouse Associate | 493110 | 1 | | $ 53,054.22 | 10/15/2018 |
| Warehouse Associate | 493110 | 1 | | $ 52,930.79 | 3/27/2018 |
| Warehouse Associate | 493110 | 1 | | $ 52,821.00 | 10/28/2019 |
| Warehouse Associate | 493110 | 1 | | $ 52,812.99 | 2/15/2021 |
| Warehouse Associate | 493110 | 1 | | $ 52,792.30 | 12/30/2019 |
| Warehouse Associate | 493110 | 1 | | $ 52,615.32 | 3/15/2021 |
| Warehouse Associate | 493110 | 1 | | $ 52,563.89 | 9/4/2018 |
| Warehouse Associate | 493110 | 1 | | $ 52,552.16 | 5/29/2018 |
| Warehouse Associate | 493110 | 1 | | $ 52,513.64 | 5/24/2021 |
| Warehouse Associate | 493110 | 1 | | $ 52,505.82 | 5/24/2021 |
| Warehouse Associate | 493110 | 1 | | $ 52,317.10 | 5/31/2021 |
| Warehouse Associate | 493110 | 1 | | $ 52,210.43 | 1/18/2021 |
| Warehouse Associate | 493110 | 1 | | $ 52,192.52 | 7/16/2018 |
| Warehouse Associate | 493110 | 1 | | $ 52,175.31 | 3/31/2020 |
| Warehouse Associate | 493110 | 1 | | $ 52,155.69 | 7/20/2018 |
| Warehouse Associate | 493110 | 1 | | $ 52,102.32 | 5/29/2018 |
| Warehouse Associate | 493110 | 1 | | $ 52,023.75 | 1/9/2018 |
| Warehouse Associate | 493110 | 1 | | $ 51,889.47 | 6/21/2021 |
| Warehouse Associate | 493110 | 1 | | $ 51,798.85 | 6/14/2021 |
| Warehouse Associate | 493110 | 1 | | $ 51,675.85 | 2/15/2021 |
| Warehouse Associate | 493110 | 1 | | $ 51,509.24 | 11/9/2020 |
| Warehouse Associate | 493110 | 1 | | $ 51,489.70 | 8/9/2021 |
| Warehouse Associate | 493110 | 1 | | $ 51,461.02 | 6/15/2020 |
| Warehouse Associate | 493110 | 1 | | $ 51,455.10 | 7/20/2018 |
| Warehouse Associate | 493110 | 1 | | $ 51,301.33 | 12/6/2021 |
| Warehouse Associate | 493110 | 1 | | $ 51,265.46 | 11/11/2019 |
| Warehouse Associate | 493110 | 1 | | $ 51,095.52 | 5/11/2018 |
| Warehouse Associate | 493110 | 1 | | $ 50,849.37 | 1/18/2021 |

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**Employment Annual Reporting**
**Annual Reporting**
**Company: Wal-Mart Stores East, LP.**

| Title | NAICS | # FT | # PT | Avg. Salary | Hire Date |
|---|---|---|---|---|---|
| Warehouse Associate | 493110 | 1 | | $ 50,800.47 | 3/22/2021 |
| Warehouse Associate | 493110 | 1 | | $ 50,765.16 | 5/10/2019 |
| Warehouse Associate | 493110 | 1 | | $ 50,708.48 | 10/25/2021 |
| Warehouse Associate | 493110 | 1 | | $ 50,657.29 | 12/16/2019 |
| Warehouse Associate | 493110 | 1 | | $ 50,642.77 | 11/11/2019 |
| Warehouse Associate | 493110 | 1 | | $ 50,635.09 | 6/7/2021 |
| Warehouse Associate | 493110 | 1 | | $ 50,538.16 | 6/7/2021 |
| Warehouse Associate | 493110 | 1 | | $ 50,515.23 | 9/28/2018 |
| Warehouse Associate | 493110 | 1 | | $ 50,460.07 | 9/20/2021 |
| Warehouse Associate | 493110 | 1 | | $ 50,351.46 | 6/8/2018 |
| Warehouse Associate | 493110 | 1 | | $ 50,330.60 | 11/15/2021 |
| Warehouse Associate | 493110 | 1 | | $ 50,227.98 | 9/20/2021 |
| Warehouse Associate | 493110 | 1 | | $ 50,224.06 | 7/9/2018 |
| Warehouse Associate | 493110 | 1 | | $ 50,221.91 | 5/13/2019 |
| Warehouse Associate | 493110 | 1 | | $ 49,738.85 | 5/17/2021 |
| Warehouse Associate | 493110 | 1 | | $ 49,709.95 | 1/21/2019 |
| Warehouse Associate | 493110 | 1 | | $ 49,626.42 | 7/20/2018 |
| Warehouse Associate | 493110 | 1 | | $ 49,566.00 | 5/29/2018 |
| Warehouse Associate | 493110 | 1 | | $ 49,492.45 | 8/17/2020 |
| Warehouse Associate | 493110 | 1 | | $ 49,482.77 | 7/16/2018 |
| Warehouse Associate | 493110 | 1 | | $ 49,458.53 | 1/21/2019 |
| Warehouse Associate | 493110 | 1 | | $ 49,423.04 | 8/23/2021 |
| Warehouse Associate | 493110 | 1 | | $ 49,399.93 | 11/4/2019 |
| Warehouse Associate | 493110 | 1 | | $ 49,353.87 | 7/19/2021 |
| Warehouse Associate | 493110 | 1 | | $ 49,304.17 | 6/14/2021 |
| Warehouse Associate | 493110 | 1 | | $ 49,259.16 | 4/26/2021 |
| Warehouse Associate | 493110 | 1 | | $ 49,221.58 | 3/8/2021 |
| Warehouse Associate | 493110 | 1 | | $ 48,118.14 | 4/13/2018 |
| Warehouse Associate | 493110 | 1 | | $ 47,684.41 | 6/21/2021 |
| Total | | 239 | | $ 64,872.94 | |

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Selection Criteria:
Juris. Code: FL-0000;

# WAL-MART ASSOCIATES, INC.

## SUI Tax/Wage Report by State

**Quarter 4 of 2022**

**Today's Date:** 2/10/2023
**Time:** 12:17 PM


| Company | Rate | Number of Employees Mth 1 | Mth 2 | Mth 3 | Gross Wages | Excess Wages | Taxable Wages | Tax Due |
|---|---|---|---|---|---|---|---|---|
| **FLORIDA** | | | | | | | | |
| 01WS WAL-MART ASSOCIATES, INC. State ID: 1597688-8 | | | | | | | | |
| SUI Tax 05-08008-0548-100010 | | | | | | | | |
| 01WS WAL-MART ASSOCIATES, INC. | 0.0060000 | 116432 | 119679 | 122459 | 924,434,988.57 | 832,120,976.39 | 92,314,012.18 | 553,884.07 |
| TOTAL SUI TAX | | 116432 | 119679 | 122459 | 924,434,988.57 | 832,120,976.39 | 92,314,012.18 | 553,884.07 |
| **TOTAL COMBINE 01WS FLORIDA** | | **116432** | **119679** | **122459** | | | | **553,884.07** |
| ***TOTAL FLORIDA** | | **116432** | **119679** | **122459** | **924,434,988.57** | **832,120,976.39** | **92,314,012.18** | **553,884.07** |
| ***Grand Total:** | | **116432** | **119679** | **122459** | | **832,120,976.39** | | **553,884.07** |
| | | | | | **924,434,988.57** | | **92,314,012.18** | |

*Total on wages indicate only SUI TAX type

[LTtax*NET: rptSUIRptByState2]

CITY OF COCOA DEVELOPMENT ORDER

RELATED TO THE BREVARD CROSSINGS REGIONAL ACTIVITY CENTER

FOR

COCOA LOGISTICS AND BUSINESS CENTER

THIS CITY OF COCOA DEVELOPMENT ORDER (this "City Development Order") is made and entered into as of the 14th day of March, 2017, by and between the City of Cocoa, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 65 Stone Street, Cocoa, Florida 32922 (the "City"), and Wal-Mart Stores East, LP, a Delaware limited partnership, whose address is 2001 Southeast 19th Street, Bentonville, Arkansas 72716-0550 (the "Developer").

SECTION I. FINDINGS OF FACT

1. On March 12, 2002, the City approved the Brevard Crossings Development of Regional Impact, named the Brevard Crossings ("Brevard Crossings DRI") and issued a DRI Development Order pursuant to Section 380.06, Florida Statutes that was recorded at OR Book 4557, Page 0001 of the Public Records of Brevard County, Florida.

2. Also on March 12, 2002, Brevard Crossings was designated as a Regional Activity Center in the City of Cocoa Comprehensive Plan (the "City's Comprehensive Plan").

3. On May 6, 2002, the Florida Department of Transportation ("FDOT"), the City, and Brevard Crossings, LLC entered into that certain Brevard Crossings DRI Transportation Mitigation Agreement (the "Transportation Mitigation Agreement"), and the Brevard Crossings DRI Development Order was subsequently amended on February 25, 2003, to incorporate the terms and conditions of the Transportation Mitigation Agreement. The First Amended Development Order was recorded at OR Book 4915, Page 1837 of the Public Records of Brevard

County, Florida.

4. The City's Comprehensive Plan and the Brevard Crossings DRI were subsequently amended on September 17, 2003 to include 2.3 acres of additional land. The Second Amended Development Order was recorded at OR Book 5167, Page 2408 of the Public Records of Brevard County, Florida.

5. On April 10, 2007, the City adopted the Third Amended Development Order, recorded at O.R. Book 5788, Page 8883 of the Public Records of Brevard County, which extended the Project commencement date by two years to March 12, 2009. This date was subsequently extended to March 12, 2010 by the City at its meeting of February 24, 2009.

6. The legal description for the Brevard Crossings property (the "Property") is attached hereto as Exhibit "A" and incorporated herein by reference, and the Property is currently designated as the Brevard Crossings Regional Activity Center pursuant to the City's Comprehensive Plan, Future Land Use Element, Policy1.1.2.7.

7. On May 27, 2010, the Cocoa Master Development, LLC submitted a Request to Rescind the Brevard Crossings DRI Development Order, which included documentation of completion of the environmental mitigation for the entire Project. No development had occurred within the Project, and no additional mitigation was required prior to rescission of the Brevard Crossings DRI Development Order.

8. The City approved an Order Rescinding the Brevard Crossings DRI Development Order and, at the same City Council hearing, also approved the City of Cocoa Development Order for Brevard Crossings, dated October 26, 2010, recorded at OR Book 6259, Page 1528 of the Public Records of Brevard County ("Original City Development Order") which set forth the rights and obligations governing the Project subsequent to the rescission of the

Brevard Crossings DRI Development Order.

9. In early 2017, Wal-Mart Stores East, LP, as contract purchaser and successor to Brevard Crossings, LLC submitted a request to amend and restate the October 26, 2010 City of Cocoa Development Order for the Brevard Crossing Regional Activity Center in furtherance of a proposed development project which will be named the Cocoa Logistics and Business Center ("Project" or "Cocoa Logistics and Business Center").

10. The Brevard Crossings Project consisted of the following Development Program: 810,000 square feet of commercial; 180,000 square feet of office; 1,000,000 square feet of industrial/business park; 675 multi-family residential units; and 270 hotel rooms, which is consistent with the Brevard Crossing Regional Activity Center as that term is described in Future Land Use Policy 1.2.7.E and 1.2.7.N of the City Comprehensive Plan 2010-2020.

11. The City has approved amending and restating of the City of Cocoa Development Order for Brevard Crossings on March 14, 2017, and adopted this City Development Order, which amends and restates the City of Cocoa Development Order related to the Brevard Crossings Regional Activity Center in its entirety, and sets forth the rights and obligations governing the Cocoa Logistics and Business Center.

12. The Developer's authorized agent is Brian Hooper, Vice President of Real Estate with an address of Walmart Stores East, LP, 2001 SE 10th Street, Bentonville, AR 72716, and any and all correspondence and communication may be made to the Developer at such address, with a copy to Kutak Rock LLP, Attention: Terry Pool, 234 East Millsap Road, Suite 200, Fayetteville, AR 72703-4099.

13. Wal-Mart Stores East, LP, is the successor in interest to Cocoa Master Development, LLC, which was the successor in interest to Brevard Crossings, LLC, the

original Developer for the Brevard Crossings project and has authority to take any actions in regard to the Property and the Cocoa Logistics and Business Center that are the subject of this City Development Order.

SECTION II. CONCLUSIONS OF LAW

1. The Cocoa Logistics and Business Center Project shall be consistent with the City's Comprehensive Plan.

2. Subject to Wal-Mart Stores East, LP acquiring the Property, this City Development Order will become effective consistent with the provisions of Section XI C, and will constitute final approval for Cocoa Logistics and Business Center, as more particularly detailed in the Terms and Conditions of Development set forth herein; provided, however, any and all development provided for herein is subject to review and approval by the City in accordance with adopted development review procedures.

SECTION III. TERMS AND CONDITIONS OF DEVELOPMENT

The following terms and conditions of development approval are imposed upon Cocoa Logistics and Business Center and are accepted by the Developer for itself and on behalf of the developers of one or more sites within the Project (the "Site Developers") who take title from the Developer.

1. GENERAL

A. Cocoa Logistics and Business Center shall be developed in accordance with the City's Land Development Code, unless otherwise provided by the conditions of this City Development Order. This City Development Order shall prevail over any conflicting provision in the City's Land Development Code.

B. Cocoa Logistics and Business Center shall consist of no more than the specifically

described development program set forth below and on the Master Development Plan attached hereto as Exhibit "B," unless the trip conversion table attached hereto as Exhibit "C" is used to modify the development program.

1. Development Program: The mix of uses for the Cocoa Logistics and Business Center shall not exceed the intensities established for the Brevard Crossings Regional Activity Center under the City's Comprehensive Plan, Future Land Use Element, Policy 1.1.2.7.N, Subarea Policy 2, and. shall consist of not more than 1,020,000 square feet of industrial (including 420,000 square feet of warehouse and 600,000 square feet of distribution center); 270 room hotel; 150,000 square feet of office; 28,000 square feet of commercial; 8,000 square office of high-turnover (sit-down) restaurant and a one (1) acre municipal services parcel unless this Development Program is modified as provided for in this City Development Order.

2. Location: Cocoa Logistics and Business Center is located within the municipal limits of the City of Cocoa, Florida.

3. Acreage: 271.3± acres.

4. Legal Description: A legal description for the Property is attached as Exhibit "A."

5. Master Development Plan: The Master Development Plan is attached as Exhibit "B."

The Developer may increase or decrease the amount of a particular land use within the approved development program by using the conversion table, attached as Exhibit "C," which is based on equivalent PM peak hour peak directional trip ends. Use of the conversion table may increase or decrease the total amount of each land use by no more than the amount allowed in Future Land Use Policy 1.1.2.7.E. of the City's Comprehensive Plan. Greater

changes than those permitted under the aforesaid Policy, considered cumulatively, shall be subject to a comprehensive plan amendment amending the maximum intensities set forth in Subarea Policy 2. Additionally, the change must address impacts to the potable water usage and identify if the potable water capacity and allocation under the applicable consumptive use permit are available, taking into consideration any reclaimed water capacity that may be available. Additionally, the change must address any impacts to the surface water management system. Any time the conversion table is to be used, the City, FDOT, and the St. Johns River Water Management District ("SJRWMD") must be provided notice of the proposal at least 60 days in advance of the change. Notwithstanding any terms or conditions to the contrary herein, upon execution of this City Development Order, Developer shall be entitled, at such time as Developer deems necessary, to proceed with site-clearing and site-preparation activities on the Property for Phase 1 (as defined in Section 4, Paragraph A) prior to other final permit approvals being granted by the City for the Project. Site-clearing and site-preparation activities shall consist of vegetation removal, grading, construction of erosion control measures, storm water retention ponds and fill for building pads. Prior to commencing work, the Developer will provide the City with a written certification from the project engineer and/or other applicable consultant certifying that the work to be performed is in compliance with applicable environmental laws and permits, including, but not limited to, laws applicable to endangered or threatened species, artesian water wells, wetlands, hazardous materials, and historical artifacts. In the event that the Project is unreasonably delayed or abandoned by the Developer, the City may require, upon written notice to the Developer, that the Developer implement a restoration plan for the site in order to protect the public health, safety and welfare including, but not limited to, re-grading the site to eliminate unusually high stockpiles, eliminate unsafe conditions, grass and mulch, fencing access roads,

and maintaining silt fences.

2. HISTORICAL RESOURCES

Construction personnel working on the Property shall be notified, through posted advisories or other methods, of the potential for archaeological artifact discoveries on the site and to report suspected findings to the project manager. In the event of discovery of artifacts of historical or archaeological significance during construction, the Site Developer shall stop construction at the site of discovery and notify the City and the Division of Historic Resources of the Florida Department of State. From the date of notification, construction shall be suspended within a 100-foot radius of the site of discovery for a period of up to 120 days to allow evaluation of the site.

3. NATURAL SYSTEMS

A. Except as otherwise allowable by this City Development Order, the City Comprehensive Plan or any applicable permit issued in accordance with state or federal law, site development related activities shall not result in the harming, pursuit or harassment of wildlife species classified as endangered, threatened or a species of special concern by either the state or federal government in contravention of applicable state or federal laws. Should such species be determined to be residing on, or be otherwise significantly dependent upon all or a portion of the Cocoa Logistics and Business Center site, the Site Developer shall immediately notify the City, the Florida Fish and Wildlife Conservation Commission and the United States Fish and Wildlife Service. The Site Developer shall cease all activities which might negatively affect that individual or population until directed otherwise by the jurisdictional wildlife agency. The Site Developer shall provide proper protection, to the satisfaction of all agencies with jurisdiction. "Harming" and "harassment" as used in this recommendation shall be defined in the same

manner as "harm" and "harass" respectively are defined in 50 CFR Section 17.3.

B. Mitigation for wetland impacts has been completed as prescribed in Environmental Resource Permits issued by the SJRWMD (Permit Number: 64579). If the Developer or a Site Developer proposes any change to an approved permit that would result in additional wetlands impact or any modification to an approved mitigation plan, the Developer or Site Developer, as applicable, shall provide written notice and a detailed description of the proposed change to the City, simultaneously with submittal of the permit modification application to the permitting agency. A copy of this City Development Order shall be forwarded to all relevant federal, state and permitting agencies, such as the U.S. Army Corp of Engineers and the St. Johns River Water Management District.

C. The surface water management system for the Project shall be constructed, regularly inspected, and maintained in accordance with SJRWMD permit approvals. In addition, where practical and appropriate, and solely pertaining to Phase 2 of the Project, a surface water management system shall be designed, constructed and operated using low impact development ("LID") strategies and techniques as set forth in the City's Comprehensive Plan. The Developer shall demonstrate to the satisfaction of the City that the entity(ies) proposed to assumed responsibility for the Cocoa Logistics and Business Center's surface water management system will have defined duties and responsibilities regarding the operation and maintenance of the surface water management system. These responsibilities shall include sufficient legal authority and power to establish the mandatory collection of fees or assessments, or both from all property owners or users for financing the operation, replacement and maintenance of all components of the Cocoa Logistics and Business Center's surface water management system.

D. The Developer must comply with City of Cocoa Comprehensive Plan Objective

6.1.1, wherein stormwater facility(ies) shall be attenuated so as to not increase the flood stage experienced by properties in the Cox Road drainage basin. The site plan stormwater narrative shall also contain data, calculations, and any other relevant information to ensure an accurate confirmation of no net increase nutrient loading to the receiving water bodies, i.e, the St. Johns River.

i. As an alternative to providing additional on-site storage to attenuate offsite discharge, the development may design, construct, and install an upgraded drainage conveyance system with increased capacity along Cox. Road. This drainage conveyance system shall be designed to handle future build-out conditions with maximum impervious areas and shall include providing positive outfall, including driveway, south to SR520.

ii. The City agrees to participate in leveraging future project stormwater utility fees to construct off-site stormwater improvements to reduce existing flood stage in the Cox Road drainage basin. Toward this end, the City will calculate and leverage up to five (5) years of stormwater fees related to the Project to design, engineer and construct, in partnership with the Developer, the aforementioned stormwater improvements.

E. The Cocoa Logistics and Business Center stormwater facilities shall be designed to treat the runoff for a 25-year frequency, 24-hour duration storm event to address flooding concerns. Moreover, development shall not reduce the flood storage capacity of the project so as to impact adjoining properties or degrade the quality of the receiving surface water body (St. Johns River); however, the developer may utilize compensating storage to achieve the intensity authorized in the development program provided that any proposed alteration to the 100-year

floodplain or to isolated flood prone areas shall not adversely impact the drainage of adjacent properties or public drainage facilities consistent with the requirements of Future Land Use Policy 1.1.2.7 G and H.

F. Potable Water – Potable Water is available along Cox Road and along SR524 for use within the property. The construction of a water main extension will be required to serve the entire parcel and should be sized appropriately. A looped connection from S.R.524 to Road Cox will be required for reliability and fire flow as part of Phase 2. Water mains constructed within proposed rights of way will be dedicated to the city for ownership, operation and maintenance. A master utilities plan will be required to be submitted and approved by City staff in conjunction with Phase 2 design and development.

G. Sanitary Sewer – Sanitary sewer may be obtained via two options. Option 1 is to construct an internal private force main and lift station and connect to the proposed lift station being constructed by Brevard Robotics, Inc. and cost share certain expenses according to Force Main Reimbursement Agreement between City of Cocoa and Brevard Robotics, Inc. Option 2 is to construct a private force main to be located along north property line on S.R.524 and connect to the proposed force main at S.R.524 and Cox Road constructed by Brevard Robotics, Inc. Certain expenses and cost sharing would still be required to connect to the force main per the Force Main Reimbursement Agreement. All force mains constructed in the rights of way will be dedicated to the city for ownership, operation and maintenance. A master utilities plan will be required to be submitted and approved by staff in conjunction with Phase 2 design and development.

H. Reclaimed Water – Reclaimed water is available along Cox Road. The construction of a reclaimed main extension will be required to serve the entire parcel and will be

sized appropriately or shall be upsized in conjunction with Phase 2 development. Reclaimed water mains constructed within proposed rights of way will be dedicated to the city for ownership, operation and maintenance. A master utilities plan will be required to be submitted and approved by City staff in conjunction with Phase 2 design and development.

I. To meet the non-potable water use demands for Brevard Crossings, the Project shall use, in order of priority:

(1) reclaimed wastewater,

(2) treated stormwater,

(3) non-potable quality groundwater, or

(4) potable water.

unless unavailable or prohibited by the Florida Department of Environmental Protection, the SJRWMD, or other jurisdictional regulatory agency.

J. To minimize dependence on groundwater irrigation, plants listed in the Guide to Florida Friendly Landscaping published by the University of Florida shall be utilized as much as practicable throughout the site.

K. Portions of natural upland plant communities that are retained and maintained in their original state shall not be irrigated unless it becomes crucial to their survival nor shall non-native vegetation be introduced by the Site Developer or be allowed to become established within such retained areas.

L. All structures within Phase 1 of the Project shall utilize Ultra Low Flush Toilets with an effective flush volume of 1.6 gallons/flush or lower and bathroom faucets shall have flow restrictors limiting flow to 0.6 GPM or less. All structures within Phase 2 of the Project shall utilize ultra-low volume water use plumbing fixtures, self-closing and/or metered water

faucets, and other water conserving devices and/or methods. These Phase 2 devices and methods shall meet the criteria outlined in the water conservation plan of the public water supply permit issued to the City by the SJRWMD.

4. TRANSPORTATION

A. For purposes of the transportation conditions, the Development shall be divided into the following traffic phases:

| Phase | Net New External PM Peak Hour Trips* | | | External PM Peak Hour Trips** | | |
|---|---|---|---|---|---|---|
| | Total | Entering | Exiting | Total | Entering | Exiting |
| 1 | 89 | 50 | 39 | 89 | 50 | 39 |
| 2 (cumulative) | 638 | 226 | 412 | 824 | 308 | 516 |

*Includes new external trips only (after reducing for internal capture and pass-by trips).
**Includes new external trips, plus pass-by and diverted trips (but not internal capture).
"Phase 1" consists of the 600KSF Distribution Center.
"Phase 2" consists of all remaining development.

B. Only site-related improvements shall be required during Phase 1 of the Project as set forth in Section III.4.A.of this City Development Order. As used herein, the term "Site-related Improvements" shall have the same meaning this term has in the Brevard County Transportation Impact Fee Ordinance, see Sec. 62-805 of the Brevard County Code of Ordinances. The Developer or Site Developer shall be fully responsible for funding the cost of designing, engineering, permitting and constructing any Site-related Improvements. Site-related Improvements shall not be eligible for transportation impact fee credits or mobility fee credits, if either transportation impact fees or mobility fees have been duly adopted and are applicable to new development in the City. Any funds spent by the Developer on Site-related Improvements shall not count toward satisfaction of the Developer's proportionate share of mitigation costs for SR 524.

C. At such time as a County or City Ordinance is effective that charges fees for the purpose of transportation mitigation or mobility, development within the Project shall be assessed the required fees at the duly enacted rates, which fees shall be payable in cash or through the assignment of impact fee credits that the Developer has available for use at the time an impact fee payment is due.

D. The City shall vest the Project for the development program as set forth in Section III.4.A. of this City Development Order (638 PM net new external peak hour trips on SR 524). It should be noted that the formerly approved Development Order vested the Brevard Crossings Regional Activity Center in Phase 1(a) for 806 PM net new external peak hour trips on SR 524). The cumulative net new external PM peak hour trips previously approved, via three phases, totaled 3,560 trips. Thus, any changes to the Cocoa Logistics and Business Center Development Program, consistent with the requirements set forth in this Development Order, prior to the issuance of any building permit for a structure that would cause the cumulative number of net new PM peak hour trips generated by the Project to exceed 638, a written agreement among the Developer, the City and FDOT shall be required, as a condition precedent to issuance of said building permit, to address future phasing and funding of the S.R. 524 Improvements in a manner consistent with the applicable laws and regulations in effect at that time.

E. The Developer shall be responsible for SR 524 Improvements as required by FDOT or those improvements to SR 524 and or SR 524 and I-95 interchange requested by the Developer and approved by FDOT.

F. . The Developer represents that an access road connecting to Cox Road is necessary for associate and customer ingress and egress to the development site after Phase 2

begins development. The access road shall be a public road which will be conveyed to the City upon completion. Furthermore, the Developer has requested a signalized intersection on Cox Road for the access road to the development site. The Developer shall be solely responsible for the costs to construct the access road and to signalize the Cox Road intersection with a mast arm and traffic signal in accordance with the design approved by the City.

i. Upon installation of the mast arm traffic signal and subject to the inspection and approval by the City, the City will assume responsibility for maintenance.

ii. The Developer shall adequately address vehicle and truck traffic in the design of the Cox Road access road to the satisfaction of the City, including but not limited to limiting ingress/egress from the Distribution Facility and future Warehousing Facility(ies) to SR 524 exclusively, thus restricting truck traffic from Cox Road. Traffic restrictions imposed on the Cox Road access road shall be posted with appropriate traffic control signage by the City and violations shall be subject to traffic citations issued by law enforcement. Further, restrictions shall include additional signage posted by the Developer to delineate dedicated truck only routes within the overall development site to limit joint use by passenger vehicles and pedestrians to, from and within the mixed-use development (commercial/office/hotel) portion of the site.

iii. Only vehicles and trucks not exceeding Class 6 shall be permitted to utilize the Cox Road access road to exit from the development

site and facility(ies). Design of the new Cox Road access road shall be in accordance with appropriate FDOT/AASHTO geometric design of truck routes and the requisite and appropriate FDOT/AASHTO pavement design for expected truck loading.

G. The original 2002 Development Order required reconstruction of Cox Road from SR 524 to SR 520 and the improvement of Cox Road, Lake Drive, and SR 520 intersection due to the anticipated volume of traffic related to the former development program.

i. The improvements of the Cox Road, Lake Drive and SR 520 intersection have already occurred since the adoption of the original 2002 Development Order.

ii. The parties acknowledge for purposes of this Development Order, Developer submitted to the City a Traffic Impact Analysis Report prepared by Kimley Horn, which was title "Citizen Kane Development Traffic Impact Analysis" and dated April 2016 ("2016 Traffic Report"). Prior to permitting and developing Phase 2, Developer shall update the 2016 Traffic Report so the City may evaluate and determine whether the traffic impacts generated from the Project, as of the date of the updated 2016 Traffic Report, are consistent with the findings and conclusions contained in the 2016 Traffic Report. Prior to the issuance of any building permit for a structure in Phase 2 that would cause the cumulative number of net new PM peak hour trips generated by the Project to exceed 147 on Cox Road, a written agreement among the Developer, the City and County shall be required, as a condition

precedent to issuance of said building permit, to address future phasing and funding of Cox Road improvements in a manner consistent with the applicable laws and regulations in effect at that time.

iii. In the event Developer commences the permitting of any portion of Phase 2 before Phase 1 is completed and operational, the updated 2016 Traffic Report required in Paragraph G ii. above, shall be prepared six (6) months after the certificate of occupancy has been issued by the City for Phase 1. Prior to the issuance of any additional building permit or certificate of occupancy for a structure in Phase 2 that would cause the cumulative number of net new PM peak hour trips generated by the Project to exceed 147 on Cox Road, a written agreement among the Developer, the City and County shall be required, as a condition precedent to issuance of said building permit or certificate of occupancy, to address future phasing and funding of Cox Road improvements in a manner consistent with the applicable laws and regulations in effect at that time.

H. As an integral part of site development within Cocoa Logistics and Business Center, each Site Developer shall comply with the Development Guidelines included in Appendix A, Article XI, Section 20 of the City Code and the supplemental Development Guidelines that will be timely proposed by the Developer, in writing, for City staff review and comment after the Effective Date of this Development Order. Said Guidelines shall be subject to the final, written approval of the City Council. If there is a conflict between the Development Guidelines in Appendix A, Article XI, Section 20 of the City Code and the Development

Guidelines subsequently approved pursuant to this City Development Order, the Development Guidelines subsequently approved shall prevail.

I. If the parties cannot reach agreement independently regarding any of the commitments specified in this City Development Order, or if so desired by the parties at any time, then the issues in dispute shall be submitted to voluntary mediation with a mutually agreeable mediator..

J. The Developer agrees to donate a one-acre parcel for the City's development for municipal purposes, such as a police sub-station, City Hall Annex, etc. (the "Municipal Services Parcel"). The donation of the site shall occur within 120 days following the Effective Date of this Development Order subject to reasonable closing extensions that may be mutually agreed upon to complete the conveyance of the Municipal Service Parcel to the City. The specific location of the Municipal Services Parcel shall be at the discretion of the Developer with generally having access to a primary road within the development site, and shall be approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed.

K. The City acknowledges and agrees that it has an adequate supply of affordable and workforce housing and, therefore, the Project shall not be required to provide additional affordable or workforce housing.

## SECTION V. LOCAL MONITORING

Compliance with the terms and conditions of this City Development Order shall be monitored through the provisions of the established review and approval process for development pursuant to the City's monitoring procedures. The City's Community Services Director, or his authorized designee, shall be the official responsible for

monitoring compliance by the Developer with this City Development Order.

SECTION VI. RESTRICTIONS ON DOWN ZONING

This City Development Order shall not be subject to down zoning or intensity reduction unless the City can demonstrate that substantial changes in the conditions underlying the approval of this City Development Order have occurred, or that this City Development Order was based upon substantially inaccurate information provided by the Developer, or that the change is clearly established by the City to be essential to the public health, safety or welfare.

SECTION VII. APPLICABLE LAW AND LIMITATION OF REMEDIES

This City Development Order and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. The parties expressly agree that the consideration, in part, for each of them entering into this City Development Order is the willingness of the other to limit the remedies for all actions arising out of or in connection with this City Development Order.

A. Limitations on City's Remedies. Upon any failure by the Developer or a Site Developer to perform its obligations under this City Development Order, the City shall be limited strictly to only the following remedies:

1) action for specific performance; or

2) action for injunctive relief; or

3) the withholding of development permits and other approvals or permits from the delinquent party; or

4) action for declaratory judgment regarding the rights and obligations of the parties; or

5) any combination of the foregoing.

In addition to the foregoing, nothing in this City Development Order prohibits or estops the City from exercising its power of eminent domain with respect to any portion of the Property, as the

City may lawfully elect.

B. Limitations on Developer's or Site Developer's Remedies. Upon any failure by the City to perform its obligations under this City Development Order, the Developer or Site Developer shall be limited strictly to only the following remedies:

1) action for specific performance; or

2) action for injunctive relief; or

3) action for declaratory judgment regarding the rights and obligations of the parties; or

4) any combination of the foregoing.

The parties expressly waive their respective rights to sue for damages of any type for breach of, or default under, this City Development Order by the other. The parties expressly agree that each party shall bear the cost of its own attorney fees for any action arising out of or in connection with this City Development Order. Venue for any actions initiated under or in connection with this City Development Order shall be in the Circuit Court of the Eighteenth Judicial Circuit in and for Brevard County, Florida.

## SECTION VIII. RECORDING AND BINDING EFFECT

This City Development Order or any subsequent modification of this City Development Order shall be recorded by the City in accordance with Section 28.222, Florida Statutes, with the Clerk of the Circuit Court for Brevard County, Florida, at the City's expense, within 10 days following the Effective Date as defined in Section XI.C. This City Development Order shall run with the Property and shall be binding upon and shall inure to the benefit of the heirs, legal representatives, successors, and assigns of the Developer.

## SECTION IX. DEVELOPER'S CONSENT

The Developer, by executing this City Development Order, acknowledges that this City Development Order and the conditions of approval contained herein apply to and control all

further development of the Property.

SECTION X. EFFECT OF CITY DEVELOPMENT ORDER

Upon recordation as set forth in Section VIII, this City Development Order shall supersede all previous DRI Development Orders, Corrections, and Amendments thereto, specifically including the Original City Development Order, Original Development Order recorded at OR Book 4557, Page 0001, the First Amended Development Order recorded at OR Book 4915, Page 1837, the Second Amended Development Order recorded at OR Book 5167, Page 2408, the Third Amended Development Order recorded at OR Book 5788, Page 8883, and the City of Cocoa Development Order For Brevard Crossings recorded at OR Book 6269, Page 1528, all of the Public Records of Brevard County, Florida. This City Development Order governs all conditions and requirements for development of the Property.

SECTION XI. MISCELLANEOUS

A. Further Documentation. The parties agree that at any time following a request therefor by the other party, each of the parties shall execute and deliver to the other party such further documents and instruments reasonably necessary to confirm and/or effectuate the obligations of the parties hereunder and the consummation of the transactions contemplated hereby.

B. Counterparts. This City Development Order may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument.

C. Effective Date; Termination. The effective date of this City Development Order (the "Effective Date") between the parties shall be the later of (i) the last one of the parties has properly executed this City Development Order as determined by the date set forth immediately below their respective signatures, and (ii) Developer has purchased the entire Property. If

Developer fails to close on the purchase of the entire Property within one (1) year from the date that this Development Order is approved by the City Council, this Development Order shall automatically be deemed null and void and of no force and effect. The Developer shall periodically keep the City advised as to the status of the closing and shall be required to notify the City, in writing, of the occurrence of the closing within twenty-four hours of the closing.

D. Development Permits. Nothing herein shall limit the City's authority to grant or deny any development permit application or request subsequent to the Effective Date of this City Development Order under the terms hereof or pursuant to any duly adopted City Ordinance. The failure of this City Development Order to address any particular City, County, State and/or Federal permit, condition, term, or restriction shall not relieve the Developer or the City of the necessity of complying with the law governing said permitting requirements, condition, term, or restriction.

E. Sovereign Immunity. Nothing contained in this City Development Order shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or any other limitation on the City's potential liability under applicable State or Federal law.

F. City's Police Power. The Developer agrees and acknowledges that the City hereby reserves all police powers granted to the City by law. In no way shall this City Development Order be construed as bargaining away or surrendering its police powers.

G. Rendition of Development Order. Notwithstanding the conditional Effective Date as defined in Section XI.C., this Development Order shall be deemed rendered and declared a final written decision of the City on the date that this Development Order is approved by the City Council at a public meeting.

ADOPTED THIS 14th DAY OF MARCH, 2017 BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA.

CITY OF COCOA, FLORIDA

Henry U. Parrish, III
Mayor

ATTEST:

Carie Shealy, CMC
City Clerk

For the use and reliance of the City of Cocoa only.
Approved as to form and legal sufficiency.

Anthony A. Garganese, City Attorney

WAL-MART STORES EAST, LP.

WITNESSES:

By: _____

Print Name: Brian Hooper
Its: Authorized Signatory

Print Name: Myles Cochran

Date: 4/18/17

Print Name: Lisa M Garcia

STATE OF Arkansas
COUNTY OF Benton

The foregoing instrument was acknowledged before me this 18 day of April, 2017 by Brian Hooper, as Authorized Signatory of WAL-MART STORES EAST, LP, a Delaware limited liability company. He is X personally known to me, or has produced the following identification _____.

Notary Public
Commission Expires: 7/9/23

JESSENIA CASTILLO
Notary Public-Arkansas
Benton County
My Commission Expires 07-09-2023
Commission # 12394586

Exhibit "A"

LEGAL DESCRIPTION

A parcel of land lying in the East 1/2 of the Southwest 1/4, the Southeast 1/4 and the Northeast 1/4 of Section 23, Township 24 South, Range 35 East, all lying southerly of State Road No. 524, a 200.00 foot wide right-of-way per Right-of-Way Map Section 70220-2402; being a portion of the lands as described in O.R. Book 1382, Page 0044 which lie westerly of the East 486.00 feet of said Southeast 1/4 and of said Northeast 1/4, and all of the lands as described in O.R. Book 1390, Page 1010, O.R. Book 1397, Page 0476, O.R. Book 1446, Page 0565, O.R. Book 2074, Page 0321, O.R. Book 3577, Page 2205, O.R. Book 3499, Page 4221 and O.R. Book 4091, Page 2774, all as recorded in the Public Records of Brevard County, Florida; together with a parcel of land lying in the Northeast 1/4 and the Northwest 1/4 of Section 26, Township 24 South, Range 35 East, being all those lands as described in O.R. Book 1849, Page 0491, O.R. Book 2890, Page 0258, O.R. Book 3455, Page 4431, O.R. Book 3633, Page 4027, O.R. Book 3945, Page 0045 and a portion of those lands as described in O.R. Book 3034, Page 4427, all being recorded in said Public Records; said overall parcel being more, fully described as follows:

Commence at the southeast corner of said Southeast 1/4 corner of Section 23; thence S.89°56'20"W., along the south line of said Southeast 1/4, a distance of 885.00 feet to the northeast corner of said lands per O.R. Book 3945, Page 0045 and to the Point-of-Beginning of the lands herein described; thence S.00°17'58"W., along the east line of said lands per O.R. Book 3945, Page 0045 and parallel with the east line of said Northeast 1/4 of Section 26, a distance of 265.61 feet to a point 66.00 feet north, by right angle measure, of the fifth (5th) course of said lands per O.R. Book 3945, Page 0045; thence N.89°56'20"E., parallel with said fifth (5th) course, a distance of 840.00 feet to the west right-of way line of the 45.00 foot wide right-of-way of Cox Road as described in O.R. Book 0587, Page 0595 of said Public Records; thence S.00°17'58"W., along said west right-of-way line, a distance of 66.00 feet to an intersection with the easterly projection of the fifth (5th) course of said lands as described per O.R. Book 3945, Page 0045; thence departing said west right-of-way line, S.89°56'20"W., along said easterly projection, a distance of 618.11 feet to the east line of the Northwest 1/4 of the Northeast 1/4 of said Northeast 1/4 of Section 26 and to said east line of the lands per O.R. Book 3945, Page 0045; thence S.00°19'45"W., along said east lines, a distance of 331.62 feet to the south line of said Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 and of said lands per O.R. Book 3945, Page 0045; thence S.89°56'21"W., along said south lines, a distance of 663.28 feet to the east line of the South 1/2 of the Northwest 1/4 of said Northeast 1/4 of Section 26 and of the said lands described per O.R. Book 1849, Page 0491; thence S.00°21'33"W., along said east lines, a distance of 663.23 feet to the south line of said South 1/2 and of said lands per O.R. Book 1849, Page 0491; thence S.89°56'22"W., along said south lines and along the south line of said lands described per O.R. Book 2890, Page 0258, a distance of 1327.25 feet to the east line of said Northwest 1/4 of Section 26 and of said lands described per O.R. Book 3633, Page 4027; thence S.00°25'07"W., along said east lines, a distance of 611.43 feet to the south line of said lands per O.R. Book 3633, Page 4027; thence S.89°56'25"W., along said south line, a distance

of 1258.55 feet to the easterly right-of-way line of a 60.00 foot wide right-of-way per O.R. Book 1531, Page 0691 and O.R. Book 1531, Page 0693 of. said Public Records and the westerly line of said lands per O.R. Book 3633, Page 4027; thence along said easterly right-of-way line and said westerly line of said lands per O.R. Book 3633, Page 4027 the following three (3) courses to wit; N.30°14'02"W., a distance of 34.29 feet to a point-of-curvature of a 120.00 foot radius circular curve concave to the east; Northerly, along an arc of said curve, through a central angle of 30°40'13", an arc distance of 64.24 feet to a point-of-tangency; N.00°26'11"E., a distance of 1858.02 feet to the south line of said Southwest 1/4 of Section 23; thence N.89°33'59"W., along said south line of the Southwest 1/4, a distance of 5.00 feet to the east right-of-way line of a 50.00 foot wide service road (a.k.a. Tract 4126) as shown on said Map Section 70220-2402 and to the west line of said lands per O.R. Book 3499, Page 4221; thence N.00°24'30"E., along said east right-of-way line and said west of the lands per O.R. Book 3499, Page 4221, a distance of 795.86 feet to the southerly right-of-way line of said State Road No. 524; thence N.53°28'30"E., along said southerly right-of-way line and the northerly lines of said lands as described in O.R. Book 3499, Page 4221, O.R. Book 1446, Page 0565, O.R. Book 1382, Page 0044, O.R. Book 3577, Page 2205, O.R. Book 2074, Page 0321, O.R. Book 1390, Page 1010, O.R. Book 4091, Page 2774 and O.R. Book 1397, Page 0476, a combined distance of 4322.62 feet to the west line of said East 486.00 feet of the Northeast 1/4 of Section 23; thence S.00°17'16"W., along said west line of the East 486.00 feet, a distance of 718.66 feet to the north line of said Southeast 1/4 of Section 23; thence S.00°16'36"W., along the west line of said East 486.00 feet of the Southeast 1/4, a distance of 2391.43 feet to the westerly projection of the north line of the 66.00 foot wide right-of-way of Pine Tree Place as described in O.R. Book 2568, Page 2856 of said Public Records; thence departing said west line of the East 486.00 feet of the Southeast 1/4 N.89°56'20"E., along said westerly projection and parallel with said south line of the Southeast 1/4, a distance of 398.89 feet to the northerly projection of said east of the lands per O.R. Book 3945, Page 0045; thence departing said westerly projection, S.00°17'58"W., along said northerly projection, a distance of 266.00 feet to the Point-of-Beginning.

Containing 271.31 acres (11,818,228.82 square feet), more or less, and being subject to restrictions, limitations, easements and/or any other rights-of-way of record.

Exhibit "B"

MASTER DEVELOPMENT PLAN

Exhibit "C"

CONVERSION TABLE

| TO | FROM | | | |
|---|---|---|---|---|
| | Hotel | Office (KSF) | Industrial (KSF) | Retail (KSF) |
| Hotel (RM) | 1.000 | .867 | 1.923 | 4.881 |
| Office (KSF) | 0.259 | 1.000 | 0.497 | 1.262 |
| Industrial (KSF) | 0.520 | .011 | 1.000 | .538 |
| Retail (KSF) | 0.205 | 0.792 | 0.394 | 1.000 |

Based on equivalent PM peak hour peak direction trips.

Example Application:

200 KSF Office to Hotel = 200 x 3.867 = 733 rooms

# LEGEND (Land Use Zones)

A - INDUSTRIAL

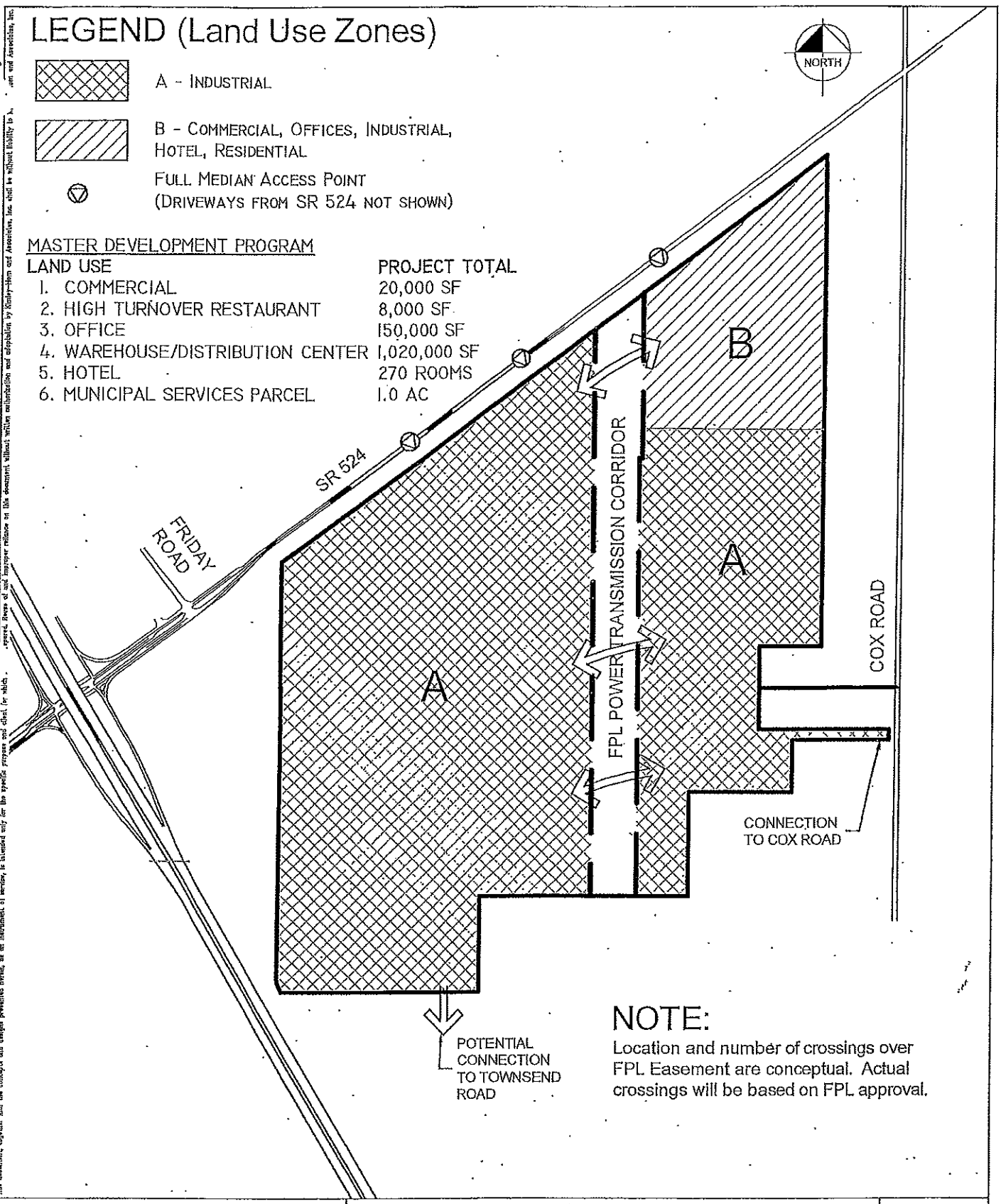
B - COMMERCIAL, OFFICES, INDUSTRIAL, HOTEL, RESIDENTIAL

FULL MEDIAN ACCESS POINT
(DRIVEWAYS FROM SR 524 NOT SHOWN)

NORTH

MASTER DEVELOPMENT PROGRAM

| LAND USE | PROJECT TOTAL |
|---|---|
| 1. COMMERCIAL | 20,000 SF |
| 2. HIGH TURNOVER RESTAURANT | 8,000 SF |
| 3. OFFICE | 150,000 SF |
| 4. WAREHOUSE/DISTRIBUTION CENTER | 1,020,000 SF |
| 5. HOTEL | 270 ROOMS |
| 6. MUNICIPAL SERVICES PARCEL | 1.0 AC |




## NOTE:

Location and number of crossings over FPL Easement are conceptual. Actual crossings will be based on FPL approval.


In Sheet Set:Kha - Layout:Layout1 March 02, 2017 04:20:36pm K:\CHL_PRJ\015476 Wat
4 Citizen Kane -- DC\02 - DWG\Exhibit\2017-0220 - MASTER PLAN\Exhibit B - Brevard Cro .dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which ... reserved. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to ...



Kimley»Horn

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801 21st STREET, SUITE 300, VERO BEACH, FL 32960
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WWW.KIMLEY-HORN.COM CA 00000696


COCOA LOGISTICS AND BUSINESS CENTER

EXHIBIT B MASTER DEVELOPMENT PLAN

SHEET NUMBER

EX-B


Plotted By:Watl

CFN 2016145113, OR BK 7671 PAGE 1220,
Recorded 07/26/2016 at 02:09 PM, Scott Ellis, Clerk of Courts, Brevard County
# Pgs:7

COCOA CITY
65 STONE ST
COCOA FL 32922-7807

# AD VALOREM TAX ABATEMENT ECONOMIC INCENTIVE AGREEMENT

**THIS ECONOMIC INCENTIVE AGREEMENT ("Agreement")** is made and entered into this 30th day of June, 2016, by and between the **CITY OF COCOA, FLORIDA**, a Florida municipal corporation ("**City**"), and **WAL-MART STORES EAST, LP**, a foreign limited partnership authorized to do business in the State of Florida ("**Walmart**").

## RECITALS:

**WHEREAS**, Walmart, is seeking incentives to purchase approximately 132 acres of land in the City of Cocoa to develop a 460,000 square foot refrigerated warehouse and distribution center which would result in 239 jobs at $42,421 average annual wage and which would generate approximately $96,200,000 in new capital ($84,200,000 in building construction and $12,000,000 in machinery and equipment); and

**WHEREAS**, the City desires to provide Walmart with certain economic incentives in furtherance of the municipal purpose of expanding economic activity within its jurisdictional borders consistent with section 166.021(8), Florida Statutes; and

**WHEREAS**, the parties recognize this Agreement is necessary to ensure that the economic incentives provided by the City to Walmart ultimately serve their intended municipal purpose; and

**WHEREAS**, the City has established terms and conditions herein whereby Walmart, by complying with these terms and conditions, can receive the benefits outlined in this Agreement, while the City can fulfill its desire to support local employers, to create jobs and to significantly enhance the prospects of local economic development; and

**WHEREAS**, the parties agree that the economic incentives provided by the City hereunder are for the benefit of the public health, safety, welfare, and convenience of the citizens of the City of Cocoa; and

**WHEREAS**, the City Council finds and declares that this Agreement serves a public purpose, which includes promotion of economic development, job growth, and the future expansion of the City's tax base.

**NOW THEREFORE,** in consideration of the mutual promises and covenants herein, and other good and valuable consideration, which the parties agree has been exchanged and received, the parties agree as follows:

1. **Recitals.** The foregoing recitals are deemed to be true and accurate and are fully incorporated herein by this reference.

2. **Commitments by Walmart.**

(a) *New Construction of Facilities; Capital Investment.* Walmart hereby represents and warrants that it intends to construct a new refrigerated warehouse and distribution center within the jurisdictional boundaries of the City of Cocoa. In furtherance such new business, Walmart agrees to make a fixed capital investment of not less than $96,200,000 in new construction and tangible personal property prior to December 31, 2018.

(b) *Business Operations in Cocoa.* Walmart agrees to maintain its new refrigerated warehouse and distribution center operations within the jurisdictional boundaries of the City of Cocoa for the term of this Agreement.

(c) *Employees.* Walmart agrees that it shall employ at least 239 persons within the jurisdictional boundaries of the City of Cocoa by December 31, 2020, and that the average annual salary of such employees shall be at least $42,421.00.

(d) *New Business.* Walmart represents and warrants that, for purposes of receiving the economic incentives provided to Walmart by this Agreement, Walmart currently meets the definition of "new business," as that term is defined by section 196.012(14), Florida Statutes. Walmart agrees to maintain its qualifications as a "new business" during the entire term of this Agreement.

3. **Ad Valorem Tax Exemption.** The parties acknowledge that in accordance with Ordinance Numbers 17-2014 and 23-2005, the electorate of the City of Cocoa has granted the City Council the authority to grant property tax exemptions for new businesses and expansions of existing businesses. The parties further acknowledge that Walmart's anticipated investment to real property and tangible personal property pursuant to the terms of this Agreement, and the City Council's determination that Walmart's continued operations in the City of Cocoa are critical for the future economic development of the City, render Walmart eligible for an ad valorem tax exemption. Walmart has filed an application for ad valorem tax exemption with the City, and the City has processed the application in good faith and in accordance with the requirements established by the City and under Florida law. Conditioned upon Walmart's continuing obligation to comply with the terms and conditions set forth in this Agreement, the City Council approved Ordinance No. 12-2016 on May 24, 2016, granting Walmart an ad valorem tax exemption for a term of five (5) years, commencing with the first year the new improvements and personal property are added to the assessment roll, and lasting four (4) years thereafter, for forty percent (40%) of the City's ad valorem taxes for years 1 through 5.

4. **Annual Reports.** Walmart shall submit to the City an annual report on a form proscribed by the City, along with any necessary supporting documentation, providing evidence of continued compliance with the terms of this Agreement, and shall specifically provide evidence of continued compliance with the definition of a "new business" as set forth in section 196.012(14), Florida Statutes, for each of the five (5) years Walmart receives the ad valorem tax exemption. The annual report shall be provided to the City no later than January 31 of each year. Walmart shall also submit any other information or reports as the City Manager or City Council

may deem reasonably necessary for purposes of determining whether Walmart is complying with the terms and conditions of this Agreement.

5. **Compliance with Laws.** Walmart shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority regarding the location and continued operation of its business within the City of Cocoa.

6. **Work is a Private Undertaking.** With regard to Walmart's business operation and compliance with applicable laws, rules, and regulations, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the City and Walmart is such that Walmart is an independent contractor and not an agent of the City, and that this is not a business partnership or joint venture agreement. Walmart and its contractors, partners, agents, and employees are independent contractors and not employees of the City, and Walmart shall be in complete control over its business operations. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City and Walmart, its contractors, partners, employees, or agents, under this Agreement.

7. **Compliance Monitoring.** Walmart agrees that City control and monitoring of the economic incentives granted hereunder is necessary to insure that Walmart's implementation of its obligations to the City set forth in this Agreement are in furtherance of the municipal purposes declared by the City herein.

8. **Term; Termination; Remedies.**

(a) *Term.* This Agreement shall become effective upon full execution by both parties hereto and shall terminate one (1) year after Walmart has received the full benefit of the ad valorem tax exemption granted pursuant to Section 3 herein, unless the Agreement is terminated pursuant to this Section.

(b) *Termination by City.* The City shall have the right to terminate this Agreement upon any material breach of any term or condition of this Agreement by Walmart; if Walmart is declared bankrupt or insolvent; if Walmart adopts a plan or resolution of liquidation of Walmart or sells substantially all of its assets; if Walmart engages in fraud or misleading compliance reporting against the City; or if a receiver or trustee is appointed on behalf of Walmart for purposes of taking control of substantially all of Walmart's assets within the City of Cocoa, or the said assets are judicially seized for any reason, and possession of said assets are not released to Walmart within ninety (90) days.

(c) *Termination by Walmart.* Walmart may terminate this Agreement in the event of a material breach of any provision of this Agreement by the City, which shall include, but not be limited to, failing to fulfill any of its legal obligations under Section 3, herein.

(d) *Notice; Opportunity to Cure.* Prior to exercising its right to terminate this Agreement, the terminating party shall provide written notice to the non-terminating party setting forth the reason for termination and providing the non-terminating party 15 days from receipt of

the notice to cure the alleged breach. If the alleged breach is not cured within said time period, this Agreement shall be deemed terminated, except with respect to any provision that affords a remedy in the event of a breach and any provision that expressly survives termination.

(e) *Remedies.* In the event of Walmart's breach of this Agreement, the City shall have the right to revoke the economic development incentives and to re-impose, in full, the ad valorem taxes waived pursuant to Section 3 herein, plus interest accrued at the maximum rate allowed by law. The City shall notify Walmart in writing regarding the revocation of the economic development incentives and such notice shall set forth the total sum due and owing to the City. Walmart shall reimburse the City within 30 days from Walmart's receipt of the City's notice unless Walmart cures the breach within 15 days of receiving the notice. Should Walmart fail to reimburse the City within 30 days, the City shall be entitled to recover the taxes due and owing to the City. Further, the City shall be entitled to recover reasonable attorneys' fees and costs incurred in collecting said taxes through all appellate proceedings. Moreover, the City shall have the right to recover the taxes through any and all available legal means, including, but not limited to, reassessing taxes and assessments on the tax roles of Brevard County, Florida, and bringing an action in a state or federal court.

9. **Severability.** Should any section or any part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section in this Agreement.

10. **Choice of Law; Venue.** This Agreement has been made and entered into in the State of Florida, County of Brevard, and the laws of such state shall govern the validity and interpretation of this Agreement and the performance due hereunder. The parties agree that venue shall be exclusively in Brevard County, Florida, for all state court actions or disputes which arise out of or based upon this Agreement, and Orlando, Florida for all federal court actions or disputes which arise out of or are based upon this Agreement.

11. **Integration; Modification.** The drafting, execution, and delivery of this Agreement by the parties have not been induced by any representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. Modifications of this Agreement shall only be made in writing signed by both parties.

12. **Attorney's Fees.** Unless otherwise provided herein, each party agrees to bear their own attorneys' fees and costs in furtherance of this Agreement.

13. **Headings.** All headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

14. **Waiver.** No failure to insist on the prompt performance by Walmart of its obligations under this Agreement shall be construed as a waiver by the City of its rights to

demand performance. Further, any waiver by the City of any breach or violation of Walmart's obligations under this Agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violation or impede the City's ability to enforce the terms of this Agreement.

15. **Notices.** All notices required or permitted under this Agreement and any written consents or approvals required hereunder shall be in writing (including telecopy communication) and shall be (as elected by the person giving such notice) hand-delivered by messenger or overnight courier service, telecopied or mailed by registered or certified mail (postage pre-paid), return receipt requested, and addressed to each party at their respective addresses as set forth below or to such other addresses any party may designate by notice complying with the terms of this Section:

To CITY:

John A. Titkanich, AICP
Cocoa City Manager
65 Stone Street
Cocoa, FL 32922

w/copy to:

Anthony A. Garganese, City Attorney
Garganese, Weiss & D'Agresta, P.A.
P.O. Box 2873
Orlando, FL 32802-2873

To WALMART:

Wal-Mart Stores East, LP
Attn: GENERAL COUNSEL
702 SW 8th Street
Bentonville, AR 72716

Such notice, request or other communication shall be considered given and deemed delivered: (a) on the date delivered if by personal delivery or courier service; (b) on the date of transmission with confirmed answer back if by telecopier if transmitted prior to 5:00 p.m. on a business day, and on the next business day if transmitted after 5:00 p.m. or on a non-business day, provided that a copy of the notice is provided within two business days thereafter by one of the other methods permitted by this Section; or (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

16. **Indemnification and Hold Harmless.** Walmart shall indemnify, hold harmless, and defend the City, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorneys' fees, arising out of or resulting from the performance or provision of the terms and conditions of this Agreement, including damage to persons or property, provided that same is caused in whole or part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of Walmart, its agents, servants, officers, officials, employees, or subcontractors.

The obligations arising under this Section 16 shall survive the expiration or termination of this Agreement, as to claims or causes of action, and liabilities, expenses, losses,

costs, reasonable attorneys fees, damages, fines and penalties of every kind and character or incurred or suffered by the City as a result thereof, based upon events arising prior to the date of termination of this Agreement.

17. **Assignment.** This Agreement shall not be assigned by Walmart without the prior written consent of the City.

18. **No City Obligation for Future Funds.** No provision in this Agreement shall be construed as requiring the City to provide additional economic incentives of any kind, other than as specifically provided herein.

19. **Conflict of Interest.** Walmart represents and warrants, and this Agreement is being made by the City in reliance thereon, that Walmart and its officers, employees, and agents are neither officers nor employees of the City. Further, that no consideration of any kind is being paid, transferred, or conveyed directly to any City officer or employee, or indirectly to any City officer or employee through some other third party including a relative or legal entity, for the City's commitment to enter into this Agreement.

20. **Representations of Walmart.** Walmart represents to the City that (i) Walmart is duly authorized to conduct business in Florida; (ii) Walmart has the authority to enter into this Agreement and to perform the requirements of this Agreement; (iii) to Walmart's best knowledge, Walmart's performance under this Agreement shall not violate any applicable judgment, order, law, or regulation; (iv) to Walmart's best knowledge, Walmart's performance under this Agreement shall not result in the creation of any claim against the City for money or performance, any lien, charge, encumbrance or security interest upon any asset of the City; (v) Walmart shall have sufficient capital to perform its obligations under this Agreement; and (vi) Walmart does not require any third party consent to execute, deliver, and perform its obligations under this Agreement unless otherwise stated in this Agreement.

21. **Walmart's Continuing Disclosure Requirement.** Walmart must promptly notify the City of any developments that materially and adversely impact this Agreement and Walmart's obligations stated herein including, but not limited to, compliance with all applicable laws, rules, and regulations pertaining to clean air permits, initiation of any law suits or bankruptcy proceedings, sale or conveyance of real property, labor disputes, and changes in business operations.

22. **No Delegation of Police Power.** Walmart shall not pledge the credit of the City nor make the City a guarantor of payment or surety for any contract, debt, or obligation, judgment, lien, or any form of indebtedness. The parties agree that this Agreement does not nor shall it be construed as a delegation of any of the City's authority or police powers to Walmart.

**(Signature Page Follows)**

**IN WITNESS WHEREOF,** this Agreement is entered into as of the day and year the last party signs this Agreement as stated below.

**The City of Cocoa,**
a Florida municipal corporation.

**John A. Titkanich, City Manager**

Date: 5/24/2016

**ATTEST:**

**Carie Shealy, City Clerk**

**WAL-MART STORES EAST, LP,**
a foreign limited partnership.

Name: L B Johnson
Title: VP of Real Estate

Date: June 30, 2016

**STATE OF** Arkansas )
**COUNTY OF** Benton )

**I HEREBY CERTIFY** that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared L B Johnson, VP of Real Estate of **WAL-MART STORES EAST, LP,** a foreign limited partnership, who is [✓] personally known to me or [ ] has produced _____ as identification.

JESSENIA CASTILLO
Notary Public-Arkansas
Benton County
My Commission Expires 07-09-2023
Commission # 12394586

Notary Public - State of Arkansas
Jessenia Castillo
Printed Name
My Commission Expires: 7/9/23

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 23-182 | **Version:** | 1 | **Name:** | February, 2023 Monthly Purchasing Approval Information |
| **Type:** | Informational Item | | | **Status:** | Agenda Ready |
| **File created:** | 3/7/2023 | | | **In control:** | City Council |
| **On agenda:** | 3/30/2023 | | | **Final action:** | |
| **Title:** | Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2022 to 2/28/2023. (Finance Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | PO Monthly Report to City Council 10.01.22 thru 2.28.23.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

| | |
|---|---|
| Memo Date: | March 7, 2023 |
| Agenda Date: | March 28, 2023 |
| Prepared By: | Christine Savage, Junior Buyer & Contract Specialist |
| Through: | Rebecca Bowman, MBA, CGFO, CGFM, Finance Director |

Requested Action:
Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2022 to 2/28/2023**.**

## BACKGROUND:

The following reports for the period October 01, 2022, through February 28, 2023, provide a summary of all the purchases $35,000 and over up to $50,000.

**1.** Purchases approved by the City Manager or designee.

**2.** Purchases approved by the CRA Board.

**3.** Purchases approved by the City Council.

These reports are date/time driven and any differences between the summary and detailed information is a timing issue.

## RECOMMENDED MOTION:

None. Information only.



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***Purchase Order Approvals 10-01-22 thru 2-28-23***

**$35,000 to $50,000 Recap Sheet**

Total Purchase Orders Issued = 21

City Manager = 16

City of Cocoa CRA Board = 0

City Council = 5

# Purchase Order Approvals 10-01-22 thru 2-28-23
# $35,000 to $50,000 By City Manager

| PO # | PO Date | Vendor | PO Amount | Approval Date | By Whom |
|---|---|---|---|---|---|
| 80031 | 10/7/2022 | Insource Software Solutions | $ 38,348.52 | 10/7/2022 | Stockton Whitten |
| 80034 | 10/7/2022 | MCCI, LLC | $ 38,504.50 | 10/7/2022 | Stockton Whitten |
| 80052 | 10/7/2022 | Brev Cty Emergency Management | $ 46,200.00 | 10/7/2022 | Stockton Whitten |
| 80223 | 10/24/2022 | ESRI Inc | $ 50,000.00 | 10/24/2022 | Stockton Whitten |
| 80271 | 11/1/2022 | Empire Computing & Consulting | $ 43,813.25 | 10/31/2022 | Stockton Whitten |
| 80272 | 11/1/2022 | IM Solutions, Inc | $ 41,517.68 | 10/31/2022 | Stockton Whitten |
| 80295 | 11/1/2022 | Hach Company | $ 47,582.64 | 10/31/2022 | Stockton Whitten |
| 80359 | 11/16/2022 | Enterprise FM Trust | $ 43,868.00 | 11/15/2022 | Stockton Whitten |
| 80360 | 11/16/2022 | Alan Jay Cheverolet Buick GMC | $ 42,296.00 | 11/15/2022 | Stockton Whitten |
| 80426 | 12/7/2022 | Beemats LLC | $ 50,000.00 | 12/6/2022 | Stockton Whitten |
| 80427 | 12/4/2022 | Barney's Pumps Inc. | $ 40,900.00 | 12/6/2022 | Stockton Whitten |
| 80450 | 12/9/2022 | Thompson Pump & MFG Co. Inc. | $ 49,349.00 | 12/9/2022 | Stockton Whitten |
| 80482 | 12/20/2022 | Polydne Inc. | $ 49,000.00 | 12/20/2022 | Stockton Whitten |
| 80483 | 12/20/2022 | TomCo2 Equipment Co. | $ 37,164.90 | 12/20/2022 | Stockton Whitten |
| 80484 | 12/20/2022 | In Depth, Inc. | $ 46,900.00 | 12/20/2022 | Stockton Whitten |
| 80513 | 12/28/2022 | Stewarts Electric Motor Works | $ 37,000.00 | 12/22/2022 | Stockton Whitten |

**16 Purchase Order Approved by City Manager**

Prepared by Purchasing 3/7/2023

**Purchase Order Approvals 10-01-22 thru 2-28-23**
**$35,000 to $50,000 By CRA Board**

| PO # | PO Date | Vendor | PO Amount | Approval Date | By Whom |
|---|---|---|---|---|---|
| | | | | | |

**0 Purchase Order Approved by CRA**

Prepared by Purchasing 3/7/2023

# Purchase Order Approvals 10-01-22 thru 2-28-23
# $35,000 to $50,000 By City Council

| PO # | PO Date | Vendor | PO Amount | Approval Date | By Whom |
|---|---|---|---|---|---|
| 80212 | 10/24/2022 | Pace Analytical Services | $ 49,000.00 | 1/26/2021 | City Council |
| 80220 | 10/24/2022 | CrowderGulf Joint Venture, Inc | $ 50,000.00 | 10/11/2022 | City Council |
| 80221 | 10/24/2022 | Thompson Consulting Services | $ 50,000.00 | 10/11/2022 | City Council |
| 80224 | 10/24/2022 | FPL | $ 40,584.00 | 9/13/2022 | City Council |
| 80276 | 11/1/2022 | United Self Insured Services | $ 50,000.00 | 8/22/2017 | City Council |

**5 Purchase Order Approved by City Council**

Prepared by Purchasing 3/7/2023

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 23-184 | **Version:** | 1 | **Name:** | |
| **Type:** | Informational Item | | | **Status:** | Agenda Ready |
| **File created:** | 3/8/2023 | | | **In control:** | City Council |
| **On agenda:** | 3/30/2023 | | | **Final action:** | |
| **Title:** | FY 2023 Budget Adjustment Report. (Finance Director). | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Pd. 5 FY 2023 REVENUE Budget Tracking Worksheet-2023-02.pdf<br>Pd. 5 FY 2023 EXPENSE Budget Tracking Worksheet-2023-02.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: March 15, 2023
Agenda Date: March 30, 2023
Prepared By: Colleen Campbell, MBA Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM Finance Director

Requested Action:
FY 2023 Budget Adjustment Report

## BACKGROUND:

Pursuant to the Cocoa City Charter, Article XII, Section 5.b., the following report details the budget adjustments that were approved in Fiscal Year 2023 thru February 28, 2023.

## STRATEGIC PLAN CONNECTION:

The information contained in this report provides to stakeholders increased transparency related to budget adjustments.

## BUDGETARY IMPACT:

None

## PREVIOUS ACTION:

None

**RECOMMENDED MOTION:**
Information Item Only

# FY 2023 BUDGET TRACKING WORKSHEET

## REVENUE TRANSFER/AMENDMENT DETAIL
## AS OF: 2/28/2023

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | | Group # |
|---|---|---|---|---|---|
| 02/28/23 | 120-0000-369.90-00 | 15,000 | FND ARBOR DAY TREE PURCH RESO # 2023-017 | | 2033 |
| 1 Budget Amendments/Transfers | | | Division 0000 Total | $15,000 | |
| 1 Total Budget Amendments/Transfers | | | **ARBOR MITIGATION FUND** | **$15,000** | |
| 02/14/23 | 424-0000-381.91-21 | 37,998 | IFT FROM 421 TO 424 RESO # 2023-011 | | 1854 |
| 1 Budget Amendments/Transfers | | | Division 0000 Total | $37,998 | |
| 1 Total Budget Amendments/Transfers | | | **RENEWAL & REPLACE FUND** | **$37,998** | |

**2 Transfers & Amendments between 2/1/2023 and 2/28/2023**

**FY 2023 TOTAL TRANSFERS & AMENDMENTS** **52,998**

*NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.*

Report: W:\Finance Administration\Budget Tracking Report\FY 2023 - Budget Tracking Worksheets\FY 2023 REVENUE Budget Tracking Worksheet.imr ran by Database User ID: cocoktk

Page 1

Date: 3/20/2023

# FY 2023 EXPENSE BUDGET TRACKING WORKSHEET

## EXPENSE TRANSFER/AMENDMENT DETAIL
## AS OF: 2/28/2023

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | Group # |
|---|---|---|---|---|
| **1100 - CITY MANAGER'S OFFICE** | | | | |
| 02/14/23 | 001-1100-512.40-00 | (400) | CN WINTER SYMPOSIUM RESO # 2023-014 | 1856 |
| | 001-1100-512.40-00 | (400) | | 1885 |
| | 001-1100-512.12-00 | (32,000) | ECO DEV DEPT RESTRUCTURE RESO # 2023-014 | 1856 |
| | 001-1100-512.23-04 | (7,200) | | |
| | 001-1100-512.22-00 | (3,824) | | |
| | 001-1100-512.21-00 | (2,576) | | |
| | 001-1100-512.27-00 | (1,600) | | |
| | 001-1100-512.41-00 | (440) | | |
| | 001-1100-512.41-00 | (440) | | |
| | 001-1100-512.23-07 | (224) | | |
| | 001-1100-512.23-00 | (128) | | |
| | 001-1100-512.23-09 | (128) | | |
| | 001-1100-512.24-00 | (64) | | |
| | 001-1100-512.23-08 | (48) | | |
| | 001-1100-512.23-08 | 48 | ECO DEV RESTRUCTURE RESO # 2023-014 | 1884 |
| | 001-1100-512.24-00 | 64 | | |
| | 001-1100-512.55-00 | 100 | | |
| | 001-1100-512.55-00 | 100 | | |
| | 001-1100-512.23-00 | 128 | | |
| | 001-1100-512.23-09 | 128 | | |
| | 001-1100-512.23-07 | 224 | | |
| | 001-1100-512.40-00 | 400 | | |
| | 001-1100-512.55-00 | 400 | | |
| | 001-1100-512.41-00 | 440 | | |
| | 001-1100-512.41-00 | 440 | | |
| | 001-1100-512.40-00 | 500 | | |
| | 001-1100-512.40-00 | 1,300 | | |
| | 001-1100-512.27-00 | 1,600 | | |
| | 001-1100-512.55-00 | 1,710 | | |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | | Group # |
|---|---|---|---|---|---|
| 02/14/23 | 001-1100-512.21-00 | 2,576 | ECO DEV RESTRUCTURE RESO # 2023-014 | | 1884 |
| | 001-1100-512.22-00 | 3,824 | | | |
| | 001-1100-512.23-04 | 7,200 | | | |
| | 001-1100-512.12-00 | 32,000 | | | |
| | 001-1100-512.12-00 | (32,000) | | | 1885 |
| | 001-1100-512.23-04 | (7,200) | | | |
| | 001-1100-512.22-00 | (3,824) | | | |
| | 001-1100-512.21-00 | (2,576) | | | |
| | 001-1100-512.27-00 | (1,600) | | | |
| | 001-1100-512.41-00 | (440) | | | |
| | 001-1100-512.41-00 | (440) | | | |
| | 001-1100-512.23-07 | (224) | | | |
| | 001-1100-512.23-00 | (128) | | | |
| | 001-1100-512.23-09 | (128) | | | |
| | 001-1100-512.24-00 | (64) | | | |
| | 001-1100-512.23-08 | (48) | | | |
| | 001-1100-512.40-00 | (500) | FMCA ANNUAL CONF RESO # 2023-014 | | 1856 |
| | 001-1100-512.55-00 | (400) | | | |
| | 001-1100-512.40-00 | (500) | | | 1885 |
| | 001-1100-512.55-00 | (400) | | | |
| | 001-1100-512.55-00 | (1,710) | FPRA ANNUAL CONF RESO # 2023-014 | | 1856 |
| | 001-1100-512.40-00 | (1,300) | | | |
| | 001-1100-512.55-00 | (1,710) | | | 1885 |
| | 001-1100-512.40-00 | (1,300) | | | |
| | 001-1100-512.55-00 | (100) | FPRA MEDIA CONF RESO # 2023-014 | | 1856 |
| | 001-1100-512.55-00 | (100) | | | 1885 |
| | 001-1100-512.55-00 | (100) | PIO SYMPOSIUM RESO # 2023-014 | | 1856 |
| | 001-1100-512.55-00 | (100) | | | 1885 |
| 02/23/23 | 001-1100-512.12-00 | (500) | FND COMP HOURS JANUARY CLEANUP | | 1973 |
| | 001-1100-512.12-12 | 500 | | | |
| 14 Budget Amendments/Transfers | | | | Division 1100 Total ($53,182) | |
| **1104 - PLANNING** | | | | | |
| 02/14/23 | 001-1104-515.47-00 | 66 | ECO DEV DEPT RESTRUCTURE RESO # 2023-014 | | 1856 |
| | 001-1104-515.52-00 | 120 | | | |
| | 001-1104-515.49-00 | 200 | | | |
| | 001-1104-515.23-08 | 247 | | | |
| | 001-1104-515.23-00 | 501 | | | |
| | 001-1104-515.24-00 | 564 | | | |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | Group # |
|---|---|---|---|---|
| 02/14/23 | 001-1104-515.23-09 | 593 | ECO DEV DEPT RESTRUCTURE RESO # 2023-014 | 1856 |
| | 001-1104-515.55-00 | 790 | | |
| | 001-1104-515.51-00 | 950 | | |
| | 001-1104-515.41-00 | 1,090 | | |
| | 001-1104-515.52-30 | 1,111 | | |
| | 001-1104-515.46-03 | 1,143 | | |
| | 001-1104-515.23-07 | 1,230 | | |
| | 001-1104-515.42-00 | 2,241 | | |
| | 001-1104-515.54-00 | 2,386 | | |
| | 001-1104-515.40-00 | 2,460 | | |
| | 001-1104-515.56-15 | 2,475 | | |
| | 001-1104-515.31-00 | 2,655 | | |
| | 001-1104-515.27-00 | 5,250 | | |
| | 001-1104-515.21-00 | 12,508 | | |
| | 001-1104-515.22-00 | 17,412 | | |
| | 001-1104-515.34-00 | 25,725 | | |
| | 001-1104-515.23-04 | 32,760 | | |
| | 001-1104-515.12-00 | 136,046 | | |
| | 001-1104-515.12-00 | (136,046) | ECO DEV RESTRUCTURE RESO # 2023-014 | 1884 |
| | 001-1104-515.23-04 | (32,760) | | |
| | 001-1104-515.34-00 | (25,725) | | |
| | 001-1104-515.22-00 | (17,412) | | |
| | 001-1104-515.21-00 | (12,508) | | |
| | 001-1104-515.27-00 | (5,250) | | |
| | 001-1104-515.31-00 | (2,655) | | |
| | 001-1104-515.56-15 | (2,475) | | |
| | 001-1104-515.40-00 | (2,460) | | |
| | 001-1104-515.54-00 | (2,386) | | |
| | 001-1104-515.42-00 | (2,241) | | |
| | 001-1104-515.23-07 | (1,230) | | |
| | 001-1104-515.46-03 | (1,143) | | |
| | 001-1104-515.52-30 | (1,111) | | |
| | 001-1104-515.41-00 | (1,090) | | |
| | 001-1104-515.51-00 | (950) | | |
| | 001-1104-515.55-00 | (790) | | |
| | 001-1104-515.23-09 | (593) | | |
| | 001-1104-515.24-00 | (564) | | |
| | 001-1104-515.23-00 | (501) | | |
| | 001-1104-515.23-08 | (247) | | |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | | Group # |
|---|---|---|---|---|---|
| 02/14/23 | 001-1104-515.49-00 | (200) | ECO DEV RESTRUCTURE RESO # 2023-014 | | 1884 |
| | 001-1104-515.52-00 | (120) | | | |
| | 001-1104-515.47-00 | (66) | | | |
| | 001-1104-515.47-00 | 66 | | | 1885 |
| | 001-1104-515.52-00 | 120 | | | |
| | 001-1104-515.49-00 | 200 | | | |
| | 001-1104-515.23-08 | 244 | | | |
| | 001-1104-515.23-00 | 496 | | | |
| | 001-1104-515.24-00 | 561 | | | |
| | 001-1104-515.23-09 | 587 | | | |
| | 001-1104-515.55-00 | 790 | | | |
| | 001-1104-515.51-00 | 950 | | | |
| | 001-1104-515.41-00 | 1,090 | | | |
| | 001-1104-515.52-30 | 1,111 | | | |
| | 001-1104-515.46-03 | 1,143 | | | |
| | 001-1104-515.23-07 | 1,219 | | | |
| | 001-1104-515.42-00 | 2,241 | | | |
| | 001-1104-515.54-00 | 2,386 | | | |
| | 001-1104-515.40-00 | 2,460 | | | |
| | 001-1104-515.56-15 | 2,475 | | | |
| | 001-1104-515.31-00 | 2,655 | | | |
| | 001-1104-515.27-00 | 5,100 | | | |
| | 001-1104-515.21-00 | 12,287 | | | |
| | 001-1104-515.22-00 | 17,076 | | | |
| | 001-1104-515.34-00 | 25,725 | | | |
| | 001-1104-515.23-04 | 32,424 | | | |
| | 001-1104-515.12-00 | 133,220 | | | |
| 3 | Budget Amendments/Transfers | | Division 1104 Total | $246,626 | |
| **1190 - LEISURE SERVICES** | | | | | |
| 02/14/23 | 001-1190-574.12-00 | (118,886) | ECO DEV DEPT RESTRUCTURE RESO # 2023-014 | | 1856 |
| | 001-1190-574.23-04 | (83,828) | | | |
| | 001-1190-574.13-00 | (53,356) | | | |
| | 001-1190-574.34-00 | (22,327) | | | |
| | 001-1190-574.22-00 | (18,094) | | | |
| | 001-1190-574.21-00 | (13,143) | | | |
| | 001-1190-574.48-00 | (8,846) | | | |
| | 001-1190-574.27-00 | (5,100) | | | |
| | 001-1190-574.24-00 | (4,345) | | | |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | Group # |
|---|---|---|---|---|
| 02/14/23 | 001-1190-574.23-07 | (3,336) | ECO DEV DEPT RESTRUCTURE RESO # 2023-014 | 1856 |
| | 001-1190-574.55-00 | (2,800) | | |
| | 001-1190-574.44-00 | (1,800) | | |
| | 001-1190-574.41-00 | (1,320) | | |
| | 001-1190-574.42-00 | (798) | | |
| | 001-1190-574.52-07 | (797) | | |
| | 001-1190-574.46-00 | (700) | | |
| | 001-1190-574.47-00 | (640) | | |
| | 001-1190-574.23-08 | (597) | | |
| | 001-1190-574.23-09 | (576) | | |
| | 001-1190-574.23-00 | (419) | | |
| | 001-1190-574.51-00 | (402) | | |
| | 001-1190-574.15-00 | (200) | | |
| | 001-1190-574.52-00 | (108) | | |
| | 001-1190-574.55-00 | (80) | | |
| | 001-1190-574.55-00 | 80 | ECO DEV RESTRUCTURE RESO # 2023-014 | 1884 |
| | 001-1190-574.52-00 | 108 | | |
| | 001-1190-574.15-00 | 200 | | |
| | 001-1190-574.51-00 | 402 | | |
| | 001-1190-574.23-00 | 419 | | |
| | 001-1190-574.23-09 | 576 | | |
| | 001-1190-574.23-08 | 597 | | |
| | 001-1190-574.47-00 | 640 | | |
| | 001-1190-574.46-00 | 700 | | |
| | 001-1190-574.52-07 | 797 | | |
| | 001-1190-574.42-00 | 798 | | |
| | 001-1190-574.41-00 | 1,320 | | |
| | 001-1190-574.44-00 | 1,800 | | |
| | 001-1190-574.55-00 | 2,800 | | |
| | 001-1190-574.23-07 | 3,336 | | |
| | 001-1190-574.24-00 | 4,345 | | |
| | 001-1190-574.27-00 | 5,100 | | |
| | 001-1190-574.48-00 | 8,846 | | |
| | 001-1190-574.21-00 | 13,143 | | |
| | 001-1190-574.22-00 | 18,094 | | |
| | 001-1190-574.34-00 | 22,327 | | |
| | 001-1190-574.13-00 | 53,356 | | |
| | 001-1190-574.23-04 | 83,828 | | |
| | 001-1190-574.12-00 | 118,886 | | |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | | Group # |
|---|---|---|---|---|---|
| 02/14/23 | 001-1190-574.12-00 | (117,016) | ECO DEV RESTRUCTURE RESO # 2023-014 | | 1885 |
| | 001-1190-574.23-04 | (82,695) | | | |
| | 001-1190-574.13-00 | (51,846) | | | |
| | 001-1190-574.34-00 | (22,327) | | | |
| | 001-1190-574.22-00 | (17,539) | | | |
| | 001-1190-574.21-00 | (12,803) | | | |
| | 001-1190-574.48-00 | (8,846) | | | |
| | 001-1190-574.27-00 | (4,800) | | | |
| | 001-1190-574.24-00 | (4,289) | | | |
| | 001-1190-574.23-07 | (3,305) | | | |
| | 001-1190-574.55-00 | (2,800) | | | |
| | 001-1190-574.44-00 | (1,800) | | | |
| | 001-1190-574.41-00 | (1,320) | | | |
| | 001-1190-574.42-00 | (798) | | | |
| | 001-1190-574.52-07 | (797) | | | |
| | 001-1190-574.46-00 | (700) | | | |
| | 001-1190-574.47-00 | (640) | | | |
| | 001-1190-574.23-08 | (591) | | | |
| | 001-1190-574.23-09 | (563) | | | |
| | 001-1190-574.23-00 | (406) | | | |
| | 001-1190-574.51-00 | (402) | | | |
| | 001-1190-574.15-00 | (200) | | | |
| | 001-1190-574.52-00 | (108) | | | |
| | 001-1190-574.55-00 | (80) | | | |
| 02/23/23 | 001-1190-574.12-12 | 1,278 | FND COMP HOURS JANUARY CLEANUP | | 1973 |
| 4 | Budget Amendments/Transfers | | | Division 1190 Total ($335,393) | |
| **1203 - INFORMATION TECHNOLOGY** | | | | | |
| 02/14/23 | 001-1203-516.64-15 | (43,813) | FUND SAN MAINTENANCE RESO #2023-013 | | 1855 |
| | 001-1203-516.46-00 | 43,813 | | | |
| 1 | Budget Amendments/Transfers | | | Division 1203 Total $0 | |
| **1505 - PURCHASING** | | | | | |
| 02/23/23 | 001-1505-513.56-15 | (1,299) | FND AMAZON PRIME MBRSHP JANUARY CLEANUP | | 1973 |
| | 001-1505-513.54-00 | 1,299 | | | |
| 1 | Budget Amendments/Transfers | | | Division 1505 Total $0 | |
| **1600 - GENERAL OPERATIONS** | | | | | |
| 02/23/23 | 001-1600-513.52-00 | 122 | FND SHREDDING INVOICE JANUARY CLEANUP | | 1973 |
| 1 | Budget Amendments/Transfers | | | Division 1600 Total $122 | |
| **1805 - CITY CLERK** | | | | | |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | | Group # |
|---|---|---|---|---|---|
| 02/23/23 | 001-1805-513.52-00 | (122) | FND SHREDDING INVOICE JANUARY CLEANUP | | 1973 |
| 1 | Budget Amendments/Transfers | | Division 1805 Total | ($122) | |
| **1905 - ECONOMIC DEVELOPMENT** | | | | | |
| 02/14/23 | 001-1905-559.40-00 | 400 | CN WINTER SYMPOSIUM RESO # 2023-014 | | 1856 |
| | 001-1905-559.40-00 | 400 | | | 1885 |
| | 001-1905-515.12-00 | (153,080) | ECO DEV DEPT RESTRUCTURE RESO # 2023-014 | | 1856 |
| | 001-1905-515.23-04 | (36,344) | | | |
| | 001-1905-515.34-00 | (25,000) | | | |
| | 001-1905-515.22-00 | (19,412) | | | |
| | 001-1905-515.21-00 | (13,852) | | | |
| | 001-1905-515.27-00 | (6,850) | | | |
| | 001-1905-515.56-15 | (3,200) | | | |
| | 001-1905-515.31-00 | (2,655) | | | |
| | 001-1905-515.40-00 | (2,460) | | | |
| | 001-1905-515.54-00 | (2,386) | | | |
| | 001-1905-515.42-00 | (2,241) | | | |
| | 001-1905-515.23-07 | (1,342) | | | |
| | 001-1905-515.46-03 | (1,143) | | | |
| | 001-1905-515.52-30 | (1,111) | | | |
| | 001-1905-515.41-00 | (1,090) | | | |
| | 001-1905-515.51-00 | (950) | | | |
| | 001-1905-515.55-00 | (790) | | | |
| | 001-1905-515.23-09 | (673) | | | |
| | 001-1905-515.24-00 | (596) | | | |
| | 001-1905-515.23-00 | (581) | | | |
| | 001-1905-515.23-08 | (279) | | | |
| | 001-1905-515.49-00 | (200) | | | |
| | 001-1905-515.52-00 | (120) | | | |
| | 001-1905-515.47-00 | (66) | | | |
| | 001-1905-559.55-00 | (1,710) | ECO DEV RESTRUCTURE RESO # 2023-014 | | 1884 |
| | 001-1905-559.40-00 | (1,300) | | | |
| | 001-1905-559.40-00 | (500) | | | |
| | 001-1905-559.41-00 | (440) | | | |
| | 001-1905-559.40-00 | (400) | | | |
| | 001-1905-559.55-00 | (400) | | | |
| | 001-1905-559.55-00 | (100) | | | |
| | 001-1905-559.55-00 | (100) | | | |
| | 001-1905-515.47-00 | 66 | | | |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | Group # |
|---|---|---|---|---|
| 02/14/23 | 001-1905-515.52-00 | 120 | ECO DEV RESTRUCTURE RESO # 2023-014 | 1884 |
| | 001-1905-515.49-00 | 200 | | |
| | 001-1905-515.23-08 | 279 | | |
| | 001-1905-515.23-00 | 581 | | |
| | 001-1905-515.24-00 | 596 | | |
| | 001-1905-515.23-09 | 673 | | |
| | 001-1905-515.55-00 | 790 | | |
| | 001-1905-515.51-00 | 950 | | |
| | 001-1905-515.41-00 | 1,090 | | |
| | 001-1905-515.52-30 | 1,111 | | |
| | 001-1905-515.46-03 | 1,143 | | |
| | 001-1905-515.23-07 | 1,342 | | |
| | 001-1905-515.42-00 | 2,241 | | |
| | 001-1905-515.54-00 | 2,386 | | |
| | 001-1905-515.40-00 | 2,460 | | |
| | 001-1905-515.31-00 | 2,655 | | |
| | 001-1905-515.56-15 | 3,200 | | |
| | 001-1905-515.27-00 | 6,850 | | |
| | 001-1905-515.21-00 | 13,852 | | |
| | 001-1905-515.22-00 | 19,412 | | |
| | 001-1905-515.34-00 | 25,000 | | |
| | 001-1905-515.23-04 | 36,344 | | |
| | 001-1905-515.12-00 | 153,080 | | |
| | 001-1905-515.12-00 | (150,254) | | 1885 |
| | 001-1905-515.23-04 | (36,008) | | |
| | 001-1905-515.34-00 | (25,000) | | |
| | 001-1905-515.22-00 | (19,076) | | |
| | 001-1905-515.21-00 | (13,631) | | |
| | 001-1905-515.27-00 | (6,700) | | |
| | 001-1905-515.56-15 | (3,200) | | |
| | 001-1905-515.31-00 | (2,655) | | |
| | 001-1905-515.40-00 | (2,460) | | |
| | 001-1905-515.54-00 | (2,386) | | |
| | 001-1905-515.42-00 | (2,241) | | |
| | 001-1905-515.23-07 | (1,331) | | |
| | 001-1905-515.46-03 | (1,143) | | |
| | 001-1905-515.52-30 | (1,111) | | |
| | 001-1905-515.41-00 | (1,090) | | |
| | 001-1905-515.51-00 | (950) | | |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | | Group # |
|---|---|---|---|---|---|
| 02/14/23 | 001-1905-515.55-00 | (790) | ECO DEV RESTRUCTURE RESO # 2023-014 | | 1885 |
| | 001-1905-515.23-09 | (667) | | | |
| | 001-1905-515.24-00 | (593) | | | |
| | 001-1905-515.23-00 | (576) | | | |
| | 001-1905-515.23-08 | (276) | | | |
| | 001-1905-515.49-00 | (200) | | | |
| | 001-1905-515.52-00 | (120) | | | |
| | 001-1905-515.47-00 | (66) | | | |
| | 001-1905-559.55-00 | 400 | FMCA ANNUAL CONF RESO # 2023-014 | | 1856 |
| | 001-1905-559.40-00 | 500 | | | |
| | 001-1905-559.55-00 | 400 | | | 1885 |
| | 001-1905-559.40-00 | 500 | | | |
| | 001-1905-559.40-00 | 1,300 | FPRA ANNUAL CONF RESO # 2023-014 | | 1856 |
| | 001-1905-559.55-00 | 1,710 | | | |
| | 001-1905-559.40-00 | 1,300 | | | 1885 |
| | 001-1905-559.55-00 | 1,710 | | | |
| | 001-1905-559.55-00 | 100 | FPRA MEDIA CONF RESO # 2023-014 | | 1856 |
| | 001-1905-559.55-00 | 100 | | | 1885 |
| | 001-1905-559.55-00 | 100 | PIO SYMPOSIUM RESO # 2023-014 | | 1856 |
| | 001-1905-559.55-00 | 100 | | | 1885 |
| | 001-1905-559.41-00 | 440 | SAM S. CELL PHONE RESO # 2023-014 | | 1856 |
| | 001-1905-559.41-00 | 440 | | | 1885 |
| 15 Budget Amendments/Transfers | | | | Division 1905 Total ($267,574) | |
| **1906 - COMMUNICATION/GRANTS** | | | | | |
| 02/14/23 | 001-1906-513.23-08 | 32 | ECO DEV DEPT RESTRUCTURE RESO # 2023-014 | | 1856 |
| | 001-1906-513.24-00 | 32 | | | |
| | 001-1906-513.23-08 | 48 | | | |
| | 001-1906-513.24-00 | 64 | | | |
| | 001-1906-513.23-00 | 80 | | | |
| | 001-1906-513.23-09 | 80 | | | |
| | 001-1906-513.23-07 | 112 | | | |
| | 001-1906-513.23-00 | 128 | | | |
| | 001-1906-513.23-09 | 128 | | | |
| | 001-1906-513.23-07 | 224 | | | |
| | 001-1906-513.21-00 | 1,344 | | | |
| | 001-1906-513.27-00 | 1,600 | | | |
| | 001-1906-513.27-00 | 1,600 | | | |
| | 001-1906-513.22-00 | 2,000 | | | |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | Group # |
|---|---|---|---|---|
| 02/14/23 | 001-1906-513.21-00 | 2,576 | ECO DEV DEPT RESTRUCTURE RESO # 2023-014 | 1856 |
| | 001-1906-513.23-04 | 3,584 | | |
| | 001-1906-513.22-00 | 3,824 | | |
| | 001-1906-513.23-04 | 7,200 | | |
| | 001-1906-513.12-00 | 17,034 | | |
| | 001-1906-513.12-00 | 32,000 | | |
| | 001-1906-513.12-00 | (32,000) | ECO DEV RESTRUCTURE RESO # 2023-014 | 1884 |
| | 001-1906-513.12-00 | (17,034) | | |
| | 001-1906-513.23-04 | (7,200) | | |
| | 001-1906-513.22-00 | (3,824) | | |
| | 001-1906-513.23-04 | (3,584) | | |
| | 001-1906-513.21-00 | (2,576) | | |
| | 001-1906-513.22-00 | (2,000) | | |
| | 001-1906-513.27-00 | (1,600) | | |
| | 001-1906-513.27-00 | (1,600) | | |
| | 001-1906-513.21-00 | (1,344) | | |
| | 001-1906-513.41-00 | (440) | | |
| | 001-1906-513.23-07 | (224) | | |
| | 001-1906-513.23-00 | (128) | | |
| | 001-1906-513.23-09 | (128) | | |
| | 001-1906-513.23-07 | (112) | | |
| | 001-1906-513.23-00 | (80) | | |
| | 001-1906-513.23-09 | (80) | | |
| | 001-1906-513.24-00 | (64) | | |
| | 001-1906-513.23-08 | (48) | | |
| | 001-1906-513.23-08 | (32) | | |
| | 001-1906-513.24-00 | (32) | | |
| | 001-1906-513.23-08 | 32 | | 1885 |
| | 001-1906-513.24-00 | 32 | | |
| | 001-1906-513.23-08 | 48 | | |
| | 001-1906-513.24-00 | 64 | | |
| | 001-1906-513.23-00 | 80 | | |
| | 001-1906-513.23-09 | 80 | | |
| | 001-1906-513.23-07 | 112 | | |
| | 001-1906-513.23-00 | 128 | | |
| | 001-1906-513.23-09 | 128 | | |
| | 001-1906-513.23-07 | 224 | | |
| | 001-1906-513.41-00 | 440 | | |
| | 001-1906-513.21-00 | 1,344 | | |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | | Group # |
|---|---|---|---|---|---|
| 02/14/23 | 001-1906-513.27-00 | 1,600 | ECO DEV RESTRUCTURE RESO # 2023-014 | | 1885 |
| | 001-1906-513.27-00 | 1,600 | | | |
| | 001-1906-513.22-00 | 2,000 | | | |
| | 001-1906-513.21-00 | 2,576 | | | |
| | 001-1906-513.23-04 | 3,584 | | | |
| | 001-1906-513.22-00 | 3,824 | | | |
| | 001-1906-513.23-04 | 7,200 | | | |
| | 001-1906-513.12-00 | 17,034 | | | |
| | 001-1906-513.12-00 | 32,000 | | | |
| | 001-1906-513.41-00 | 440 | TIFF B CELL PHONE RESO # 2023-014 | | 1856 |
| 4 | Budget Amendments/Transfers | | | Division 1906 Total | $74,130 |
| **1990 - LEISURE SERVICES** | | | | | |
| 02/14/23 | 001-1990-574.55-00 | 80 | ECO DEV DEPT RESTRUCTURE RESO # 2023-014 | | 1856 |
| | 001-1990-574.52-00 | 108 | | | |
| | 001-1990-574.15-00 | 200 | | | |
| | 001-1990-574.51-00 | 402 | | | |
| | 001-1990-574.23-00 | 419 | | | |
| | 001-1990-574.23-09 | 576 | | | |
| | 001-1990-574.23-08 | 597 | | | |
| | 001-1990-574.47-00 | 640 | | | |
| | 001-1990-574.46-00 | 700 | | | |
| | 001-1990-574.52-07 | 797 | | | |
| | 001-1990-574.42-00 | 798 | | | |
| | 001-1990-574.44-00 | 800 | | | |
| | 001-1990-574.44-00 | 1,000 | | | |
| | 001-1990-574.41-00 | 1,320 | | | |
| | 001-1990-574.55-00 | 2,800 | | | |
| | 001-1990-574.23-07 | 3,336 | | | |
| | 001-1990-574.24-00 | 4,345 | | | |
| | 001-1990-574.27-00 | 5,100 | | | |
| | 001-1990-574.48-00 | 8,846 | | | |
| | 001-1990-574.21-00 | 13,143 | | | |
| | 001-1990-574.22-00 | 18,094 | | | |
| | 001-1990-574.34-00 | 22,327 | | | |
| | 001-1990-574.13-00 | 53,356 | | | |
| | 001-1990-574.23-04 | 83,828 | | | |
| | 001-1990-574.12-00 | 118,886 | | | |
| | 001-1990-574.12-00 | (118,886) | ECO DEV RESTRUCTURE RESO # 2023-014 | | 1884 |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | Group # |
|---|---|---|---|---|
| 02/14/23 | 001-1990-574.23-04 | (83,828) | ECO DEV RESTRUCTURE RESO # 2023-014 | 1884 |
| | 001-1990-574.13-00 | (53,356) | | |
| | 001-1990-574.34-00 | (22,327) | | |
| | 001-1990-574.22-00 | (18,094) | | |
| | 001-1990-574.21-00 | (13,143) | | |
| | 001-1990-574.48-00 | (8,846) | | |
| | 001-1990-574.27-00 | (5,100) | | |
| | 001-1990-574.24-00 | (4,345) | | |
| | 001-1990-574.23-07 | (3,336) | | |
| | 001-1990-574.55-00 | (2,800) | | |
| | 001-1990-574.41-00 | (1,320) | | |
| | 001-1990-574.44-00 | (1,000) | | |
| | 001-1990-574.44-00 | (800) | | |
| | 001-1990-574.42-00 | (798) | | |
| | 001-1990-574.52-07 | (797) | | |
| | 001-1990-574.46-00 | (700) | | |
| | 001-1990-574.47-00 | (640) | | |
| | 001-1990-574.23-08 | (597) | | |
| | 001-1990-574.23-09 | (576) | | |
| | 001-1990-574.23-00 | (419) | | |
| | 001-1990-574.51-00 | (402) | | |
| | 001-1990-574.15-00 | (200) | | |
| | 001-1990-574.52-00 | (108) | | |
| | 001-1990-574.55-00 | (80) | | |
| | 001-1990-574.55-00 | 80 | | 1885 |
| | 001-1990-574.52-00 | 108 | | |
| | 001-1990-574.15-00 | 200 | | |
| | 001-1990-574.51-00 | 402 | | |
| | 001-1990-574.23-00 | 406 | | |
| | 001-1990-574.23-09 | 563 | | |
| | 001-1990-574.23-08 | 591 | | |
| | 001-1990-574.47-00 | 640 | | |
| | 001-1990-574.46-00 | 700 | | |
| | 001-1990-574.52-07 | 797 | | |
| | 001-1990-574.42-00 | 798 | | |
| | 001-1990-574.44-00 | 800 | | |
| | 001-1990-574.44-00 | 1,000 | | |
| | 001-1990-574.41-00 | 1,320 | | |
| | 001-1990-574.55-00 | 2,800 | | |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | | Group # |
|---|---|---|---|---|---|
| 02/14/23 | 001-1990-574.23-07 | 3,305 | ECO DEV RESTRUCTURE RESO # 2023-014 | | 1885 |
| | 001-1990-574.24-00 | 4,289 | | | |
| | 001-1990-574.27-00 | 4,800 | | | |
| | 001-1990-574.48-00 | 8,846 | | | |
| | 001-1990-574.21-00 | 12,803 | | | |
| | 001-1990-574.22-00 | 17,539 | | | |
| | 001-1990-574.34-00 | 22,327 | | | |
| | 001-1990-574.13-00 | 51,846 | | | |
| | 001-1990-574.23-04 | 82,695 | | | |
| | 001-1990-574.12-00 | 117,016 | | | |
| 02/23/23 | 001-1990-574.12-00 | (1,278) | FND COMP HOURS JANUARY CLEANUP | | 1973 |
| 4 | Budget Amendments/Transfers | | Division 1990 Total | $335,393 | |
| **2200 - FIRE ADMINISTRATION** | | | | | |
| 02/23/23 | 001-2200-522.34-00 | 10,000 | FND FIRE INSP & PLAN REV JANUARY CLEANUP | | 1973 |
| 1 | Budget Amendments/Transfers | | Division 2200 Total | $10,000 | |
| **2201 - FIRE OPERATIONS** | | | | | |
| 02/23/23 | 001-2201-522.55-00 | (10,000) | FND FIRE INSP & PLAN REV JANUARY CLEANUP | | 1973 |
| 1 | Budget Amendments/Transfers | | Division 2201 Total | ($10,000) | |
| **3510 - STREET MANAGEMENT** | | | | | |
| 02/23/23 | 001-3510-541.46-00 | (5,150) | FND ENG SRVS-TRAFF DESIGN JANUARY CLEANUP | | 1973 |
| | 001-3510-541.31-00 | 5,150 | | | |
| 1 | Budget Amendments/Transfers | | Division 3510 Total | $0 | |
| **3520 - PARKS & BEAUTIFICATION** | | | | | |
| 02/28/23 | 001-3520-572.31-11 | (15,000) | FND ARBOR DAY TREE PURCH RESO # 2023-017 | | 2033 |
| | 001-3520-572.31-11 | (15,000) | | | |
| | 001-3520-572.31-11 | 15,000 | | | |
| 1 | Budget Amendments/Transfers | | Division 3520 Total | ($15,000) | |
| **3540 - PUBLIC WORKS- FLEET MAINT** | | | | | |
| 02/23/23 | 001-3540-519.55-00 | (4,500) | FND TRANSMISSION JACK JANUARY CLEANUP | | 1973 |
| | 001-3540-519.46-00 | (2,400) | | | |
| | 001-3540-519.56-15 | (2,000) | | | |
| | 001-3540-519.64-00 | 8,900 | | | |
| 1 | Budget Amendments/Transfers | | Division 3540 Total | $0 | |
| **3560 - FACILITY MANAGEMENT** | | | | | |
| 02/28/23 | 001-3560-519.64-00 | 15,000 | FND ARBOR DAY TREE PURCH RESO # 2023-017 | | 2033 |
| 1 | Budget Amendments/Transfers | | Division 3560 Total | $15,000 | |
| 54 | Total Budget Amendments/Transfers | | **GENERAL FUND** | **$0** | |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | | Group # |
|---|---|---|---|---|---|
| **3200 - ADMINISTRATION** | | | | | |
| 02/23/23 | 107-3200-524.34-00 | (13,000) | FND 3 TOUGHBOOKS FOR INSP JANUARY CLEANUP | | 1973 |
| | 107-3200-524.56-15 | 13,000 | | | |
| 1 | Budget Amendments/Transfers | | Division 3200 Total | $0 | |
| | 1 Total Budget Amendments/Transfers | | **BUILDING PERMITS** | **$0** | |
| **3520 - PARKS & BEAUTIFICATION** | | | | | |
| 02/28/23 | 120-3520-572.31-11 | 15,000 | FND ARBOR DAY TREE PURCH RESO # 2023-017 | | 2033 |
| 1 | Budget Amendments/Transfers | | Division 3520 Total | $15,000 | |
| | 1 Total Budget Amendments/Transfers | | **ARBOR MITIGATION FUND** | **$15,000** | |
| **1203 - INFORMATION TECHNOLOGY** | | | | | |
| 02/14/23 | 130-1203-516.64-15 | (34,807) | FUND FIBER RING RESO #2023-013 | | 1855 |
| | 130-1203-516.63-00 | 34,807 | | | |
| | 130-1203-516.64-15 | (121,000) | FUND FIBER RING IN INFRAS RESO #2023-013 | | 1855 |
| | 130-1203-516.63-00 | 121,000 | | | |
| | 130-1203-516.64-15 | (43,813) | FUND SERVER HOST RESO #2023-013 | | 1855 |
| | 130-1203-516.64-15 | 43,813 | | | |
| 3 | Budget Amendments/Transfers | | Division 1203 Total | $0 | |
| | 3 Total Budget Amendments/Transfers | | **AMERICAN RESCUE PLAN FUND** | **$0** | |
| **4010 - WATER ADMINISTRATION** | | | | | |
| 02/14/23 | 421-4010-581.91-24 | 37,998 | IFT FROM 421 TO 424 RESO # 2023-011 | | 1854 |
| 1 | Budget Amendments/Transfers | | Division 4010 Total | $37,998 | |
| **4125 - SEWER FIELD OPERATIONS** | | | | | |
| 02/14/23 | 421-4125-536.46-00 | (37,998) | FUND IFT TO 424 RESO # 2023-011 | | 1854 |
| 1 | Budget Amendments/Transfers | | Division 4125 Total | ($37,998) | |
| | 2 Total Budget Amendments/Transfers | | **WATER/SEWER FUND** | **$0** | |
| **4055 - ENGINEERING** | | | | | |
| 02/28/23 | 424-4055-536.63-00 | (420,950) | TRX PROJ BUDGET RESO # 2023-016 | | 2032 |
| | 424-4055-536.63-00 | 420,950 | | | |
| 1 | Budget Amendments/Transfers | | Division 4055 Total | $0 | |
| **4125 - SEWER FIELD OPERATIONS** | | | | | |
| 02/14/23 | 424-4125-536.63-00 | 37,998 | ALLOCATE IFT TO EXPENSES RESO # 2023-011 | | 1854 |
| | 424-4125-536.63-00 | (10,891) | PT TO FUND WS19MH RESO # 2023-011 | | 1854 |
| | 424-4125-536.63-00 | 10,891 | | | |
| 2 | Budget Amendments/Transfers | | Division 4125 Total | $37,998 | |
| | 3 Total Budget Amendments/Transfers | | **RENEWAL & REPLACE FUND** | **$37,998** | |

| Date | Accounts | Transaction | Resolution # / Description of Transfer or Amendment | Group # |
|---|---|---|---|---|

**64 Transfers & Amendments between 2/1/2023 and 2/28/2023**

| | |
|---|---|
| **FY 2023 TOTAL TRANSFERS & AMENDMENTS** | **52,998** |

*NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.*

Report: W:\Finance Administration\Budget Tracking Report\FY 2023 - Budget Tracking Worksheets\FY 2023 EXPENSE Budget Tracking Worksheet.imr ran by Database User ID: cocoktk

## Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 23-186 | **Version:** | 1 | **Name:** | |
| **Type:** | Informational Item | | | **Status:** | Agenda Ready |
| **File created:** | 3/8/2023 | | | **In control:** | City Council |
| **On agenda:** | 3/30/2023 | | | **Final action:** | |
| **Title:** | In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Budget Classification Report February FY23.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: March 15, 2023
Agenda Date: March 30, 2023
Prepared By: Colleen Campbell, MBA Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM Finance Director
Requested Action:
In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

## BACKGROUND:

The following reports for the period ending February 2023 (FY23) provide information for the three major funds: General Fund, Water/Sewer Fund, and the Storm Water Fund. This February 2023 (FY23) report is unaudited and preliminary.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
   Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report
   Detail by account number of actual revenues collected vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year to date totals, the annual budget and the unrealized balance.

- Estimated - represents either the current period or year to date prorated budget
- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received

3. Detail Budget Report Summary by Object
   Summary of expenditures by account description vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.
   - Budget - represents either the current period or year to date prorated budget
   - Actual - represents actual cash expenditures either in the current period or year to date
   - % Exp. - the percentage of actual expenditures vs. budget
   - Encumbrance - encumbered amount
   - Annual Budget - annual budget
   - Unencumbered Balance - annual budget less actual year to date actual expenditures plus encumbrances
   - % Budgeted - the percentage of year to date actual expenditures plus encumbrances vs. budget

## STRATEGIC PLAN CONNECTION:

Monthly reporting provides staff with an opportunity to monitor expenditure and revenue progression each month, to evaluate anomalies, and to determine corrective action (if necessary) for fiscal responsibility.

## BUDGETARY IMPACT:

None

## PREVIOUS ACTION:

None

## RECOMMENDED MOTION:

Informational Item only.

## FY 2023 Budget by Classification Report - Summary Listing

2/28/2023

Target for January 2023 is 42%

**FUND 001 - GENERAL FUND**

| | Amended Budget | YTD Encumbrances | YTD Actual Transactions | Budget - YTD | % Used/Rec'd |
|---|---|---|---|---|---|
| **REVENUE** | | | | | |
| TAXES | $ 12,144,570 | $ - | $ 8,965,804 | $ 3,178,766 | 74% |
| OTHER PERMITS AND FEES | $ 5,051,611 | $ - | $ 3,252,875 | $ 1,798,736 | 64% |
| INTERGOVERNMENTAL | $ 2,502,739 | $ - | $ 845,475 | $ 1,657,264 | 34% |
| CHARGES FOR SERVICES | $ 6,860,492 | $ - | $ 3,153,338 | $ 3,707,154 | 46% |
| FINES AND FORFEITURES | $ 15,000 | $ - | $ 5,691 | $ 9,309 | 38% |
| MISCELLANEOUS | $ 516,941 | $ - | $ 766,122 | $ (249,181) | 148% |
| OTHER SOURCES (NON-REVENUE) | $ 24,946,437 | $ - | $ 7,036,219 | $ 17,910,218 | 28% |
| **REVENUE TOTALS** | **$ 52,037,790** | **$ -** | **$ 24,025,524** | **$ 28,012,266** | **46%** |
| **EXPENSE** | | | | | |
| SALARIES AND BENEFITS | $ 27,685,138 | $ 2,968 | $ 9,393,321 | $ 18,288,849 | 34% |
| OPERATING EXPENDITURES | $ 17,015,096 | $ 3,387,008 | $ 5,070,445 | $ 8,557,644 | 50% |
| CAPITAL OUTLAY | $ 4,493,935 | $ 802,717 | $ 478,187 | $ 3,213,031 | 29% |
| GRANTS, AIDS AND OTHER | $ 2,843,621 | $ - | $ 1,853,928 | $ 989,693 | 65% |
| **EXPENSE TOTALS** | **$ 52,037,790** | **$ 4,192,692** | **$ 16,795,881** | **$ 31,049,217** | **40%** |
| **REVENUE TOTALS** | **$ 52,037,790** | **$ -** | **$ 24,025,524** | **$ 28,012,266** | **46%** |
| **EXPENSE TOTALS** | **$ 52,037,790** | **$ 4,192,692** | **$ 16,795,881** | **$ 31,049,217** | **40%** |
| | **$ -** | **$ (4,192,692)** | **$ 7,229,643** | **$ (3,036,950)** | |

*Unaudited

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

| ACCOUNT | ACCOUNT DESCRIPTION | CURRENT ESTIMATED | CURRENT ACTUAL | CURRENT %REV | YEAR-TO-DATE ESTIMATED | YEAR-TO-DATE ACTUAL | YEAR-TO-DATE %REV | ANNUAL ESTIMATE | UNREALIZED BALANCE |
|---|---|---|---|---|---|---|---|---|---|
| 310 | TAXES | | | | | | | | |
| 311 | AD VALOREM | | | | | | | | |
| 10 00 | CURRENT TAXES | 154,993 | 232,932.04 | 150 | 7,353,620 | 7,530,555.42 | 102 | 8,438,570 | 908,014.58 |
| 20 00 | DELINQUENT TAXES | 1,250 | .00 | | 6,250 | 262.75 | 4 | 15,000 | 14,737.25 |
| 25 00 | PENALTIES RE: TAXES | 339 | 125.54 | 37 | 12,623 | 12,144.70 | 96 | 15,000 | 2,855.30 |
| 30 00 | TAX CERTIFICATES | 0 | .00 | | 0 | .00 | | 200,000 | 200,000.00 |
| 311 ** | AD VALOREM | 156,582 | 233,057.58 | 149 | 7,372,493 | 7,542,962.87 | 102 | 8,668,570 | 1,125,607.13 |
| 312 | SALES USE AND FUEL TAXES | | | | | | | | |
| 41 00 | LOCAL OPTION GAS TAX 6 CT | 49,166 | 40,722.44 | 83 | 245,830 | 207,363.90 | 84 | 590,000 | 382,636.10 |
| 312 ** | SALES USE AND FUEL TAXES | 49,166 | 40,722.44 | 83 | 245,830 | 207,363.90 | 84 | 590,000 | 382,636.10 |
| 314 | UTILITY SERVICE TAX | | | | | | | | |
| 10 00 | ELECTRICITY | 133,333 | 141,737.59 | 106 | 666,665 | 644,143.77 | 97 | 1,600,000 | 955,856.23 |
| 30 00 | WATER-COCOA | 32,083 | 36,862.03 | 115 | 160,415 | 182,001.64 | 114 | 385,000 | 202,998.36 |
| 40 00 | GAS | 5,000 | 4,259.75 | 85 | 25,000 | 16,944.09 | 68 | 60,000 | 43,055.91 |
| 80 00 | PROPANE | 2,000 | 2,285.04 | 114 | 10,000 | 10,873.63 | 109 | 24,000 | 13,126.37 |
| 314 ** | UTILITY SERVICE TAX | 172,416 | 185,144.41 | 107 | 862,080 | 853,963.13 | 99 | 2,069,000 | 1,215,036.87 |
| 315 | COMMUNICATION SERVICE TAX | | | | | | | | |
| 00 00 | COMMUNICATION SERVICE TAX | 55,833 | 52,216.64 | 94 | 279,165 | 266,079.95 | 95 | 670,000 | 403,920.05 |
| 315 ** | COMMUNICATION SERVICE TAX | 55,833 | 52,216.64 | 94 | 279,165 | 266,079.95 | 95 | 670,000 | 403,920.05 |
| 316 | LOCAL BUSINESS TAX | | | | | | | | |
| 00 00 | LOCAL BUSINESS TAX | 6,237 | 2,202.73 | 35 | 103,248 | 95,434.53 | 92 | 147,000 | 51,565.47 |
| 316 ** | LOCAL BUSINESS TAX | 6,237 | 2,202.73 | 35 | 103,248 | 95,434.53 | 92 | 147,000 | 51,565.47 |
| 310 *** | TAXES | 440,234 | 513,343.80 | | 8,862,816 | 8,965,804.38 | | 12,144,570 | 3,178,765.62 |
| 320 | OTHER PERMITS & FEES | | | | | | | | |
| 322 | BUILDING PERMITS | | | | | | | | |
| 10 00 | TRAINING SURCHARGE | 0 | .00 | | 0 | 396.84 | | 0 | 396.84- |
| 322 ** | BUILDING PERMITS | 0 | .00 | | 0 | 396.84 | | 0 | 396.84- |
| 323 | FRANCHISE FEES | | | | | | | | |
| 10 00 | ELECTRICITY | 108,333 | 123,125.06 | 114 | 541,665 | 404,572.79 | 75 | 1,300,000 | 895,427.21 |
| 40 00 | GAS | 7,083 | 7,089.91 | 100 | 35,415 | 28,704.04 | 81 | 85,000 | 56,295.96 |
| 70 00 | SOLID WASTE | 24,166 | 25,359.42 | 105 | 120,830 | 125,040.36 | 104 | 290,000 | 164,959.64 |
| 323 ** | FRANCHISE FEES | 139,582 | 155,574.39 | 112 | 697,910 | 558,317.19 | 80 | 1,675,000 | 1,116,682.81 |
| 325 | SPECIAL ASSESSMENT | | | | | | | | |
| 22 01 | FIRE ASSESSMENT | 79,865 | 109,989.42 | 138 | 2,578,559 | 2,649,724.40 | 103 | 3,137,611 | 487,886.60 |

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

| ACCOUNT | | ACCOUNT DESCRIPTION | CURRENT ESTIMATED | CURRENT ACTUAL | CURRENT %REV | YEAR-TO-DATE ESTIMATED | YEAR-TO-DATE ACTUAL | YEAR-TO-DATE %REV | ANNUAL ESTIMATE | UNREALIZED BALANCE |
|---|---|---|---|---|---|---|---|---|---|---|
| 22 | 02 | F ASSMNT DELINQ TAXES | 0 | .00 | | 2,000 | 6,230.03 | 312 | 2,000 | 4,230.03- |
| 22 | 03 | F ASSMNT PENALTIES | 0 | .00 | | 2,000 | 5,849.50 | 293 | 2,000 | 3,849.50- |
| 22 | 04 | F ASSMNT TAX CERTS | 0 | .00 | | 0 | .00 | | 130,000 | 130,000.00 |
| 22 | * | FIRE PROTECTION | 79,865 | 109,989.42 | 138 | 2,582,559 | 2,661,803.93 | 103 | 3,271,611 | 609,807.07 |
| 325 | ** | SPECIAL ASSESSMENT | 79,865 | 109,989.42 | 138 | 2,582,559 | 2,661,803.93 | 103 | 3,271,611 | 609,807.07 |
| 329 | | OTHER PERMITS & FEES | | | | | | | | |
| 10 | 01 | FIRE INSPECTION FEES | 0 | 655.00 | | 15,000 | 17,278.00 | 115 | 15,000 | 2,278.00- |
| 10 | * | INSPECTION FEES | 0 | 655.00 | | 15,000 | 17,278.00 | 115 | 15,000 | 2,278.00- |
| 25 | 00 | PLANNING AND ZONING | 6,250 | 2,162.76 | 35 | 31,250 | 15,078.62 | 48 | 75,000 | 59,921.38 |
| 35 | 00 | FIRE INSPECTIONS | 0 | .00 | | 0 | .00 | | 15,000 | 15,000.00 |
| 329 | ** | OTHER PERMITS & FEES | 6,250 | 2,817.76 | 45 | 46,250 | 32,356.62 | 70 | 105,000 | 72,643.38 |
| 320 | *** | OTHER PERMITS & FEES | 225,697 | 268,381.57 | | 3,326,719 | 3,252,874.58 | | 5,051,611 | 1,798,736.42 |
| 330 | | INTERGOVERNMENTAL REVENUE | | | | | | | | |
| 331 | | FEDERAL GRANTS | | | | | | | | |
| 20 | 15 | VOCA-2021-COCOA PD | 0 | 9,365.83 | | 0 | 19,416.69 | | 0 | 19,416.69- |
| 20 | 19 | JAG 2020-DJ-BX-0410 | 0 | .00 | | 0 | 16,617.00- | | 0 | 16,617.00 |
| 20 | 21 | BPV 2020 96472 | 0 | 588.00 | | 0 | .00 | | 0 | .00 |
| 20 | 22 | JAG 21-GG-01363 | 0 | .00 | | 0 | 4,941.60- | | 0 | 4,941.60 |
| 20 | 23 | BULLET PROOF VEST 2021 | 0 | .00 | | 0 | 588.00- | | 0 | 588.00 |
| 20 | 24 | VOCA-2022-COCOA PD-00181 | 10,727 | .00 | | 53,635 | .00 | | 128,734 | 128,734.00 |
| 20 | 25 | JAG 2022-22-GG-02810 | 1,176 | .00 | | 5,880 | .00 | | 14,108 | 14,108.00 |
| 20 | 26 | BULLET PROOF VEST 2022 | 218 | .00 | | 436 | .00 | | 1,960 | 1,960.00 |
| 20 | * | PUBLIC SAFETY | 12,121 | 9,953.83 | 82 | 59,951 | 2,729.91- | 5 | 144,802 | 147,531.91 |
| 39 | 12 | USDA/FOREST SVC 26866 | 1,250 | .00 | | 6,250 | .00 | | 15,000 | 15,000.00 |
| 50 | 01 | FEDERAL DISASTER REIMB | 0 | .00 | | 0 | 4,678.93 | | 0 | 4,678.93- |
| 331 | ** | FEDERAL GRANTS | 13,371 | 9,953.83 | 74 | 66,201 | 1,949.02 | 3 | 159,802 | 157,852.98 |
| 333 | | PAYMENT IN LIEU OF TAXES | | | | | | | | |
| 333 | ** | PAYMENT IN LIEU OF TAXES | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 334 | | STATE GRANT | | | | | | | | |
| 70 | * | CULTURAL/RECREATIONAL | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 90 | 15 | FLA CORONAVIRUS SFRF | 0 | 12,663.87 | | 0 | 12,663.87 | | 0 | 12,663.87- |
| 334 | ** | STATE GRANT | 0 | 12,663.87 | | 0 | 12,663.87 | | 0 | 12,663.87- |

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

| ACCOUNT | ACCOUNT DESCRIPTION | CURRENT ESTIMATED | CURRENT ACTUAL | CURRENT %REV | YEAR-TO-DATE ESTIMATED | YEAR-TO-DATE ACTUAL | YEAR-TO-DATE %REV | ANNUAL ESTIMATE | UNREALIZED BALANCE |
|---|---|---|---|---|---|---|---|---|---|
| 335 | STATE SHARED REVENUES | | | | | | | | |
| 12 00 | STATE REVENUE SHARING | 45,833 | 43,527.23 | 95 | 229,165 | 258,104.80 | 113 | 550,000 | 291,895.20 |
| 12 20 | 8TH CNT MUNICIPAL GAS TAX | 12,833 | 10,956.72 | 85 | 64,165 | 64,970.42 | 101 | 154,000 | 89,029.58 |
| 12 * | STATE REVENUE SHARING | 58,666 | 54,483.95 | 93 | 293,330 | 323,075.22 | 110 | 704,000 | 380,924.78 |
| 14 00 | MOBILE HOME LICENSES | 2,083 | 3,358.83 | 161 | 10,415 | 18,348.00 | 176 | 25,000 | 6,652.00 |
| 15 00 | ALCOHOLIC BEVERAGE | 2,083 | .00 | | 10,415 | 2,198.98 | 21 | 25,000 | 22,801.02 |
| 18 00 | LOCAL GOVERNMENT 1/2 CENT | 103,333 | 137,133.19 | 133 | 516,665 | 474,390.87 | 92 | 1,240,000 | 765,609.13 |
| 21 00 | FIREFIGHTER SUPPLEMENTAL | 0 | .00 | | 4,000 | 4,195.33 | 105 | 16,000 | 11,804.67 |
| 29 21 | POL PEN STATE CONTR | 0 | .00 | | 0 | .00 | | 188,476 | 188,476.00 |
| 29 22 | FIRE PEN STATE CONTR | 0 | .00 | | 0 | .00 | | 124,461 | 124,461.00 |
| 29 * | OTHER PUBLIC SAFETY | 0 | .00 | | 0 | .00 | | 312,937 | 312,937.00 |
| 41 00 | FUEL TAX REFUNDS | 1,666 | 8,653.37 | 519 | 8,330 | 8,653.37 | 104 | 20,000 | 11,346.63 |
| 335 ** | STATE SHARED REVENUES | 167,831 | 203,629.34 | 121 | 843,155 | 830,861.77 | 99 | 2,342,937 | 1,512,075.23 |
| 337 | GRANTS FROM LOCAL UNITS | | | | | | | | |
| 30 * | PHYSICAL ENVIRONMENT | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 337 ** | GRANTS FROM LOCAL UNITS | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 330 *** | INTERGOVERNMENTAL REVENUE | 181,202 | 226,247.04 | | 909,356 | 845,474.66 | | 2,502,739 | 1,657,264.34 |
| 340 | CHARGES FOR SERVICES | | | | | | | | |
| 341 | GENERAL GOVERNMENT | | | | | | | | |
| 40 00 | CERTIFY/COPY/SEARCH | 11,108 | 8,989.79 | 81 | 55,540 | 33,655.18 | 61 | 133,300 | 99,644.82 |
| 90 12 | PASSPORT EXECUTION FEES | 250 | 595.00 | 238 | 1,250 | 1,435.00 | 115 | 3,000 | 1,565.00 |
| 341 ** | GENERAL GOVERNMENT | 11,358 | 9,584.79 | 84 | 56,790 | 35,090.18 | 62 | 136,300 | 101,209.82 |
| 342 | PUBLIC SAFETY | | | | | | | | |
| 10 00 | SVC CHG - LAW ENF SERVICE | 9,770 | 22,755.00 | 233 | 48,850 | 85,167.60 | 174 | 117,250 | 32,082.40 |
| 10 02 | SCHOOL RES OFFICER | 15,625 | .00 | | 78,125 | 97,500.00 | 125 | 187,500 | 90,000.00 |
| 10 * | SVC CHG - LAW ENF SERVICE | 25,395 | 22,755.00 | 90 | 126,975 | 182,667.60 | 144 | 304,750 | 122,082.40 |
| 20 00 | SVC CHG - FIRE PROTECTION | 0 | 4,672.50 | | 0 | 15,147.50 | | 0 | 15,147.50- |
| 90 00 | OTHER PUBLIC SAFETY | 83 | .00 | | 415 | .00 | | 1,000 | 1,000.00 |
| 90 01 | FALSE ALARM FEES | 625 | .00 | | 3,125 | .00 | | 7,500 | 7,500.00 |
| 90 * | OTHER PUBLIC SAFETY | 708 | .00 | | 3,540 | .00 | | 8,500 | 8,500.00 |
| 342 ** | PUBLIC SAFETY | 26,103 | 27,427.50 | 105 | 130,515 | 197,815.10 | 152 | 313,250 | 115,434.90 |

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

| ACCOUNT | | ACCOUNT DESCRIPTION | CURRENT ESTIMATED | CURRENT ACTUAL | CURRENT %REV | YEAR-TO-DATE ESTIMATED | YEAR-TO-DATE ACTUAL | YEAR-TO-DATE %REV | ANNUAL ESTIMATE | UNREALIZED BALANCE |
|---|---|---|---|---|---|---|---|---|---|---|
| 343 | | PHYSICAL ENVIRONMENT | | | | | | | | |
| 37 | 10 | BREVARD COUNTY | 48,870 | 50,492.00 | 103 | 244,350 | 252,149.45 | 103 | 586,440 | 334,290.55 |
| 37 | 11 | ROCKLEDGE | 27,150 | 28,143.75 | 104 | 135,750 | 138,388.03 | 102 | 325,800 | 187,411.97 |
| 37 | 12 | SUN LAKE | 352 | 371.80 | 106 | 1,760 | 1,801.30 | 102 | 4,235 | 2,433.70 |
| 37 | 13 | CLNY PK-M.I.UTIL CO. | 179 | 192.40 | 108 | 895 | 956.20 | 107 | 2,150 | 1,193.80 |
| 37 | 16 | COCOA BEACH | 10,208 | 10,735.50 | 105 | 51,040 | 52,735.92 | 103 | 122,501 | 69,765.08 |
| 37 | 17 | CAPE CANAVERAL | 8,688 | 8,746.15 | 101 | 43,440 | 43,101.60 | 99 | 104,256 | 61,154.40 |
| 37 | 18 | TITUSVILLE | 391 | 408.20 | 104 | 1,955 | 1,991.80 | 102 | 4,692 | 2,700.20 |
| 37 | * | WATER BILLING SERVICES | 95,838 | 99,089.80 | 103 | 479,190 | 491,124.30 | 103 | 1,150,074 | 658,949.70 |
| 39 | 01 | SERVICE CHARGES | 40,000 | 93,208.32 | 233 | 200,000 | 404,537.54 | 202 | 480,000 | 75,462.46 |
| 39 | 03 | ADMIN CHARGES | 35,000 | 41,130.00 | 118 | 175,000 | 201,825.00 | 115 | 420,000 | 218,175.00 |
| 39 | 04 | PENALTIES | 60,000 | 50,144.58 | 84 | 300,000 | 302,630.65 | 101 | 720,000 | 417,369.35 |
| 39 | 05 | NSF CHECKS | 2,500 | 3,169.68 | 127 | 12,500 | 18,929.39 | 151 | 30,000 | 11,070.61 |
| 39 | 13 | HIGH CONSUMP CHGS | 291 | 510.00 | 175 | 1,455 | 2,630.00 | 181 | 3,500 | 870.00 |
| 39 | * | WATER OTHER INCOME | 137,791 | 188,162.58 | 137 | 688,955 | 930,552.58 | 135 | 1,653,500 | 722,947.42 |
| 41 | 10 | SOLID WASTE | 206,333 | 233,265.49 | 113 | 1,031,665 | 1,109,154.21 | 108 | 2,476,000 | 1,366,845.79 |
| 41 | 20 | RECYCLING REVENUE | 32,416 | 32,826.17 | 101 | 162,080 | 162,834.70 | 101 | 389,000 | 226,165.30 |
| 41 | 30 | GREEN WASTE | 36,166 | 37,211.14 | 103 | 180,830 | 185,266.04 | 103 | 434,000 | 248,733.96 |
| 41 | * | GARBAGE COLLECTION | 274,915 | 303,302.80 | 110 | 1,374,575 | 1,457,254.95 | 106 | 3,299,000 | 1,841,745.05 |
| 90 | 01 | FDOT MEDIAN MAINT | 17,782 | .00 | | 35,565 | 15,632.50 | 44 | 71,130 | 55,497.50 |
| 90 | 03 | FDOT MNT SIGNAL/HWY LIGHT | 0 | .00 | | 0 | .00 | | 117,479 | 117,479.00 |
| 90 | * | OTHER PHYSICAL ENVIRON | 17,782 | .00 | | 35,565 | 15,632.50 | 44 | 188,609 | 172,976.50 |
| 343 | ** | PHYSICAL ENVIRONMENT | 526,326 | 590,555.18 | 112 | 2,578,285 | 2,894,564.33 | 112 | 6,291,183 | 3,396,618.67 |
| 347 | | CULTURE/RECREATION | | | | | | | | |
| 20 | 10 | GAZEBO-PAVILLION RENTAL | 41 | 35.00 | 85 | 205 | 407.00 | 199 | 500 | 93.00 |
| 39 | 10 | PORCHER HOUSE - REVENUES | 2,333 | 50.00 | 2 | 11,665 | 2,580.00 | 22 | 28,000 | 25,420.00 |
| 39 | 11 | TENANT MAINTENANCE FEES | 0 | 99.53 | | 0 | 597.18 | | 0 | 597.18- |
| 39 | 20 | COCOA CIVIC CENTER | 2,916 | 1,485.00 | 51 | 14,580 | 3,682.14 | 25 | 35,000 | 31,317.86 |
| 39 | 30 | RIVERFRONT PARK | 916 | 1,135.00 | 124 | 4,580 | 3,355.00 | 73 | 11,000 | 7,645.00 |
| 39 | * | OTHER CULTURAL SERVICES | 6,165 | 2,769.53 | 45 | 30,825 | 10,214.32 | 33 | 74,000 | 63,785.68 |
| 40 | 05 | SPECIAL EVENT PERMITS | 2,500 | 2,600.00 | 104 | 12,500 | 13,450.00 | 108 | 30,000 | 16,550.00 |
| 50 | 10 | EVENT FEES | 229 | .00 | | 1,145 | 622.05 | 54 | 2,759 | 2,136.95 |
| 50 | 30 | ADVERTISING/SPONSORSHIPS | 416 | .00 | | 2,080 | 500.00 | 24 | 5,000 | 4,500.00 |
| 50 | 50 | MISC FURNISHINGS | 625 | 134.85 | 22 | 3,125 | 674.85 | 22 | 7,500 | 6,825.15 |
| 50 | * | SPECIAL REC FACILITIES | 1,270 | 134.85 | 11 | 6,350 | 1,796.90 | 28 | 15,259 | 13,462.10 |
| 347 | ** | CULTURE/RECREATION | 9,976 | 5,539.38 | 56 | 49,880 | 25,868.22 | 52 | 119,759 | 93,890.78 |
| 340 | *** | CHARGES FOR SERVICES | 573,763 | 633,106.85 | | 2,815,470 | 3,153,337.83 | | 6,860,492 | 3,707,154.17 |

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

| ACCOUNT | ACCOUNT DESCRIPTION | CURRENT ESTIMATED | CURRENT ACTUAL | CURRENT %REV | YEAR-TO-DATE ESTIMATED | YEAR-TO-DATE ACTUAL | YEAR-TO-DATE %REV | ANNUAL ESTIMATE | UNREALIZED BALANCE |
|---|---|---|---|---|---|---|---|---|---|
| 350 | FINES AND FORFEITURES | | | | | | | | |
| 351 | JUDGMENTS AND FINES | | | | | | | | |
| 90 00 | OTHER | 1,250 | 1,214.08 | 97 | 6,250 | 5,691.45 | 91 | 15,000 | 9,308.55 |
| 351 ** | JUDGMENTS AND FINES | 1,250 | 1,214.08 | 97 | 6,250 | 5,691.45 | 91 | 15,000 | 9,308.55 |
| 350 *** | FINES AND FORFEITURES | 1,250 | 1,214.08 | | 6,250 | 5,691.45 | | 15,000 | 9,308.55 |
| 360 | MISCELLANEOUS REVENUES | | | | | | | | |
| 361 | INTEREST & OTHER EARNINGS | | | | | | | | |
| 10 00 | INTEREST | 3,144 | 20,090.39 | 639 | 57,988 | 105,299.91 | 182 | 80,000 | 25,299.91- |
| 10 02 | INVESTMENT INTEREST | 6,009 | 62,749.63 | 1044 | 57,936 | 233,807.44 | 404 | 100,000 | 133,807.44- |
| 10 10 | SBA | 50 | 1,926.86 | 3854 | 250 | 8,943.88 | 3578 | 600 | 8,343.88- |
| 10 11 | INTEREST/CBOS | 91 | .00 | | 455 | 211.05 | 46 | 1,100 | 888.95 |
| 10 * | INTEREST | 9,294 | 84,766.88 | 912 | 116,629 | 348,262.28 | 299 | 181,700 | 166,562.28- |
| 40 * | GAIN/(LOSS) SALE INVEST | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 361 ** | INTEREST & OTHER EARNINGS | 9,294 | 84,766.88 | 912 | 116,629 | 348,262.28 | 299 | 181,700 | 166,562.28- |
| 362 | RENT AND ROYALTIES | | | | | | | | |
| 00 00 | RENT AND ROYALTIES | 3,971 | 5,220.73 | 132 | 104,203 | 96,504.66 | 93 | 132,000 | 35,495.34 |
| 39 10 | PORCHER HOUSE | 0 | 1,330.56 | | 0 | 7,983.36 | | 0 | 7,983.36- |
| 39 20 | CIVIC CENTER | 0 | 660.00 | | 0 | 3,960.00 | | 0 | 3,960.00- |
| 39 * | RENTALS AND LEASES | 0 | 1,990.56 | | 0 | 11,943.36 | | 0 | 11,943.36- |
| 362 ** | RENT AND ROYALTIES | 3,971 | 7,211.29 | 182 | 104,203 | 108,448.02 | 104 | 132,000 | 23,551.98 |
| 364 | DISPOSITION FIXED ASSETS | | | | | | | | |
| 10 00 | GAIN/(LOSS)SALE OF F/A | 0 | 6,475.00 | | 0 | 15,319.94 | | 0 | 15,319.94- |
| 364 ** | DISPOSITION FIXED ASSETS | 0 | 6,475.00 | | 0 | 15,319.94 | | 0 | 15,319.94- |
| 365 | SALE SURPLUS MTRLS &SCRAP | | | | | | | | |
| 00 00 | SALE SURPLUS MTRLS &SCRAP | 0 | .00 | | 0 | 427.95 | | 0 | 427.95- |
| 365 ** | SALE SURPLUS MTRLS &SCRAP | 0 | .00 | | 0 | 427.95 | | 0 | 427.95- |
| 366 | CONTRIBUTIONS & DONATIONS | | | | | | | | |
| 00 00 | CONTRIBUTIONS & DONATIONS | 3,044 | .00 | | 7,411 | 2,646.00 | 36 | 28,728 | 26,082.00 |
| 10 * | DONATIONS-PRIVATE SOURCES | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 366 ** | CONTRIBUTIONS & DONATIONS | 3,044 | .00 | | 7,411 | 2,646.00 | 36 | 28,728 | 26,082.00 |

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

| ACCOUNT | | ACCOUNT DESCRIPTION | CURRENT ESTIMATED | CURRENT ACTUAL | CURRENT %REV | YEAR-TO-DATE ESTIMATED | YEAR-TO-DATE ACTUAL | YEAR-TO-DATE %REV | ANNUAL ESTIMATE | UNREALIZED BALANCE |
|---|---|---|---|---|---|---|---|---|---|---|
| 368 | | PENSION CONTRIBUTIONS | | | | | | | | |
| 368 | ** | PENSION CONTRIBUTIONS | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 369 | | OTHER MISC REVENUES | | | | | | | | |
| | 90 00 | OTHER MISC REVENUES | 100 | 47,401.11 | 7401 | 500 | 239,080.17 | 7816 | 1,200 | 237,880.17- |
| | 90 03 | CODE ENF ABATE/DEMO REV | 8,114 | 5,232.85 | 65 | 40,570 | 20,297.03 | 50 | 97,375 | 77,077.97 |
| | 90 04 | MISC. POLICE REVENUES | 1,165 | 23.50 | 2 | 5,825 | 911.12 | 16 | 13,988 | 13,076.88 |
| | 90 05 | INVESTIGATIVE COSTS REIM | 4,537 | 2,721.79 | 60 | 22,685 | 12,743.78 | 56 | 54,450 | 41,706.22 |
| | 90 09 | PROPERTY REGISTRATION | 625 | 300.00 | 48 | 3,125 | 1,100.00 | 35 | 7,500 | 6,400.00 |
| | 90 * | OTHER MISC REVENUES | 14,541 | 55,679.25 | 383 | 72,705 | 274,132.10 | 377 | 174,513 | 99,619.10- |
| | 96 00 | INSURANCE REFUND/PROCEEDS | 0 | .00 | | 0 | 16,885.92 | | 0 | 16,885.92- |
| 369 | ** | OTHER MISC REVENUES | 14,541 | 55,679.25 | 383 | 72,705 | 291,018.02 | 400 | 174,513 | 116,505.02- |
| 360 | *** | MISCELLANEOUS REVENUES | 30,850 | 154,132.42 | | 300,948 | 766,122.21 | | 516,941 | 249,181.21- |
| 380 | | OTHER SOURCES(NON-REV) | | | | | | | | |
| 381 | | INTERFUND TRANSFER | | | | | | | | |
| | 91 10 | TRF FROM COCOA CRA (110) | 0 | 18,566.67 | | 222,800 | 92,833.35 | 42 | 222,800 | 129,966.65 |
| | 91 * | TRANSFER FROM | 0 | 18,566.67 | | 222,800 | 92,833.35 | 42 | 222,800 | 129,966.65 |
| | 94 21 | TRANS FR 421 OH ALLOC | 0 | 632,527.58 | | 7,590,331 | 3,162,637.90 | 42 | 7,590,331 | 4,427,693.10 |
| | 94 23 | TRANS FR 423 OH ALLOC | 0 | 24,801.83 | | 297,622 | 124,009.15 | 42 | 297,622 | 173,612.85 |
| | 94 * | INTERFUND TRANSFER | 0 | 657,329.41 | | 7,887,953 | 3,286,647.05 | 42 | 7,887,953 | 4,601,305.95 |
| 381 | ** | INTERFUND TRANSFER | 0 | 675,896.08 | | 8,110,753 | 3,379,480.40 | 42 | 8,110,753 | 4,731,272.60 |
| 382 | | CONTRIBUTIONS ENTERPRISE | | | | | | | | |
| | 40 00 | CONTRIBUTIONS | 587,997 | 587,997.58 | 100 | 2,939,985 | 2,939,987.90 | 100 | 7,055,971 | 4,115,983.10 |
| | 40 01 | 6% PILOFF | 143,350 | 143,350.08 | 100 | 716,750 | 716,750.40 | 100 | 1,720,201 | 1,003,450.60 |
| | 40 * | CONTRIBUTIONS | 731,347 | 731,347.66 | 100 | 3,656,735 | 3,656,738.30 | 100 | 8,776,172 | 5,119,433.70 |
| 382 | ** | CONTRIBUTIONS ENTERPRISE | 731,347 | 731,347.66 | 100 | 3,656,735 | 3,656,738.30 | 100 | 8,776,172 | 5,119,433.70 |
| 384 | | DEBT PROCEEDS | | | | | | | | |
| 384 | ** | DEBT PROCEEDS | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 389 | | NON OPERATING SOURCES | | | | | | | | |
| | 99 11 | RESTR. CASH CARRY FORWARD | 300 | .00 | | 1,500 | .00 | | 3,600 | 3,600.00 |
| | 99 50 | FUND BAL-APPROP. RESERVES | 729,978 | .00 | | 2,946,060 | .00 | | 8,055,912 | 8,055,912.00 |
| | 99 * | BALANCE FORWARD | 730,278 | .00 | | 2,947,560 | .00 | | 8,059,512 | 8,059,512.00 |
| 389 | ** | NON OPERATING SOURCES | 730,278 | .00 | | 2,947,560 | .00 | | 8,059,512 | 8,059,512.00 |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 380 | *** | OTHER SOURCES(NON-REV) | 1,461,625 | 1,407,243.74 | 14,715,048 | 7,036,218.70 | 24,946,437 | 17,910,218.30 |
| FUND TOTAL | | GENERAL FUND | 2,914,621 | 3,203,669.50 | 30,936,607 | 24,025,523.81 | 52,037,790 | 28,012,266.19 |
| GRAND TOTAL | | | 2,914,621 | 3,203,669.50 | 30,936,607 | 24,025,523.81 | 52,037,790 | 28,012,266.19 |

FUND 001 GENERAL FUND

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 11-00 | EXECUTIVE SALARIES | 75337 | 67313.61 | 89 | 376685 | 311581.93 | 83 | .00 | 904093 | 592511.07 | 35 |
| 11 ** | EXECUTIVE SALARIES | 75337 | 67313.61 | 89 | 376685 | 311581.93 | 83 | .00 | 904093 | 592511.07 | 35 |
| 12-00 | REGULAR SALARIES & WAGES | 1126609 | 924415.44 | 82 | 5636346 | 4691868.34 | 83 | .00 | 13522740 | 8830871.66 | 35 |
| 12-06 | SALARIES/CONTRACTUAL | 7024 | 7762.50 | 111 | 35120 | 44424.00 | 127 | .00 | 84299 | 39875.00 | 53 |
| 12-07 | EMS 1ST RESPONDER | 0 | .00 | 0 | 0 | 141.00 | 0 | .00 | 0 | 141.00- | 0 |
| 12-10 | SALARY ADJUSTMENTS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 12-12 | ACCRUAL PAYOUTS | 9643 | 9570.53 | 99 | 47323 | 50528.50 | 107 | .00 | 114831 | 64302.50 | 44 |
| 12-13 | COPS CHRP | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 12 ** | REGULAR SALARIES & WAGES | 1143276 | 941748.47 | 82 | 5718789 | 4786961.84 | 84 | .00 | 13721870 | 8934908.16 | 35 |
| 13-00 | OTHER SALARIES & WAGES | 107419 | 77656.19 | 72 | 537095 | 386637.34 | 72 | .00 | 1289057 | 902419.66 | 30 |
| 13 ** | OTHER SALARIES & WAGES | 107419 | 77656.19 | 72 | 537095 | 386637.34 | 72 | .00 | 1289057 | 902419.66 | 30 |
| 14-00 | OVERTIME | 45236 | 53686.13 | 119 | 226180 | 351187.51 | 155 | .00 | 542921 | 191733.49 | 65 |
| 14-01 | COMP TIME | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 14 ** | OVERTIME | 45236 | 53686.13 | 119 | 226180 | 351187.51 | 155 | .00 | 542921 | 191733.49 | 65 |
| 15-00 | SPECIAL PAY | 26510 | 32245.12 | 122 | 132550 | 168806.48 | 127 | .00 | 318144 | 149337.52 | 53 |
| 15 ** | SPECIAL PAY | 26510 | 32245.12 | 122 | 132550 | 168806.48 | 127 | .00 | 318144 | 149337.52 | 53 |
| 20-00 | CLOTHING/SHOE ALLOWANCE | 1956 | .00 | 0 | 9780 | 7810.00 | 80 | .00 | 23485 | 15675.00 | 33 |
| 20 ** | CLOTHING/SHOE ALLOWANCE | 1956 | .00 | 0 | 9780 | 7810.00 | 80 | .00 | 23485 | 15675.00 | 33 |
| 21-00 | FICA TAXES | 104753 | 88077.73 | 84 | 523765 | 449992.31 | 86 | .00 | 1257170 | 807177.69 | 36 |
| 21 ** | FICA TAXES | 104753 | 88077.73 | 84 | 523765 | 449992.31 | 86 | .00 | 1257170 | 807177.69 | 36 |
| 22-00 | RETIREMENT CONTRIBUTIONS | 93534 | 85572.73 | 92 | 467670 | 414205.06 | 89 | .00 | 1122518 | 708312.94 | 37 |
| 22-01 | LICENSED POLICE/FIRE | 196125 | 144971.80 | 74 | 980625 | 790002.74 | 81 | .00 | 2353521 | 1563518.26 | 34 |
| 22-02 | STATE CONTRIBUTIONS | 21799 | .00 | 0 | 160315 | .00 | 0 | .00 | 312937 | 312937.00 | 0 |
| 22-03 | NON-FRS RETIREMENT PLAN | 2737 | 2615.02 | 96 | 13685 | 13342.80 | 98 | .00 | 32854 | 19511.20 | 41 |
| 22 ** | RETIREMENT CONTRIBUTIONS | 314195 | 233159.55 | 74 | 1622295 | 1217550.60 | 75 | .00 | 3821830 | 2604279.40 | 32 |

FUND 001 GENERAL FUND

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 23-00 | INSURANCES | 6495 | 4200.86 | 65 | 32475 | 18500.43 | 57 | .00 | 78043 | 59542.57 | 24 |
| 23-02 | MEDICARE PART B | 35140 | 21904.93 | 62 | 175700 | 160784.16 | 92 | 2968.20 | 421680 | 257927.64 | 39 |
| 23-04 | MEDICAL | 304042 | 248838.13 | 82 | 1520210 | 1087324.48 | 72 | .00 | 3648653 | 2561328.52 | 30 |
| 23-05 | HEALTH GF RETIREES 50% | 4471 | 4024.44 | 90 | 22355 | 20569.36 | 92 | .00 | 53660 | 33090.64 | 38 |
| 23-06 | HEALTH GF RETIREES 100% | 23252 | 20564.02 | 88 | 116260 | 103714.42 | 89 | .00 | 279032 | 175317.58 | 37 |
| 23-07 | DENTAL INSURANCE | 15279 | 12022.49 | 79 | 76395 | 54276.68 | 71 | .00 | 183490 | 129213.32 | 30 |
| 23-08 | VISION INSURANCE | 2809 | 2264.35 | 81 | 14045 | 10233.84 | 73 | .00 | 33823 | 23589.16 | 30 |
| 23-09 | LONG TERM DISABILITY | 4170 | 4009.09 | 96 | 20850 | 17600.45 | 84 | .00 | 50147 | 32546.55 | 35 |
| 23-10 | FSA HEALTH | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 23-11 | FSA CHILDCARE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 23 ** | INSURANCES | 395658 | 317828.31 | 80 | 1978290 | 1473003.82 | 75 | 2968.20 | 4748528 | 3272555.98 | 31 |
| 24-00 | WORKER'S COMPENSATION | 67308 | 29275.11 | 44 | 336540 | 160319.47 | 48 | .00 | 807837 | 647517.53 | 20 |
| 24 ** | WORKER'S COMPENSATION | 67308 | 29275.11 | 44 | 336540 | 160319.47 | 48 | .00 | 807837 | 647517.53 | 20 |
| 25-00 | UNEMPLOYMENT COMPENSATION | 833 | 2757.04 | 331 | 4165 | 4260.88 | 102 | .00 | 10000 | 5739.12 | 43 |
| 25 ** | UNEMPLOYMENT COMPENSATION | 833 | 2757.04 | 331 | 4165 | 4260.88 | 102 | .00 | 10000 | 5739.12 | 43 |
| 27-00 | BENEFIT OFFSET | 20016 | 17954.04 | 90 | 100080 | 75208.82 | 75 | .00 | 240203 | 164994.18 | 31 |
| 27 ** | BENEFIT OFFSET | 20016 | 17954.04 | 90 | 100080 | 75208.82 | 75 | .00 | 240203 | 164994.18 | 31 |
| 28-00 | PERS SVC OVERHEAD ALLOC | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 28 ** | PERS SVC OVERHEAD ALLOC | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 31-00 | PROFESSIONAL SERVICES | 18674 | 22491.96 | 120 | 365211 | 124438.38 | 34 | 270652.81 | 504058 | 108966.81 | 78 |
| 31-01 | LEGAL EXPENSES | 4706 | 34884.81 | 741 | 445280 | 147675.69 | 33 | 283456.31 | 478227 | 47095.00 | 90 |
| 31-02 | MEDICAL SERVICES | 0 | 142.20 | 0 | 47850 | 3884.30 | 8 | 38965.70 | 47850 | 5000.00 | 90 |
| 31-03 | ENGINEERING SERVICES | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 31-05 | EMS 1ST RESPONDER | 0 | 13905.00 | 0 | 13905 | 13905.00 | 100 | .00 | 13905 | .00 | 100 |
| 31-06 | EDA-04-69-07348 GRANT | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |

FUND 001 GENERAL FUND

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 31-11 | USDA MANAGE FOREST GRANT | 1875- | .00 | 0 | 1875- | .00 | 0 | .00 | 15000 | 15000.00 | 0 |
| 31-13 | FIND BV-C0-20-146 BT RAMP | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 31-14 | FIND BV-CO-20-147 DREDGIN | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 31-15 | AFRICAN AM CIVIL RIGHTS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 31-16 | HISTORICAL PRESERVATN | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 31-33 | EMPLOYEE HEALTH CENTER | 0 | 30402.78 | 0 | 364656 | 115588.09 | 32 | 249067.91 | 364656 | .00 | 100 |
| 31 ** | PROFESSIONAL SERVICES | 21505 | 101826.75 | 474 | 1235027 | 405491.46 | 33 | 842142.73 | 1423696 | 176061.81 | 88 |
| 32-00 | ACCOUNTING & AUDITING | 0 | 45000.00 | 0 | 74000 | 51000.00 | 69 | 17000.00 | 74000 | 6000.00 | 92 |
| 32 ** | ACCOUNTING & AUDITING | 0 | 45000.00 | 0 | 74000 | 51000.00 | 69 | 17000.00 | 74000 | 6000.00 | 92 |
| 34-00 | CONTRACT SERVICES | 52927 | 176062.77 | 333 | 701217 | 521301.03 | 74 | 496492.51 | 1106948 | 89154.46 | 92 |
| 34-03 | CUSTOMER SERVICE CONTRACT | 263727 | 277242.38 | 105 | 1054908 | 1080325.26 | 102 | .00 | 2901000 | 1820674.74 | 37 |
| 34-07 | JANITORIAL CONTRACT SVS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 34-09 | MOWING CONTRACTS | 2240 | 30082.65 | 1343 | 434312 | 149053.25 | 34 | 276299.25 | 450000 | 24647.50 | 95 |
| 34-10 | COST OF GENERAL FUND SVCS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 34-23 | JAG 2022-22-GG-02810 | 0 | .00 | 0 | 14108 | .00 | 0 | .00 | 14108 | 14108.00 | 0 |
| 34 ** | CONTRACT SERVICES | 318894 | 483387.80 | 152 | 2204545 | 1750679.54 | 79 | 772791.76 | 4472056 | 1948584.70 | 56 |
| 39-00 | CONTINGENCY | 14973 | .00 | 0 | 82203 | .00 | 0 | .00 | 187026 | 187026.00 | 0 |
| 39-10 | RESERVE CONTINGENCY | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 39-15 | WAGE AND SALARY | 4447 | .00 | 0 | 13341 | .00 | 0 | .00 | 0 | .00 | 0 |
| 39-20 | FUEL, OIL & LUBRICANTS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 39 ** | CONTINGENCY | 19420 | .00 | 0 | 95544 | .00 | 0 | .00 | 187026 | 187026.00 | 0 |
| 40-00 | TRAVEL & PER DIEM | 7003 | 3163.00 | 45 | 35329 | 16032.89 | 45 | .00 | 92563 | 76530.11 | 17 |
| 40-01 | CAR ALLOWANCE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 40-22 | JAG-21-GG-01363 | 0 | .00 | 0 | 0 | 1930.00 | 0 | .00 | 0 | 1930.00- | 0 |
| 40 ** | TRAVEL & PER DIEM | 7003 | 3163.00 | 45 | 35329 | 17962.89 | 51 | .00 | 92563 | 74600.11 | 19 |

FUND 001 GENERAL FUND

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 41-00 | COMMUNICATION | 1364 | 10807.20 | 792 | 185681 | 72196.33 | 39 | 116351.54 | 195244 | 6696.13 | 97 |
| 41-35 | VOCA-2022-COCOA PD-00181 | 0 | 90.60 | 0 | 1080 | 543.66 | 50 | 536.30 | 1080 | .04 | 100 |
| 41 ** | COMMUNICATION | 1364 | 10897.80 | 799 | 186761 | 72739.99 | 39 | 116887.84 | 196324 | 6696.17 | 97 |
| 42-00 | POSTAGE & FREIGHT | 39157 | 37810.48 | 97 | 204288 | 165586.28 | 81 | 284562.47 | 478492 | 28343.25 | 94 |
| 42 ** | POSTAGE & FREIGHT | 39157 | 37810.48 | 97 | 204288 | 165586.28 | 81 | 284562.47 | 478492 | 28343.25 | 94 |
| 43-00 | ELECTRIC/WATER/SEWER | 8204 | 27386.75 | 334 | 750669 | 217853.36 | 29 | 253954.90 | 808120 | 336311.74 | 58 |
| 43 ** | ELECTRIC/WATER/SEWER | 8204 | 27386.75 | 334 | 750669 | 217853.36 | 29 | 253954.90 | 808120 | 336311.74 | 58 |
| 44-00 | RENTALS AND LEASES | 4768 | 6973.82 | 146 | 71669 | 32622.92 | 46 | 67462.08 | 105785 | 5700.00 | 95 |
| 44 ** | RENTALS AND LEASES | 4768 | 6973.82 | 146 | 71669 | 32622.92 | 46 | 67462.08 | 105785 | 5700.00 | 95 |
| 45-00 | INSURANCE | 78 | 302.00 | 387 | 331061 | 331318.28 | 100 | .00 | 645660 | 314341.72 | 51 |
| 45 ** | INSURANCE | 78 | 302.00 | 387 | 331061 | 331318.28 | 100 | .00 | 645660 | 314341.72 | 51 |
| 46-00 | REPAIRS & MAINTENANCE | 104959 | 57947.00 | 55 | 586687 | 244465.61 | 42 | 314378.63 | 998121 | 439276.76 | 56 |
| 46-02 | REPAIR/MAINTENANCE-BLDG | 28045 | 5301.16 | 19 | 147302 | 79996.71 | 54 | 65365.54 | 343634 | 198271.75 | 42 |
| 46-03 | REPAIR/MAINT-VEHICLES | 32954 | 40061.84 | 122 | 181052 | 88518.79 | 49 | 24087.66 | 411809 | 299202.55 | 27 |
| 46-05 | HYDRANT FEES | 20817 | 20615.36 | 99 | 104085 | 103076.80 | 99 | .00 | 249805 | 146728.20 | 41 |
| 46-15 | INSURED VEHICLE ACCIDENT | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 46 ** | REPAIRS & MAINTENANCE | 186775 | 123925.36 | 66 | 1019126 | 516057.91 | 51 | 403831.83 | 2003369 | 1083479.26 | 46 |
| 47-00 | PRINTING & BINDING | 11748 | 20198.60 | 172 | 94109 | 60298.87 | 64 | 99626.36 | 187337 | 27411.77 | 85 |
| 47 ** | PRINTING & BINDING | 11748 | 20198.60 | 172 | 94109 | 60298.87 | 64 | 99626.36 | 187337 | 27411.77 | 85 |
| 48-00 | PROMOTIONAL ACTIVITIES | 5059 | 126.18 | 3 | 28295 | 16225.19 | 57 | .00 | 71125 | 54899.81 | 23 |
| 48-11 | BUSINESS ASSIST. PROGRAM | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 48 ** | PROMOTIONAL ACTIVITIES | 5059 | 126.18 | 3 | 28295 | 16225.19 | 57 | .00 | 71125 | 54899.81 | 23 |
| 49-00 | OTHER CHARGES & OBLIG. | 18354 | 179238.66 | 977 | 123969 | 225186.76 | 182 | 157651.52 | 252162 | 130676.28- | 152 |
| 49-02 | ADVERTISING | 25 | .00 | 0 | 125 | 99.99 | 80 | .00 | 300 | 200.01 | 33 |
| 49-05 | BROWNFIELDS REDEV PROG | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |

FUND 001 GENERAL FUND

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 49-06 | BROWNFIELD PROG CITY COST | 416 | .00 | 0 | 2080 | .00 | 0 | .00 | 5000 | 5000.00 | 0 |
| 49-07 | BAD DEBT EXPENSE | 0 | 5461.71- | 0 | 0 | 17991.73- | 0 | .00 | 0 | 17991.73 | 0 |
| 49-08 | CASH OVER/SHORT | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 49-21 | PD INVESTIGATIVE FUNDS | 1666 | .00 | 0 | 8330 | .00 | 0 | .00 | 20000 | 20000.00 | 0 |
| 49-31 | OVERHEAD ALLOCATION | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 49 ** | OTHER CHARGES & OBLIG. | 20461 | 173776.95 | 849 | 134504 | 207295.02 | 154 | 157651.52 | 277462 | 87484.54- | 132 |
| 51-00 | OFFICE SUPPLIES | 3884 | 1672.41 | 43 | 19617 | 8627.59 | 44 | .00 | 46930 | 38302.41 | 18 |
| 51 ** | OFFICE SUPPLIES | 3884 | 1672.41 | 43 | 19617 | 8627.59 | 44 | .00 | 46930 | 38302.41 | 18 |
| 52-00 | OPERATING SUPPLIES | 104935 | 13489.99 | 13 | 574598 | 469320.72 | 82 | 50302.92 | 904100 | 384476.36 | 58 |
| 52-02 | UNIFORMS | 3779 | 3035.79 | 80 | 33667 | 13449.26 | 40 | 37110.97 | 60137 | 9576.77 | 84 |
| 52-05 | EMS 1st RESP-CONSUM SUPP | 1646 | 2731.67 | 166 | 42943 | 15891.24 | 37 | 20237.76 | 54465 | 18336.00 | 66 |
| 52-07 | JANITORIAL SUPPLIES | 4211 | 2376.56 | 56 | 21055 | 12724.53 | 60 | .00 | 50555 | 37830.47 | 25 |
| 52-10 | HEATING FUEL | 0 | 318.78 | 0 | 4443 | 1316.34 | 30 | 3126.66 | 4443 | .00 | 100 |
| 52-11 | JAG GRANT | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 52-12 | BULLETPROOF VEST GRANT | 129- | .00 | 0 | 899 | .00 | 0 | .00 | 0 | .00 | 0 |
| 52-13 | VOCA GRANT | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 52-14 | JAG 2020-DJ-BX-0410 | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 52-22 | BULLET PROOF V 2020 | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 52-23 | BULLET PROOF VEST 2021 | 0 | 4685.60 | 0 | 25444 | 17621.60 | 69 | 7822.40 | 25444 | .00 | 100 |
| 52-26 | BULLET PROOF VEST 2022 | 436 | .00 | 0 | 872 | .00 | 0 | 3920.00 | 3920 | .00 | 100 |
| 52-30 | FUEL OIL & LUBRICANTS | 47634 | 22273.07 | 47 | 238632 | 89435.47 | 38 | .00 | 572161 | 482725.53 | 16 |
| 52-33 | EMPLOYEE HEALTH CENTER | 0 | 13810.87 | 0 | 176400 | 41758.75 | 24 | 134641.25 | 176400 | .00 | 100 |
| 52-35 | VOCA-2022-COCOA PD-00181 | 28 | .00 | 0 | 455 | 370.95 | 82 | .00 | 651 | 280.05 | 57 |
| 52 ** | OPERATING SUPPLIES | 162540 | 62722.33 | 39 | 1119408 | 661888.86 | 59 | 257161.96 | 1852276 | 933225.18 | 50 |
| 53-00 | ROAD MATERIALS/SUPPLIES | 3181 | 9402.51 | 296 | 15905 | 18200.50 | 114 | 8993.56 | 38175 | 10980.94 | 71 |

FUND 001 GENERAL FUND

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 53 ** | ROAD MATERIALS/SUPPLIES | 3181 | 9402.51 | 296 | 15905 | 18200.50 | 114 | 8993.56 | 38175 | 10980.94 | 71 |
| 54-00 | MEMBERSHIP/PUBLICATIONS | 3404 | 1967.40 | 58 | 43956 | 20719.26 | 47 | 600.00 | 68277 | 46957.74 | 31 |
| 54 ** | MEMBERSHIP/PUBLICATIONS | 3404 | 1967.40 | 58 | 43956 | 20719.26 | 47 | 600.00 | 68277 | 46957.74 | 31 |
| 55-00 | TRAINING | 9241 | 6879.80 | 74 | 77638 | 46992.80 | 61 | 8012.50 | 149546 | 94540.70 | 37 |
| 55-01 | EDA PROGRAM | 2583 | .00 | 0 | 12915 | 2287.92 | 18 | .00 | 31000 | 28712.08 | 7 |
| 55-22 | JAG 21-GG-01363 | 0 | .00 | 0 | 0 | 5390.00 | 0 | .00 | 0 | 5390.00- | 0 |
| 55-35 | VOCA-2022-COCOA PD-00181 | 116 | 299.00 | 258 | 580 | 299.00 | 52 | .00 | 1397 | 1098.00 | 21 |
| 55 ** | TRAINING | 11940 | 7178.80 | 60 | 91133 | 54969.72 | 60 | 8012.50 | 181943 | 118960.78 | 35 |
| 56-15 | IT-RELATED OPERATING EXP | 41228 | 21498.96 | 52 | 540784 | 460907.09 | 85 | 96327.99 | 3804480 | 3247244.92 | 15 |
| 56 ** | TECHNOLOGY SYSTEMS | 41228 | 21498.96 | 52 | 540784 | 460907.09 | 85 | 96327.99 | 3804480 | 3247244.92 | 15 |
| 57-99 | OVERHEAD ALLOCATION | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 57 ** | OVERHEAD ALLOCATION | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 58-97 | LABOR | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 58-98 | EQUIPMENT | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 58-99 | OTHER CHARGES | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 58 ** | WORK ORDER CHARGES | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 59-00 | DEPRECIATION EXPENSE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 59 ** | DEPRECIATION EXPENSE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 61-00 | LAND | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 61 ** | LAND | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 62-00 | BUILDINGS | 87929 | .00 | 0 | 351716 | .00 | 0 | .00 | 967218 | 967218.00 | 0 |
| 62-33 | EMPLOYEE HEALTH CENTER | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 62 ** | BUILDINGS | 87929 | .00 | 0 | 351716 | .00 | 0 | .00 | 967218 | 967218.00 | 0 |
| 63-00 | INFRASTRUCTURE | 133121 | 33708.35 | 25 | 833009 | 40700.58 | 5 | 355467.77 | 1764857 | 1368688.65 | 22 |
| 63-07 | IMPROVE OTHER THAN BLDG | 7727 | .00 | 0 | 30908 | .00 | 0 | .00 | 85000 | 85000.00 | 0 |

FUND 001 GENERAL FUND

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 63-13 | FIND BV-CO-20-146 BT RAMP | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 63-14 | FIND BV-CO-20-147 DREDGIN | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 63-15 | FIND BV-CO-21-152 DRGPII | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 63-16 | FIND BV-CO-21-151 BT PII | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 63 ** | INFRASTRUCTURE | 140848 | 33708.35 | 24 | 863917 | 40700.58 | 5 | 355467.77 | 1849857 | 1453688.65 | 21 |
| 64-00 | MACHINERY AND EQUIPMENT | 76094 | 89769.92 | 118 | 983878 | 395968.76 | 40 | 447248.88 | 1635342 | 792124.36 | 52 |
| 64-01 | JAG GRANT | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 64-15 | IT HARDWARE | 6551- | .00 | 0 | 87375 | 41517.68 | 48 | .00 | 41518 | .32 | 100 |
| 64-33 | EMPLOYEE HEALTH CENTER | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 64 ** | MACHINERY AND EQUIPMENT | 69543 | 89769.92 | 129 | 1071253 | 437486.44 | 41 | 447248.88 | 1676860 | 792124.68 | 53 |
| 68-10 | SFTWR & OTHER INTANGIBLES | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 68 ** | INTANGIBLE ASSETS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 71-00 | DEBT SERVICE - PRINCIPAL | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 71 ** | DEBT SERVICE - PRINCIPAL | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 72-00 | DEBT SERVICE - INTEREST | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 72 ** | DEBT SERVICE - INTEREST | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 73-00 | OTHER DEBT SVC COSTS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 73 ** | OTHER DEBT SVC COSTS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 81-00 | AIDS TO GOVT AGENCY | 0 | .00 | 0 | 1245020 | 1245020.00 | 100 | .00 | 1245020 | .00 | 100 |
| 81 ** | AIDS TO GOVT AGENCY | 0 | .00 | 0 | 1245020 | 1245020.00 | 100 | .00 | 1245020 | .00 | 100 |
| 82-01 | ECON DEV INCENTIVE CONTR | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 82 ** | AID PRIVATE ORGANIZATION | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 83-00 | OTHER GRANTS & AIDS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 83-01 | MISC GRANTS/DONATIONS | 4166 | .00 | 0 | 20830 | .00 | 0 | .00 | 50000 | 50000.00 | 0 |
| 83-11 | UPSTART COCOA PROGRAM | 500 | .00 | 0 | 9000 | 7500.00 | 83 | .00 | 12500 | 5000.00 | 60 |

FUND 001 GENERAL FUND

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 83 ** | OTHER GRANTS & AIDS | 4666 | .00 | 0 | 29830 | 7500.00 | 25 | .00 | 62500 | 55000.00 | 12 |
| 91-03 | TO CDBG (103) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-04 | TO HOME (104) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-07 | TO BLDG PERM(107) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-08 | TO SEC 108 LOAN (108) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-10 | TO COCOA CRA (110) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-11 | TO DIAMOND SQ (111) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-12 | TO US 1 CRA (112) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-20 | TO GF DEBT SVC (201) | 10444 | 120281.67 | 1152 | 1462989 | 601408.35 | 41 | .00 | 1536101 | 934692.65 | 39 |
| 91-21 | TO WATER SEWER (421) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-23 | TO STORMWATER (423) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-25 | TO RESTRCTD ASSET (425) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-26 | TO W/S 2018B (426) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-30 | TO GF CAP PROJ (301) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-32 | TO RVRFRNT/LWP (302) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-33 | TO FISKE CAP PROJ (303) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-52 | TO W/C INS FUND (520) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-53 | TO HEALTH INS FUND (530) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91 ** | INTERFUND TRANSFER | 10444 | 120281.67 | 1152 | 1462989 | 601408.35 | 41 | .00 | 1536101 | 934692.65 | 39 |
| FUND 001 | TOTAL ********* | | | | | | | | | | |
| | GENERAL FUND | 3486540 | 3244679.14 | 93 | 24886669 | 16795881.10 | 68 | 4192692.35 | 52037790 | 31049216.55 | 40 |
| GRAND | TOTAL ********* | | | | | | | | | | |
| | | 3486540 | 3244679.14 | 93 | 24886669 | 16795881.10 | 68 | 4192692.35 | 52037790 | 31049216.55 | 40 |

## FY 2023 Budget by Classification Report - Summary Listing

2/28/2023

Target for January 2023 is 42%

**FUND 421 - WATER/SEWER FUND**

| | Amended Budget | YTD Encumbrances | YTD Actual Transactions | Budget - YTD Transactions | % Used/Rec'd |
|---|---|---|---|---|---|
| **REVENUE** | | | | | |
| CHARGES FOR SERVICES | $ 72,221,630 | $ - | $ 29,885,868 | $ 42,335,762 | 41% |
| INTERGOVERNMENTAL/GRANTS | $ - | $ - | $ - | $ - | 0% |
| MISCELLANEOUS | $ 310,112 | $ - | $ 309,133 | $ 979 | 100% |
| OTHER SOURCES (*NON-REVENUE) | $ 23,084,832 | $ - | $ - | $ 23,084,832 | 0% |
| **REVENUE TOTALS** | **$ 95,616,574** | **$ -** | **$ 30,195,000** | **$ 65,421,574** | **32%** |
| **EXPENSE** | | | | | |
| SALARIES AND BENEFITS | $ 19,201,399 | $ - | $ 6,496,429 | $ 12,704,971 | 34% |
| OPERATING EXPENDITURES | $ 25,992,112 | $ 7,852,074 | $ 6,747,898 | $ 11,392,140 | 56% |
| CAPITAL OUTLAY | $ 11,063,589 | $ 1,257,613 | $ 477,099 | $ 9,328,877 | 16% |
| GRANTS, AIDS AND OTHER | $ 39,359,474 | $ - | $ 25,366,380 | $ 13,993,094 | 64% |
| **EXPENSE TOTALS** | **$ 95,616,574** | **$ 9,109,687** | **$ 39,087,805** | **$ 47,419,082** | 50% |
| **REVENUE TOTALS** | **$ 95,616,574** | **$ -** | **$ 30,195,000** | **$ 65,421,574** | **32%** |
| **EXPENSE TOTALS** | **$ 95,616,574** | **$ 9,109,687** | **$ 39,087,805** | **$ 47,419,082** | **50%** |
| ** | **$ -** | **$ (9,109,687)** | **$ (8,892,804)** | **$ 18,002,492** | |

**Unaudited

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

| ACCOUNT | | ACCOUNT DESCRIPTION | CURRENT ESTIMATED | CURRENT ACTUAL | CURRENT %REV | YEAR-TO-DATE ESTIMATED | YEAR-TO-DATE ACTUAL | YEAR-TO-DATE %REV | ANNUAL ESTIMATE | UNREALIZED BALANCE |
|---|---|---|---|---|---|---|---|---|---|---|
| 320 | | OTHER PERMITS & FEES | | | | | | | | |
| 324 | | IMPACT FEES | | | | | | | | |
| 03 | * | IMPACT FEES - RETAIL BLDG | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 324 | ** | IMPACT FEES | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 320 | *** | OTHER PERMITS & FEES | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 330 | | INTERGOVERNMENTAL REVENUE | | | | | | | | |
| 331 | | FEDERAL GRANTS | | | | | | | | |
| 331 | ** | FEDERAL GRANTS | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 334 | | STATE GRANT | | | | | | | | |
| 334 | ** | STATE GRANT | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 337 | | GRANTS FROM LOCAL UNITS | | | | | | | | |
| 337 | ** | GRANTS FROM LOCAL UNITS | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 330 | *** | INTERGOVERNMENTAL REVENUE | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 340 | | CHARGES FOR SERVICES | | | | | | | | |
| 343 | | PHYSICAL ENVIRONMENT | | | | | | | | |
| 31 | 00 | WATER SALES | 5,052,604 | 4,953,422.86 | 98 | 25,263,020 | 24,807,906.27 | 98 | 60,631,253 | 35,823,346.73 |
| 33 | 00 | WATER CONNECTION FEE | 47,267 | 55,763.50 | 118 | 236,335 | 232,892.20 | 99 | 567,211 | 334,318.80 |
| 36 | 00 | WATER HYDRANT FEES | 327,416 | 336,287.52 | 103 | 1,637,080 | 1,667,901.05 | 102 | 3,928,996 | 2,261,094.95 |
| 39 | 06 | HYDRANT RESID FLOW TEST | 141 | 1,120.00 | 794 | 705 | 5,740.00 | 814 | 1,696 | 4,044.00- |
| 39 | 07 | BACKFLOW DEVICE TEST | 12,808 | 18,790.01 | 147 | 64,040 | 93,357.64 | 146 | 153,700 | 60,342.36 |
| 39 | 08 | JUMPER METERS | 0 | 360.00 | | 742 | 1,220.00 | 164 | 742 | 478.00- |
| 39 | 09 | PLAN REVIEW/CONST INSPECT | 0 | 4,620.00 | | 12,720 | 22,860.00 | 180 | 12,720 | 10,140.00- |
| 39 | 10 | BACKFLOW PRV/RLCT TEMP | 0 | 95.42 | | 530 | 927.10 | 175 | 530 | 397.10- |
| 39 | * | WATER OTHER INCOME | 12,949 | 24,985.43 | 193 | 78,737 | 124,104.74 | 158 | 169,388 | 45,283.26 |
| 51 | 00 | SEWER SALES | 541,569 | 576,918.05 | 107 | 2,707,845 | 2,879,318.46 | 106 | 6,498,835 | 3,619,516.54 |
| 51 | * | SEWER SALES | 541,569 | 576,918.05 | 107 | 2,707,845 | 2,879,318.46 | 106 | 6,498,835 | 3,619,516.54 |
| 59 | 01 | GREASE TRAP PERMITS | 547 | 783.96 | 143 | 2,735 | 3,811.76 | 139 | 6,572 | 2,760.24 |
| 60 | 00 | REUSE WATER SALES | 34,329 | 33,544.92 | 98 | 171,645 | 165,242.08 | 96 | 411,955 | 246,712.92 |
| 60 | 01 | REUSE WATER INSTALLATION | 618 | 855.56 | 138 | 3,090 | 4,691.08 | 152 | 7,420 | 2,728.92 |
| 60 | * | REUSE WATER SALES | 34,947 | 34,400.48 | 98 | 174,735 | 169,933.16 | 97 | 419,375 | 249,441.84 |
| 343 | ** | PHYSICAL ENVIRONMENT | 6,017,299 | 5,982,561.80 | 99 | 30,100,487 | 29,885,867.64 | 99 | 72,221,630 | 42,335,762.36 |
| 340 | *** | CHARGES FOR SERVICES | 6,017,299 | 5,982,561.80 | | 30,100,487 | 29,885,867.64 | | 72,221,630 | 42,335,762.36 |

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

| ACCOUNT | ACCOUNT DESCRIPTION | CURRENT ESTIMATED | CURRENT ACTUAL | CURRENT %REV | YEAR-TO-DATE ESTIMATED | YEAR-TO-DATE ACTUAL | YEAR-TO-DATE %REV | ANNUAL ESTIMATE | UNREALIZED BALANCE |
|---|---|---|---|---|---|---|---|---|---|
| 360 | MISCELLANEOUS REVENUES | | | | | | | | |
| 361 | INTEREST & OTHER EARNINGS | | | | | | | | |
| 10 00 | INTEREST | 0 | 4,537.36 | | 0 | 14,702.85 | | 0 | 14,702.85- |
| 10 02 | INVESTMENT INTEREST | 20,320 | 39,402.58 | 194 | 101,600 | 199,423.45 | 196 | 243,849 | 44,425.55 |
| 10 * | INTEREST | 20,320 | 43,939.94 | 216 | 101,600 | 214,126.30 | 211 | 243,849 | 29,722.70 |
| 40 * | GAIN/(LOSS) SALE INVEST | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 361 ** | INTEREST & OTHER EARNINGS | 20,320 | 43,939.94 | 216 | 101,600 | 214,126.30 | 211 | 243,849 | 29,722.70 |
| 362 | RENT AND ROYALTIES | | | | | | | | |
| 00 00 | RENT AND ROYALTIES | 0 | .00 | | 1,378 | 1,300.00 | 94 | 1,378 | 78.00 |
| 362 ** | RENT AND ROYALTIES | 0 | .00 | | 1,378 | 1,300.00 | 94 | 1,378 | 78.00 |
| 364 | DISPOSITION FIXED ASSETS | | | | | | | | |
| 10 00 | GAIN/(LOSS)SALE OF F/A | 833 | .00 | | 4,165 | .00 | | 10,000 | 10,000.00 |
| 364 ** | DISPOSITION FIXED ASSETS | 833 | .00 | | 4,165 | .00 | | 10,000 | 10,000.00 |
| 365 | SALE SURPLUS MTRLS &SCRAP | | | | | | | | |
| 00 00 | SALE SURPLUS MTRLS &SCRAP | 265 | 5,305.50 | 2002 | 1,325 | 5,305.50 | 400 | 3,180 | 2,125.50- |
| 365 ** | SALE SURPLUS MTRLS &SCRAP | 265 | 5,305.50 | 2002 | 1,325 | 5,305.50 | 400 | 3,180 | 2,125.50- |
| 369 | OTHER MISC REVENUES | | | | | | | | |
| 90 00 | OTHER MISC REVENUES | 4,308 | 3,897.44 | 91 | 21,540 | 26,510.72 | 123 | 51,705 | 25,194.28 |
| 90 * | OTHER MISC REVENUES | 4,308 | 3,897.44 | 91 | 21,540 | 26,510.72 | 123 | 51,705 | 25,194.28 |
| 96 00 | INSURANCE REFUND/PROCEEDS | 0 | 61,890.00 | | 0 | 61,890.00 | | 0 | 61,890.00- |
| 369 ** | OTHER MISC REVENUES | 4,308 | 65,787.44 | 1527 | 21,540 | 88,400.72 | 410 | 51,705 | 36,695.72- |
| 360 *** | MISCELLANEOUS REVENUES | 25,726 | 115,032.88 | | 130,008 | 309,132.52 | | 310,112 | 979.48 |
| 380 | OTHER SOURCES(NON-REV) | | | | | | | | |
| 381 | INTERFUND TRANSFER | | | | | | | | |
| 91 * | TRANSFER FROM | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 381 ** | INTERFUND TRANSFER | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 383 | INSTLMT PURCH/CAP LEASE | | | | | | | | |
| 383 ** | INSTLMT PURCH/CAP LEASE | 0 | .00 | | 0 | .00 | | 0 | .00 |

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

| ACCOUNT | ACCOUNT DESCRIPTION | ESTIMATED | CURRENT ACTUAL | %REV | YEAR-TO-DATE ESTIMATED | ACTUAL | %REV | ANNUAL ESTIMATE | UNREALIZED BALANCE |
|---|---|---|---|---|---|---|---|---|---|
| 389 | NON OPERATING SOURCES | | | | | | | | |
| 99 50 | FUND BAL-APPROP. RESERVES | 2,020,747 | .00 | | 8,939,587 | .00 | | 23,084,832 | 23,084,832.00 |
| 99 * | BALANCE FORWARD | 2,020,747 | .00 | | 8,939,587 | .00 | | 23,084,832 | 23,084,832.00 |
| 389 ** | NON OPERATING SOURCES | 2,020,747 | .00 | | 8,939,587 | .00 | | 23,084,832 | 23,084,832.00 |
| 380 *** | OTHER SOURCES(NON-REV) | 2,020,747 | .00 | | 8,939,587 | .00 | | 23,084,832 | 23,084,832.00 |
| FUND TOTAL | WATER/SEWER FUND | 8,063,772 | 6,097,594.68 | | 39,170,082 | 30,195,000.16 | | 95,616,574 | 65,421,573.84 |
| GRAND TOTAL | | 8,063,772 | 6,097,594.68 | | 39,170,082 | 30,195,000.16 | | 95,616,574 | 65,421,573.84 |

FUND 421 WATER/SEWER FUND

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 11-00 | EXECUTIVE SALARIES | 13880 | 12777.60 | 92 | 69400 | 63888.00 | 92 | .00 | 166565 | 102677.00 | 38 |
| 11 ** | EXECUTIVE SALARIES | 13880 | 12777.60 | 92 | 69400 | 63888.00 | 92 | .00 | 166565 | 102677.00 | 38 |
| 12-00 | REGULAR SALARIES & WAGES | 940258 | 723827.44 | 77 | 4701290 | 3695605.06 | 79 | .00 | 11283154 | 7587548.94 | 33 |
| 12-10 | SALARY ADJUSTMENTS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 12-12 | ACCRUAL PAYOUTS | 0 | 3209.05 | 0 | 0 | 33235.18 | 0 | .00 | 0 | 33235.18- | 0 |
| 12 ** | REGULAR SALARIES & WAGES | 940258 | 727036.49 | 77 | 4701290 | 3728840.24 | 79 | .00 | 11283154 | 7554313.76 | 33 |
| 13-00 | OTHER SALARIES & WAGES | 47573 | 43657.00 | 92 | 237865 | 214624.84 | 90 | .00 | 570891 | 356266.16 | 38 |
| 13 ** | OTHER SALARIES & WAGES | 47573 | 43657.00 | 92 | 237865 | 214624.84 | 90 | .00 | 570891 | 356266.16 | 38 |
| 14-00 | OVERTIME | 56412 | 52799.54 | 94 | 282060 | 348015.00 | 123 | .00 | 676990 | 328975.00 | 51 |
| 14-01 | COMP TIME | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 14 ** | OVERTIME | 56412 | 52799.54 | 94 | 282060 | 348015.00 | 123 | .00 | 676990 | 328975.00 | 51 |
| 15-00 | SPECIAL PAY | 175 | 175.00 | 100 | 875 | 875.00 | 100 | .00 | 2100 | 1225.00 | 42 |
| 15 ** | SPECIAL PAY | 175 | 175.00 | 100 | 875 | 875.00 | 100 | .00 | 2100 | 1225.00 | 42 |
| 20-00 | CLOTHING/SHOE ALLOWANCE | 1941 | 240.00- | 12- | 9705 | 18780.00 | 194 | .00 | 23300 | 4520.00 | 81 |
| 20 ** | CLOTHING/SHOE ALLOWANCE | 1941 | 240.00- | 12- | 9705 | 18780.00 | 194 | .00 | 23300 | 4520.00 | 81 |
| 21-00 | FICA TAXES | 79902 | 62915.78 | 79 | 399510 | 328314.95 | 82 | .00 | 958865 | 630550.05 | 34 |
| 21 ** | FICA TAXES | 79902 | 62915.78 | 79 | 399510 | 328314.95 | 82 | .00 | 958865 | 630550.05 | 34 |
| 22-00 | RETIREMENT CONTRIBUTIONS | 128105 | 107077.39 | 84 | 640525 | 618359.74 | 97 | .00 | 1537298 | 918938.26 | 40 |
| 22-01 | POLICE/FIRE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 22-03 | NON FRS RETIREMENT CONT | 436 | 393.15 | 90 | 2180 | 1959.87 | 90 | .00 | 5237 | 3277.13 | 37 |
| 22 ** | RETIREMENT CONTRIBUTIONS | 128541 | 107470.54 | 84 | 642705 | 620319.61 | 97 | .00 | 1542535 | 922215.39 | 40 |
| 23-00 | INSURANCES | 4050 | 2895.64 | 72 | 20250 | 12998.46 | 64 | .00 | 48634 | 35635.54 | 27 |
| 23-02 | RETIREES OTHER INSURANCES | 12884 | 7425.40 | 58 | 64420 | 53726.51 | 83 | .00 | 154616 | 100889.49 | 35 |
| 23-03 | CONTRA CIGNA SAVINGS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 23-04 | MEDICAL | 235210 | 194603.22 | 83 | 1176050 | 871953.13 | 74 | .00 | 2822567 | 1950613.87 | 31 |

FUND 421 WATER/SEWER FUND

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 23-05 | HEALTH RETIREES 50% | 1206 | 894.32 | 74 | 6030 | 4471.60 | 74 | .00 | 14478 | 10006.40 | 31 |
| 23-06 | HEALTH RETIREES 100% | 3577 | 2682.96 | 75 | 17885 | 15203.44 | 85 | .00 | 42928 | 27724.56 | 35 |
| 23-07 | DENTAL INSURANCE | 11017 | 8446.75 | 77 | 55085 | 38373.50 | 70 | .00 | 132239 | 93865.50 | 29 |
| 23-08 | VISION INSURANCE | 2060 | 1629.72 | 79 | 10300 | 7390.86 | 72 | .00 | 24749 | 17358.14 | 30 |
| 23-09 | LONG TERM DISABILITY | 3093 | 2984.10 | 97 | 15465 | 13392.51 | 87 | .00 | 37176 | 23783.49 | 36 |
| 23-10 | FSA HEALTH | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 23-11 | FSA CHILDCARE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 23-99 | OPEB HEALTH EXPENSE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 23 ** | INSURANCES | 273097 | 221562.11 | 81 | 1365485 | 1017510.01 | 75 | .00 | 3277387 | 2259876.99 | 31 |
| 24-00 | WORKER'S COMPENSATION | 43414 | 18337.53 | 42 | 217070 | 101821.82 | 47 | .00 | 521012 | 419190.18 | 20 |
| 24 ** | WORKER'S COMPENSATION | 43414 | 18337.53 | 42 | 217070 | 101821.82 | 47 | .00 | 521012 | 419190.18 | 20 |
| 25-00 | UNEMPLOYMENT COMPENSATION | 833 | 4950.00 | 594 | 4165 | 5270.03 | 127 | .00 | 10000 | 4729.97 | 53 |
| 25 ** | UNEMPLOYMENT COMPENSATION | 833 | 4950.00 | 594 | 4165 | 5270.03 | 127 | .00 | 10000 | 4729.97 | 53 |
| 26-00 | OPEB HEALTH EXPENSE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 26 ** | OPEB HEALTH EXPENSE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 27-00 | BENEFIT OFFSET | 14050 | 10800.00 | 77 | 70250 | 48169.00 | 69 | .00 | 168600 | 120431.00 | 29 |
| 27 ** | BENEFIT OFFSET | 14050 | 10800.00 | 77 | 70250 | 48169.00 | 69 | .00 | 168600 | 120431.00 | 29 |
| 31-00 | PROFESSIONAL SERVICES | 34256 | 11177.50 | 33 | 183511 | 43179.36 | 24 | 52795.15 | 423306 | 327331.49 | 23 |
| 31-01 | LEGAL EXPENSES | 35416 | 6241.90 | 18 | 177080 | 35684.51 | 20 | 34970.23 | 425000 | 354345.26 | 17 |
| 31-02 | MEDICAL SERVICES | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 31-03 | ENGINEERING SERVICES | 24309 | 99452.41 | 409 | 1518398 | 372207.33 | 25 | 1076584.63 | 1689938 | 241146.04 | 86 |
| 31-33 | EMPLOYEE HEALTH CENTER | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 31 ** | PROFESSIONAL SERVICES | 93981 | 116871.81 | 124 | 1878989 | 451071.20 | 24 | 1164350.01 | 2538244 | 922822.79 | 64 |
| 32-00 | ACCOUNTING & AUDITING | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 32 ** | ACCOUNTING & AUDITING | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |

FUND 421 WATER/SEWER FUND

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 34-00 | CONTRACT SERVICES | 148213 | 19900.92 | 13 | 875364 | 159385.31 | 18 | 442379.03 | 1913324 | 1311559.66 | 32 |
| 34-09 | MOWING CONTRACTS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 34-10 | COST OF GENERAL FUND SVCS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 34 ** | CONTRACT SERVICES | 148213 | 19900.92 | 13 | 875364 | 159385.31 | 18 | 442379.03 | 1913324 | 1311559.66 | 32 |
| 39-00 | CONTINGENCY | 43035 | .00 | 0 | 215175 | .00 | 0 | .00 | 516433 | 516433.00 | 0 |
| 39-02 | BOND RESERVE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 39-15 | WAGE AND SALARY | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 39 ** | CONTINGENCY | 43035 | .00 | 0 | 215175 | .00 | 0 | .00 | 516433 | 516433.00 | 0 |
| 40-00 | TRAVEL AND PER DIEM | 1450 | 21.30 | 2 | 7250 | 530.77 | 7 | .00 | 17438 | 16907.23 | 3 |
| 40-01 | CAR ALLOWANCE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 40 ** | TRAVEL AND PER DIEM | 1450 | 21.30 | 2 | 7250 | 530.77 | 7 | .00 | 17438 | 16907.23 | 3 |
| 41-00 | COMMUNICATION | 11218 | 10801.95 | 96 | 184377 | 59338.86 | 32 | 91025.87 | 262907 | 112542.27 | 57 |
| 41 ** | COMMUNICATION | 11218 | 10801.95 | 96 | 184377 | 59338.86 | 32 | 91025.87 | 262907 | 112542.27 | 57 |
| 42-00 | FREIGHT & POSTAGE SERVICE | 1017 | 130.30 | 13 | 4587 | 1312.22 | 29 | .00 | 11740 | 10427.78 | 11 |
| 42 ** | FREIGHT & POSTAGE SERVICE | 1017 | 130.30 | 13 | 4587 | 1312.22 | 29 | .00 | 11740 | 10427.78 | 11 |
| 43-00 | ELECTRIC/WATER/SEWER | 3845 | 172499.45 | 4486 | 1869300 | 587722.21 | 31 | 1204358.36 | 1896244 | 104163.43 | 95 |
| 43 ** | ELECTRIC/WATER/SEWER | 3845 | 172499.45 | 4486 | 1869300 | 587722.21 | 31 | 1204358.36 | 1896244 | 104163.43 | 95 |
| 44-00 | RENTAL AND LEASES | 5095 | 9376.60 | 184 | 40916 | 11194.63 | 27 | 33627.62 | 76601 | 31778.75 | 59 |
| 44-21 | DUKE ENERGY-GENERATOR | 0 | 36140.00 | 0 | 433680 | 180700.00 | 42 | 252980.00 | 433680 | .00 | 100 |
| 44 ** | RENTAL AND LEASES | 5095 | 45516.60 | 893 | 474596 | 191894.63 | 40 | 286607.62 | 510281 | 31778.75 | 94 |
| 45-00 | INSURANCE | 0 | .00 | 0 | 357389 | 357389.17 | 100 | .00 | 705688 | 348298.83 | 51 |
| 45 ** | INSURANCE | 0 | .00 | 0 | 357389 | 357389.17 | 100 | .00 | 705688 | 348298.83 | 51 |
| 46-00 | REPAIRS & MAINTENANCE | 497390 | 560539.60 | 113 | 3319456 | 2294073.98 | 69 | 1021049.34 | 6801200 | 3486076.68 | 49 |
| 46-02 | REPAIR/MAINT BUILDING | 12960 | 4707.28 | 36 | 92508 | 50054.29 | 54 | 1270.00 | 183244 | 131919.71 | 28 |
| 46-03 | REPAIR/MAINT-VEHICLES | 25203 | 20168.19 | 80 | 118846 | 52564.06 | 44 | 11339.80- | 295302 | 254077.74 | 14 |

FUND 421 WATER/SEWER FUND

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 46-15 | INSURED VEHICLE ACCIDENT | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 46 ** | REPAIRS & MAINTENANCE | 535553 | 585415.07 | 109 | 3530810 | 2396692.33 | 68 | 1010979.54 | 7279746 | 3872074.13 | 47 |
| 47-00 | PRINTING & BINDING | 615 | .00 | 0 | 3075 | 3796.00 | 123 | 10800.00 | 7420 | 7176.00- | 197 |
| 47 ** | PRINTING & BINDING | 615 | .00 | 0 | 3075 | 3796.00 | 123 | 10800.00 | 7420 | 7176.00- | 197 |
| 48-00 | PROMOTIONAL ACTIVITIES | 1666 | .00 | 0 | 8330 | 3363.86 | 40 | .00 | 20000 | 16636.14 | 17 |
| 48 ** | PROMOTIONAL ACTIVITIES | 1666 | .00 | 0 | 8330 | 3363.86 | 40 | .00 | 20000 | 16636.14 | 17 |
| 49-00 | OTHER CHARGES & OBLIG. | 1998 | 81426.24 | 4075 | 42403 | 133279.43 | 314 | 1439.10 | 56418 | 78300.53- | 239 |
| 49-02 | ADVERTISING | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 49-07 | BAD DEBT EXPENSE | 0 | 6129.39- | 0 | 0 | 26341.29- | 0 | .00 | 0 | 26341.29 | 0 |
| 49-08 | CASH OVER & UNDER | 0 | 16.81- | 0 | 0 | 23.89- | 0 | .00 | 0 | 23.89 | 0 |
| 49-09 | DOCUMENT RECORDING CHGS | 261 | 74.00 | 28 | 1294 | 2653.50- | 205- | 1313.50 | 3120 | 4460.00 | 43- |
| 49-15 | OBSOLETE INVENTORY | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 49-17 | DAMAGED INVENTORY | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 49-31 | OVERHEAD ALLOCATION | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 49 ** | OTHER CHARGES & OBLIG. | 2259 | 75354.04 | 3336 | 43697 | 104260.75 | 239 | 2752.60 | 59538 | 47475.35- | 180 |
| 51-00 | OFFICE SUPPLIES | 1923 | 389.50 | 20 | 9615 | 3300.09 | 34 | .00 | 23114 | 19813.91 | 14 |
| 51 ** | OFFICE SUPPLIES | 1923 | 389.50 | 20 | 9615 | 3300.09 | 34 | .00 | 23114 | 19813.91 | 14 |
| 52-00 | OPERATING SUPPLIES | 44105 | 64751.66 | 147 | 495192 | 284280.53 | 57 | 198850.81 | 795563 | 312431.66 | 61 |
| 52-07 | JANITORIAL SUPPLIES | 769 | 984.82 | 128 | 3845 | 3837.68 | 100 | .00 | 9240 | 5402.32 | 42 |
| 52-09 | CHEMICALS | 17199 | 357707.54 | 2080 | 4999466 | 1764340.15 | 35 | 3296884.05 | 5119868 | 58643.80 | 99 |
| 52-30 | FUEL OIL & LUBRICANTS | 59103 | 33503.01 | 57 | 295515 | 138039.17 | 47 | 17077.36 | 709275 | 554158.47 | 22 |
| 52-33 | EMPLOYEE HEALTH CENTER | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 52 ** | OPERATING SUPPLIES | 121176 | 456947.03 | 377 | 5794018 | 2190497.53 | 38 | 3512812.22 | 6633946 | 930636.25 | 86 |
| 53-00 | ROAD MATERIALS/SUPPLIES | 1387 | 7583.40 | 547 | 35270 | 27423.01 | 78 | 2576.99 | 45000 | 15000.00 | 67 |
| 53 ** | ROAD MATERIALS/SUPPLIES | 1387 | 7583.40 | 547 | 35270 | 27423.01 | 78 | 2576.99 | 45000 | 15000.00 | 67 |

FUND 421 WATER/SEWER FUND

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 54-00 | MEMBERSHIP/PUBLICATIONS | 352 | .00 | 0 | 34580 | 33909.00 | 98 | .00 | 41754 | 7845.00 | 81 |
| 54 ** | MEMBERSHIP/PUBLICATIONS | 352 | .00 | 0 | 34580 | 33909.00 | 98 | .00 | 41754 | 7845.00 | 81 |
| 55-00 | TRAINING | 4552 | 2258.00 | 50 | 35648 | 10179.75 | 29 | 3329.76 | 68122 | 54612.49 | 20 |
| 55-01 | EDA PROGRAM | 416 | .00 | 0 | 2080 | 1382.96 | 67 | .00 | 5000 | 3617.04 | 28 |
| 55 ** | TRAINING | 4968 | 2258.00 | 46 | 37728 | 11562.71 | 31 | 3329.76 | 73122 | 58229.53 | 20 |
| 56-00 | TECHNOLOGY SYSTEMS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 56-15 | IT-RELATED OPERATING EXP | 290014 | 14248.75 | 5 | 1406053 | 164448.11 | 12 | 120102.11 | 3436173 | 3151622.78 | 8 |
| 56 ** | TECHNOLOGY SYSTEMS | 290014 | 14248.75 | 5 | 1406053 | 164448.11 | 12 | 120102.11 | 3436173 | 3151622.78 | 8 |
| 59-00 | DEPRECIATION EXPENSE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 59 ** | DEPRECIATION EXPENSE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 61-00 | LAND | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 61 ** | LAND | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 62-00 | BUILDINGS | 2624 | .00 | 0 | 20120 | .00 | 0 | .00 | 38490 | 38490.00 | 0 |
| 62 ** | BUILDINGS | 2624 | .00 | 0 | 20120 | .00 | 0 | .00 | 38490 | 38490.00 | 0 |
| 63-00 | INFRASTRUCTURE | 792207 | 2277.00 | 0 | 2967590 | 23382.93 | 1 | 755544.40 | 8513046 | 7734118.67 | 9 |
| 63-06 | FDEM H0477 LS#1 | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 63-07 | IMPROVE OTHER THAN BLDG | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 63 ** | INFRASTRUCTURE | 792207 | 2277.00 | 0 | 2967590 | 23382.93 | 1 | 755544.40 | 8513046 | 7734118.67 | 9 |
| 64-00 | MACHINERY & EQUIPMENT | 141284 | 95008.00 | 67 | 1019439 | 328510.00 | 32 | 348443.75 | 2008449 | 1331495.25 | 34 |
| 64-15 | IT HARDWARE | 44683 | .00 | 0 | 213322 | 125205.80 | 59 | 153625.20 | 503604 | 224773.00 | 55 |
| 64 ** | MACHINERY & EQUIPMENT | 185967 | 95008.00 | 51 | 1232761 | 453715.80 | 37 | 502068.95 | 2512053 | 1556268.25 | 38 |
| 65-00 | CONSTRUCTION IN PROGRESS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 65 ** | CONSTRUCTION IN PROGRESS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 68-10 | SFTWR & OTHER INTANGIBLES | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 68 ** | INTANGIBLE ASSETS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |

FUND 421 WATER/SEWER FUND

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 69-99 | CONTRA FIXED ASSETS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 69 ** | PROPRIETARY FUNDS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 71-20 | SERIES 2020 | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 71-32 | LEASED ASSET-GENERATOR | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 71 ** | DEBT SERVICE - PRINCIPAL | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 72-32 | LEASED ASSET-GENERATOR | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 72 ** | DEBT SERVICE - INTEREST | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 73-00 | OTHER DEBT SERVICE COST | 750 | .00 | 0 | 3100 | 2350.00 | 76 | .00 | 3100 | 750.00 | 76 |
| 73 ** | OTHER DEBT SERVICE COST | 750 | .00 | 0 | 3100 | 2350.00 | 76 | .00 | 3100 | 750.00 | 76 |
| 82-00 | AID TO PRIVATE ORGANIZAT | 100 | .00 | 0 | 500 | .00 | 0 | .00 | 1200 | 1200.00 | 0 |
| 82-01 | ECON DEV INCENTIVE CONTR | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 82 ** | AID TO PRIVATE ORGANIZAT | 100 | .00 | 0 | 500 | .00 | 0 | .00 | 1200 | 1200.00 | 0 |
| 91-01 | TO GENERAL FUND (001) | 0 | 587997.58 | 0 | 0 | 2939987.90 | 0 | .00 | 0 | 2939987.90- | 0 |
| 91-02 | TO GEN FUND ROI (001) | 587997 | .00 | 0 | 2939985 | .00 | 0 | .00 | 7055971 | 7055971.00 | 0 |
| 91-23 | TO STORMWATER (423) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-24 | RENEWAL & REPLACE 424 | 4750 | .00 | 0 | 15580750 | 15576000.00 | 100 | .00 | 15853965 | 277965.00 | 98 |
| 91-25 | TO RESTRCTD ASSET (425) | 643 | 593730.68 | 2338 | 7130201 | 2968653.40 | 42 | .00 | 7134706 | 4166052.60 | 42 |
| 91-26 | TO W/S 2018B (426) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-27 | TO TCR/SJR PROJ (427) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-30 | TO GF CAP PROJ (301) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-42 | IMPACT FEES FUND (422) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-52 | TO W/C INS FUND (520) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-53 | TO HEALTH INS FUND (530) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91 ** | INTERFUND TRANSFER | 593390 | 1181728.26 | 199 | 25650936 | 21484641.30 | 84 | .00 | 30044642 | 8560000.70 | 72 |
| 94-01 | TXFR TO GF OH ALLOC (001) | 0 | 632527.58 | 0 | 7590331 | 3162637.90 | 42 | .00 | 7590331 | 4427693.10 | 42 |

FUND 421 WATER/SEWER FUND

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 94 ** | INTERFUND TRANSFER | 0 | 632527.58 | 0 | 7590331 | 3162637.90 | 42 | .00 | 7590331 | 4427693.10 | 42 |
| 95-01 | TXFR TO GF 6% PLOFF (001) | 0 | 143350.08 | 0 | 1720201 | 716750.40 | 42 | .00 | 1720201 | 1003450.60 | 42 |
| 95 ** | NONOPERATING | 0 | 143350.08 | 0 | 1720201 | 716750.40 | 42 | .00 | 1720201 | 1003450.60 | 42 |
| FUND 421 | TOTAL ********* | | | | | | | | | | |
| | WATER/SEWER FUND | 4442881 | 4825070.63 | 109 | 63956122 | 39087804.59 | 61 | 9109687.46 | 95616574 | 47419081.95 | 50 |
| GRAND | TOTAL ********* | | | | | | | | | | |
| | | 4442881 | 4825070.63 | 109 | 63956122 | 39087804.59 | 61 | 9109687.46 | 95616574 | 47419081.95 | 50 |

## FY 2023 Budget by Classification Report - Summary Listing

2/28/2023

Target for January 2023 is 42%

### FUND 423 - STORMWATER FUND

| | Amended Budget | YTD Encumbrances | YTD Actual Transactions | Budget - YTD Transactions | % Used/Rec'd |
|---|---|---|---|---|---|
| **REVENUE** | | | | | |
| *STORMWATER ASSESSMENT | $ 2,187,717 | $ - | $ 1,788,812 | $ 398,905 | 82% |
| CHARGES FOR SERVICES | $ - | $ - | $ (246) | $ 246 | 100% |
| INTERGOVERNMENTAL/GRANT | $ - | $ - | $ - | $ - | 0% |
| MISCELLANEOUS | $ 5,137 | $ - | $ 38,429 | $ (33,292) | 100% |
| OTHER SOURCES (NON-REVENUE) | $ 472,447 | $ - | $ - | $ 472,447 | 0% |
| **REVENUE TOTALS** | **$ 2,665,301** | **$ -** | **$ 1,826,996** | **$ 838,305** | **69%** |
| **EXPENSE** | | | | | |
| SALARIES AND BENEFITS | $ 673,366 | $ - | $ 213,490 | $ 459,876 | 32% |
| OPERATING EXPENDITURES | $ 920,855 | $ 44,034 | $ 155,338 | $ 721,483 | 22% |
| CAPITAL OUTLAY | $ 773,458 | $ 354,916 | $ 68,609 | $ 349,933 | 55% |
| OTHER SOURCES (NON-REVENUE) | $ 297,622 | $ - | $ 124,009 | $ 173,613 | 42% |
| **EXPENSE TOTALS** | **$ 2,665,301** | **$ 398,949** | **$ 561,447** | **$ 1,704,905** | **36%** |
| **REVENUE TOTALS** | **$ 2,665,301** | **$ -** | **$ 1,826,996** | **$ 838,305** | **69%** |
| **EXPENSE TOTALS** | **$ 2,665,301** | **$ 398,949** | **$ 561,447** | **$ 1,704,905** | **36%** |
| | **$ -** | **$ (398,949)** | **$ 1,265,549** | **$ (866,599)** | |

*Stormwater Assessment Revenues come in November-March

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

| ACCOUNT | ACCOUNT DESCRIPTION | CURRENT ESTIMATED | CURRENT ACTUAL | CURRENT %REV | YEAR-TO-DATE ESTIMATED | YEAR-TO-DATE ACTUAL | YEAR-TO-DATE %REV | ANNUAL ESTIMATE | UNREALIZED BALANCE |
|---|---|---|---|---|---|---|---|---|---|
| 320 | OTHER PERMITS & FEES | | | | | | | | |
| 325 | SPECIAL ASSESSMENT | | | | | | | | |
| 23 01 | STRMWTR SPEC ASSMNT | 51,086 | 88,626.81 | 174 | 1,724,878 | 1,788,487.16 | 104 | 2,082,485 | 293,997.84 |
| 23 02 | DELINQUENT TAX | 0 | .00 | | 0 | 289.57 | | 0 | 289.57- |
| 23 03 | PENALTIES | 0 | .00 | | 0 | 35.49 | | 0 | 35.49- |
| 23 04 | TAX CERTIFICATES | 11,692 | .00 | | 23,384 | .00 | | 105,232 | 105,232.00 |
| 23 * | STORMWATER | 62,778 | 88,626.81 | 141 | 1,748,262 | 1,788,812.22 | 102 | 2,187,717 | 398,904.78 |
| 325 ** | SPECIAL ASSESSMENT | 62,778 | 88,626.81 | 141 | 1,748,262 | 1,788,812.22 | 102 | 2,187,717 | 398,904.78 |
| 320 *** | OTHER PERMITS & FEES | 62,778 | 88,626.81 | | 1,748,262 | 1,788,812.22 | | 2,187,717 | 398,904.78 |
| 330 | INTERGOVERNMENTAL REVENUE | | | | | | | | |
| 331 | FEDERAL GRANTS | | | | | | | | |
| 331 ** | FEDERAL GRANTS | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 338 | SHARED REVENUE LOCAL UNIT | | | | | | | | |
| 10 * | SHARED REV - BREVARD CTY | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 338 ** | SHARED REVENUE LOCAL UNIT | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 330 *** | INTERGOVERNMENTAL REVENUE | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 340 | CHARGES FOR SERVICES | | | | | | | | |
| 343 | PHYSICAL ENVIRONMENT | | | | | | | | |
| 91 00 | STORMWATER FEES | 0 | 37.20- | | 0 | 245.73- | | 0 | 245.73 |
| 91 * | STORMWATER FEES | 0 | 37.20- | | 0 | 245.73- | | 0 | 245.73 |
| 343 ** | PHYSICAL ENVIRONMENT | 0 | 37.20- | | 0 | 245.73- | | 0 | 245.73 |
| 340 *** | CHARGES FOR SERVICES | 0 | 37.20- | | 0 | 245.73- | | 0 | 245.73 |
| 360 | MISCELLANEOUS REVENUES | | | | | | | | |
| 361 | INTEREST & OTHER EARNINGS | | | | | | | | |
| 10 00 | INTEREST | 0 | 3,243.98 | 4,737 | 15,601.79 | 329 | 4,737 | 10,864.79- | |
| 10 10 | SBA | 0 | 15.17 | 0 | 70.40 | | 0 | 70.40- | |
| 10 * | INTEREST | 0 | 3,259.15 | 4,737 | 15,672.19 | 331 | 4,737 | 10,935.19- | |
| 40 * | GAIN/(LOSS) SALE INVEST | 0 | .00 | 0 | .00 | | 0 | .00 | |
| 361 ** | INTEREST & OTHER EARNINGS | 0 | 3,259.15 | 4,737 | 15,672.19 | 331 | 4,737 | 10,935.19- | |

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

| ACCOUNT | ACCOUNT DESCRIPTION | CURRENT ESTIMATED | CURRENT ACTUAL | CURRENT %REV | YEAR-TO-DATE ESTIMATED | YEAR-TO-DATE ACTUAL | YEAR-TO-DATE %REV | ANNUAL ESTIMATE | UNREALIZED BALANCE |
|---|---|---|---|---|---|---|---|---|---|
| 364 | DISPOSITION FIXED ASSETS | | | | | | | | |
| 00 00 | DISPOSITION FIXED ASSETS | 0 | .00 | | 0 | 20,387.50 | | 0 | 20,387.50- |
| 364 ** | DISPOSITION FIXED ASSETS | 0 | .00 | | 0 | 20,387.50 | | 0 | 20,387.50- |
| 369 | OTHER MISC REVENUES | | | | | | | | |
| 90 00 | OTHER MISC REVENUES | 33 | 2,369.51 | 7180 | 165 | 2,369.51 | 1436 | 400 | 1,969.51- |
| 369 ** | OTHER MISC REVENUES | 33 | 2,369.51 | 7180 | 165 | 2,369.51 | 1436 | 400 | 1,969.51- |
| 360 *** | MISCELLANEOUS REVENUES | 33 | 5,628.66 | | 4,902 | 38,429.20 | | 5,137 | 33,292.20- |
| 380 | OTHER SOURCES(NON-REV) | | | | | | | | |
| 381 | INTERFUND TRANSFER | | | | | | | | |
| 91 * | TRANSFER FROM | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 381 ** | INTERFUND TRANSFER | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 389 | NON OPERATING SOURCES | | | | | | | | |
| 99 50 | FUND BAL-APPROP. RESERVES | 42,949 | .00 | | 171,796 | .00 | | 472,447 | 472,447.00 |
| 99 * | BALANCE FORWARD | 42,949 | .00 | | 171,796 | .00 | | 472,447 | 472,447.00 |
| 389 ** | NON OPERATING SOURCES | 42,949 | .00 | | 171,796 | .00 | | 472,447 | 472,447.00 |
| 380 *** | OTHER SOURCES(NON-REV) | 42,949 | .00 | | 171,796 | .00 | | 472,447 | 472,447.00 |
| FUND TOTAL | STORMWATER UTILITY | 105,760 | 94,218.27 | | 1,924,960 | 1,826,995.69 | | 2,665,301 | 838,305.31 |
| GRAND TOTAL | | 105,760 | 94,218.27 | | 1,924,960 | 1,826,995.69 | | 2,665,301 | 838,305.31 |

FUND 423 STORMWATER UTILITY

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 12-00 | REGULAR SALARIES & WAGES | 34152 | 28653.86 | 84 | 170760 | 139934.29 | 82 | .00 | 409835 | 269900.71 | 34 |
| 12-10 | SALARY ADJUSTMENTS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 12-12 | ACCRUAL PAYOUTS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 12 ** | REGULAR SALARIES & WAGES | 34152 | 28653.86 | 84 | 170760 | 139934.29 | 82 | .00 | 409835 | 269900.71 | 34 |
| 13-00 | OTHER SALARIES & WAGES | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 13 ** | OTHER SALARIES & WAGES | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 14-00 | OVERTIME | 573 | 846.88 | 148 | 2865 | 2977.44 | 104 | .00 | 6887 | 3909.56 | 43 |
| 14-01 | COMP TIME | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 14 ** | OVERTIME | 573 | 846.88 | 148 | 2865 | 2977.44 | 104 | .00 | 6887 | 3909.56 | 43 |
| 15-00 | SPECIAL PAY | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 15 ** | SPECIAL PAY | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 20-00 | CLOTHING/SHOE ALLOWANCE | 70 | .00 | 0 | 350 | 480.00 | 137 | .00 | 840 | 360.00 | 57 |
| 20 ** | CLOTHING/SHOE ALLOWANCE | 70 | .00 | 0 | 350 | 480.00 | 137 | .00 | 840 | 360.00 | 57 |
| 21-00 | FICA TAXES | 2630 | 2225.91 | 85 | 13150 | 10838.22 | 82 | .00 | 31561 | 20722.78 | 34 |
| 21 ** | FICA TAXES | 2630 | 2225.91 | 85 | 13150 | 10838.22 | 82 | .00 | 31561 | 20722.78 | 34 |
| 22-00 | RETIREMENT CONTRIBUTIONS | 3792 | 3504.59 | 92 | 18960 | 17003.15 | 90 | .00 | 45510 | 28506.85 | 37 |
| 22-01 | GASB68 PENS EXP | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 22 ** | RETIREMENT CONTRIBUTIONS | 3792 | 3504.59 | 92 | 18960 | 17003.15 | 90 | .00 | 45510 | 28506.85 | 37 |
| 23-00 | INSURANCES | 119 | 108.14 | 91 | 595 | 477.11 | 80 | .00 | 1437 | 959.89 | 33 |
| 23-03 | CONTRA CIGNA SAVINGS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 23-04 | MEDICAL | 9216 | 6320.84 | 69 | 46080 | 27953.16 | 61 | .00 | 110599 | 82645.84 | 25 |
| 23-07 | DENTAL INSURANCE | 353 | 244.86 | 69 | 1765 | 1081.28 | 61 | .00 | 4241 | 3159.72 | 26 |
| 23-08 | VISION INSURANCE | 70 | 48.30 | 69 | 350 | 213.81 | 61 | .00 | 840 | 626.19 | 26 |
| 23-09 | LONG TERM DISABILITY | 121 | 109.36 | 90 | 605 | 482.55 | 80 | .00 | 1462 | 979.45 | 33 |
| 23-10 | FSA HEALTH | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |

FUND 423 STORMWATER UTILITY

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 23-11 | FSA CHILDCARE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 23-99 | OPEB HEALTH EXPENSE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 23 ** | INSURANCES | 9879 | 6831.50 | 69 | 49395 | 30207.91 | 61 | .00 | 118579 | 88371.09 | 26 |
| 24-00 | WORKER'S COMPENSATION | 4412 | 2051.40 | 47 | 22060 | 10249.24 | 47 | .00 | 52954 | 42704.76 | 19 |
| 24 ** | WORKER'S COMPENSATION | 4412 | 2051.40 | 47 | 22060 | 10249.24 | 47 | .00 | 52954 | 42704.76 | 19 |
| 26-00 | OPEB HEALTH EXPENSE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 26 ** | OPEB HEALTH EXPENSE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 27-00 | BENEFIT OFFSET | 600 | 400.00 | 67 | 3000 | 1800.00 | 60 | .00 | 7200 | 5400.00 | 25 |
| 27 ** | BENEFIT OFFSET | 600 | 400.00 | 67 | 3000 | 1800.00 | 60 | .00 | 7200 | 5400.00 | 25 |
| 31-00 | PROFESSIONAL SERVICES | 20326 | 9096.00 | 45 | 99154 | 16708.00 | 17 | 21162.43 | 241437 | 203566.57 | 16 |
| 31-01 | LEGAL EXPENSES | 41 | .00 | 0 | 205 | .00 | 0 | .00 | 500 | 500.00 | 0 |
| 31-33 | EMPLOYEE HEALTH CENTER | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 31 ** | PROFESSIONAL SERVICES | 20367 | 9096.00 | 45 | 99359 | 16708.00 | 17 | 21162.43 | 241937 | 204066.57 | 16 |
| 34-00 | CONTRACT SERVICES | 3052 | 2985.14 | 98 | 63606 | 45561.69 | 72 | 11940.57 | 84971 | 27468.74 | 68 |
| 34-10 | COST OF GENERAL FUND SVCS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 34 ** | CONTRACT SERVICES | 3052 | 2985.14 | 98 | 63606 | 45561.69 | 72 | 11940.57 | 84971 | 27468.74 | 68 |
| 39-00 | CONTINGENCY | 25670 | .00 | 0 | 128350 | .00 | 0 | .00 | 308049 | 308049.00 | 0 |
| 39 ** | CONTINGENCY | 25670 | .00 | 0 | 128350 | .00 | 0 | .00 | 308049 | 308049.00 | 0 |
| 40-00 | TRAVEL & PER DIEM | 237 | .00 | 0 | 1185 | .00 | 0 | .00 | 2850 | 2850.00 | 0 |
| 40 ** | TRAVEL & PER DIEM | 237 | .00 | 0 | 1185 | .00 | 0 | .00 | 2850 | 2850.00 | 0 |
| 41-00 | COMMUNICATION | 0 | 45.30 | 0 | 2076 | 271.83 | 13 | 1804.15 | 2076 | .02 | 100 |
| 41 ** | COMMUNICATION | 0 | 45.30 | 0 | 2076 | 271.83 | 13 | 1804.15 | 2076 | .02 | 100 |
| 42-00 | POSTAGE & FREIGHT | 41 | .00 | 0 | 205 | 7.85 | 4 | .00 | 500 | 492.15 | 2 |
| 42 ** | POSTAGE & FREIGHT | 41 | .00 | 0 | 205 | 7.85 | 4 | .00 | 500 | 492.15 | 2 |
| 43-00 | ELECTRIC/WATER/SEWER | 204 | 352.27 | 173 | 13572 | 1522.00 | 11 | 1847.15 | 15000 | 11630.85 | 23 |

FUND 423 STORMWATER UTILITY

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 43 ** | ELECTRIC/WATER/SEWER | 204 | 352.27 | 173 | 13572 | 1522.00 | 11 | 1847.15 | 15000 | 11630.85 | 23 |
| 44-00 | RENTALS AND LEASES | 208 | .00 | 0 | 1040 | .00 | 0 | .00 | 2500 | 2500.00 | 0 |
| 44 ** | RENTALS AND LEASES | 208 | .00 | 0 | 1040 | .00 | 0 | .00 | 2500 | 2500.00 | 0 |
| 45-00 | INSURANCE | 0 | .00 | 0 | 7284 | 7283.46 | 100 | .00 | 14568 | 7284.54 | 50 |
| 45 ** | INSURANCE | 0 | .00 | 0 | 7284 | 7283.46 | 100 | .00 | 14568 | 7284.54 | 50 |
| 46-00 | REPAIRS & MAINTENANCE | 3172 | 3170.71 | 100 | 59210 | 44308.27 | 75 | 8912.90 | 81414 | 28192.83 | 65 |
| 46-02 | REPAIR/MAINT BUILDING | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 46-03 | REPAIR/MAINT-VEHICLES | 8976 | 5057.82 | 56 | 44747 | 5875.32 | 13 | 3823.55- | 107592 | 105540.23 | 2 |
| 46-15 | INSURED VEHICLE ACCIDENT | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 46 ** | REPAIRS & MAINTENANCE | 12148 | 8228.53 | 68 | 103957 | 50183.59 | 48 | 5089.35 | 189006 | 133733.06 | 29 |
| 47-00 | PRINTING & BINDING | 41 | .00 | 0 | 205 | 219.44 | 107 | .00 | 500 | 280.56 | 44 |
| 47 ** | PRINTING & BINDING | 41 | .00 | 0 | 205 | 219.44 | 107 | .00 | 500 | 280.56 | 44 |
| 49-00 | OTHER CHARGES & OBLIG. | 22 | 2990.87 | 3595 | 110 | 3089.62 | 2809 | 70.20 | 267 | 2892.82- | 1184 |
| 49-07 | BAD DEBT EXPENSE | 0 | 206.78- | 0 | 0 | 846.03- | 0 | .00 | 0 | 846.03 | 0 |
| 49-15 | OBSOLETE INVENTORY | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 49-31 | OVERHEAD ALLOCATION | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 49 ** | OTHER CHARGES & OBLIG. | 22 | 2784.09 | 2655 | 110 | 2243.59 | 2040 | 70.20 | 267 | 2046.79- | 867 |
| 51-00 | OFFICE SUPPLIES | 41 | .00 | 0 | 205 | 89.46 | 44 | .00 | 500 | 410.54 | 18 |
| 51 ** | OFFICE SUPPLIES | 41 | .00 | 0 | 205 | 89.46 | 44 | .00 | 500 | 410.54 | 18 |
| 52-00 | OPERATING SUPPLIES | 933 | 86.68 | 9 | 4665 | 1358.04 | 29 | 1994.93 | 11203 | 7850.03 | 30 |
| 52-07 | JANITORIAL SUPPLIES | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 52-30 | FUEL OIL & LUBRICANTS | 3426 | 2254.33 | 66 | 17130 | 26693.96 | 156 | .00 | 41118 | 14424.04 | 65 |
| 52-33 | EMPLOYEE HEALTH CENTER | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 52 ** | OPERATING SUPPLIES | 4359 | 2341.01 | 54 | 21795 | 28052.00 | 129 | 1994.93 | 52321 | 22274.07 | 57 |
| 53-00 | ROAD MATERIALS/SUPPLIES | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |

FUND 423 STORMWATER UTILITY

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 53 ** | ROAD MATERIALS/SUPPLIES | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 54-00 | MEMBERSHIP/PUBLICATIONS | 0 | .00 | 0 | 650 | 650.00 | 100 | .00 | 750 | 100.00 | 87 |
| 54 ** | MEMBERSHIP/PUBLICATIONS | 0 | .00 | 0 | 650 | 650.00 | 100 | .00 | 750 | 100.00 | 87 |
| 55-00 | TRAINING | 400 | 100.00 | 25 | 1882 | 1395.52 | 74 | 125.00 | 4800 | 3279.48 | 32 |
| 55 ** | TRAINING | 400 | 100.00 | 25 | 1882 | 1395.52 | 74 | 125.00 | 4800 | 3279.48 | 32 |
| 56-15 | IT-RELATED OPERATING EXP | 21 | .00 | 0 | 105 | 1150.00 | 1095 | .00 | 260 | 890.00- | 442 |
| 56 ** | TECHNOLOGY SYSTEMS | 21 | .00 | 0 | 105 | 1150.00 | 1095 | .00 | 260 | 890.00- | 442 |
| 59-00 | DEPRECIATION | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 59 ** | DEPRECIATION | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 61-00 | LAND | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 61 ** | LAND | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 63-00 | INFRASTRUCTURE | 1694 | 2342.77 | 138 | 333272 | 56871.17 | 17 | 288242.08 | 674981 | 329867.75 | 51 |
| 63-07 | IMPROVE OTHER THAN BLDG | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 63 ** | INFRASTRUCTURE | 1694 | 2342.77 | 138 | 333272 | 56871.17 | 17 | 288242.08 | 674981 | 329867.75 | 51 |
| 64-00 | MACHINERY & EQUIPMENT | 2229 | .00 | 0 | 82869 | 11738.00 | 14 | 66673.42 | 98477 | 20065.58 | 80 |
| 64-15 | IT HARDWARE | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 64 ** | MACHINERY & EQUIPMENT | 2229 | .00 | 0 | 82869 | 11738.00 | 14 | 66673.42 | 98477 | 20065.58 | 80 |
| 65-00 | CONSTRUCTION IN PROGRESS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 65 ** | CONSTRUCTION IN PROGRESS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 69-99 | CONTRA FIXED ASSETS | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 69 ** | PROPRIETARY FUND | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 72-00 | DEBT SERVICE - INTEREST | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 72 ** | DEBT SERVICE - INTEREST | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-01 | TO GENERAL FUND (001) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91-21 | TO WATER SEWER (421) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |

FUND 423 STORMWATER UTILITY

| ELE OBJ | ACCOUNT DESCRIPTION | ******MONTH-TO-DATE******* BUDGET | ACTUAL | %EXP | **********YEAR-TO-DATE******* BUDGET | ACTUAL | %EXP | ENCUMBR. | ANNUAL BUDGET | UNENCUMB. BALANCE | % BDGT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 91-30 | TO GF CAP PROJ (301) | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 91 ** | INTERFUND TRANSFER | 0 | .00 | 0 | 0 | .00 | 0 | .00 | 0 | .00 | 0 |
| 94-01 | TXFR TO GF OH ALLOC (001) | 0 | 24801.83 | 0 | 297622 | 124009.15 | 42 | .00 | 297622 | 173612.85 | 42 |
| 94 ** | INTERFUND TRANSFER | 0 | 24801.83 | 0 | 297622 | 124009.15 | 42 | .00 | 297622 | 173612.85 | 42 |
| FUND 423 | TOTAL ********* | | | | | | | | | | |
| | STORMWATER UTILITY | 126842 | 97591.08 | 77 | 1439889 | 561447.00 | 39 | 398949.28 | 2665301 | 1704904.72 | 36 |
| GRAND | TOTAL ********* | | | | | | | | | | |
| | | 126842 | 97591.08 | 77 | 1439889 | 561447.00 | 39 | 398949.28 | 2665301 | 1704904.72 | 36 |