City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Wednesday, March 25, 2020

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 20-176 Approve the Agenda for the Regular meeting of March 25, 2020, as presented or with amendments.

Attachments: 03-25-2020 Short Agenda ADA.pdf

MINUTES:

II.2(a) 20-161 Approve the Minutes of the Regular City Council meeting of January 22, 2020, as written or with amendments.

Attachments: 01-22-2020 Draft ADA.pdf
Exhibit A - Annual Investment Report for FY19.pdf
Exhibit B - Rezoning Presentation.pdf
Exhibit C - The Lakes of Canaveral Groves.pdf

II.2(b) 20-177 Approve the Minutes for the Regular meeting of February 26, 2020, as written or with amendments.

Attachments: 02-26-2020 MINUTES.pdf
EXHIBITI A: HCVMS PRESENTATION.pdf

III. AWARDS AND PRESENTATIONS:

IV. DELEGATIONS:

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

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

V. REPORTS:

VI. CONSENT AGENDA:

VI.1 20-137 Approve Change Order #1 to FY2020 P.O. 75891 with Xylem Water Solutions USA, Inc., Apopka, Florida, for Prepaid Shipping Charges That Were Not Included on the Original Quote/P.O.; To Authorize the City Manager to Execute the Change Order. (Utilities Director)

Attachments: Original PO 75891.pdf
Original Quote 2019-WED-0213.pdf
2020-WED-0246-Dyal Cocoa, FL.PDF

VI.2 20-151 Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Three (3) DISCFLO Pumps From Gerber Pumps International, Inc., Longwood, Florida, for the Dyal Water Treatment Plant; To Approve a Resolution Amending the FY2020 Budget, BAF# 20-050-T. (Utilities Director)

Attachments: Resolution - Sole Source -Gerber Pumps.doc
Budget Resolution FY 2020 (ADA).docx
BAF 20-050-T-UT-DISCFLO Pumps (3-25-20) Agenda 20-151.pdf
1 - Discflo Ground Water Sludge Data Sheet 27Feb2020 mrg 10 pg.pdf
DISCFLO-GPi Proprietary 2018-2020.pdf

VI.3 20-153 Approve Participation in a Cooperative Purchase Agreement with VacVision Environmental LLC (A Vortex Company) for Manhole Rehabilitation Services Utilizing the HGACBuy (Houston-Galveston Area Council) National Cooperative Purchasing Contract TP07-18 Effective July 1, 2018 through June 30, 2021 in the amount of $362,753; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $36,275 (approximately 10%) for a Project Total of $399,028. (Utilities Director)

Attachments:
- Vortex HGACBuy Brochure.pdf
- Original HGAC Agreement 12.13.11.PDF
- Vortex Manhole Proposal FY20 - 8114 1.8.20.pdf
- Vortex Companies Updated Contract - June 2018.pdf
- HGACBuy Terms & Conditions - TP07-18.pdf
- HGACBuy Cocoa Participation Proof.pdf
- Manhole Rehab FY20 Map.pdf
- Manhole Rehab Phases 1-4 Map.pdf
- Resolution - Vortex Project Contingency.doc

VI.4 20-157 Approve Amendment No. 1 to Task Order 2019-04 with CH2M Hill Engineers, Inc. for the Bidding Phase Assistance and Services During Construction (SDC) for Security System Improvements at the Dyal Water Treatment Plant, Project No. WS1404, Chemical Conversion and Reliability Improvements Project. (Utilities Director)

Attachments:
- TO-CH2M HILL 2020-04.1 $48434.46 - UT.pdf
- Cocoa Door HW SDC Amend 1 2020_02_27.pdf
- PO 74898.pdf
- Agreement Dyal CCRIP Engineering Services.pdf

VII. PUBLIC HEARINGS:

VIII. COUNCIL BUSINESS:

VIII.1 20-181 Consideration of Ms. Debbie Joyce as the representative of the School Board of Brevard County on the Planning & Zoning Board. (Administrative Services Director)

Attachments:
- 200311-Joyce-Cocoa LPA Appointment City Letter.pdf
- Appointment of School Board Representative to Cocoa's Local Planning Agency
- Brevard County Interlocal Agreement.pdf
- Joyce Board Application.pdf
- P & Z Roster.pdf

VIII.2 20-183 Consideration of a Donation Application for the Marine Resources Council of East Florida, Inc. in the amount of $1,000. (Administrative Services Director)

Attachments: 03_12_2020 Application rec'd.pdf

IX. CITY BUSINESS:

IX.1 20-139 Approve the Guaranteed Maximum Price (GMP) Proposal from Wharton-Smith, Inc. (WSI), Sanford, Florida, for the Construction Phase Services for the Chemical Conversion and Reliability Improvements Project (CCRIP) at the Dyal Water Treatment Plant, Project No. WS1404; To Authorize the City Manager to Execute the GMP Amendment #1 to the Master Service Agreement with WSI for Construction Manager at Risk (CMAR) Services. (Utilities Director)

Attachments: Cocoa Wharton-Smith Master Services Agreement (CMAR Services).pdf
WS Quote 2019-01 - CCRIP Quote Form.pdf
GMP Amendment and Proposal CCRIP.pdf

IX.2 20-152 Approve an Interlocal Cooperation Agreement between the City of Cocoa and Brevard County to accept $175,000 in Brevard County Community Development Block Grant (CDBG) funds for pool resurfacing and other pool related improvements at the Dr. Joe Lee Smith Community Center Project #CP1504, PO# 74150. These funds will be reimbursed to the City by Brevard County CDBG and deposited back into General Fund Balance, not to exceed $175,000. (Community Services Director)

Attachments: Brevard County Interlocal Agreement.pdf
City Clerks Journal Page 5.pdf

IX.3 20-185 Authorize the City Manager to approve a change order to RUSH Marine, LLC. for installation of 61 anchors to improve the stability and resilience of the seawall along the Riverfront Park Promenade. Approve a Resolution Amending the FY20 Budget, Budget Amendment form #20-053-A, through the use of General Fund Balance. (Public Works Director)

Attachments: Request for CO-Installation of 61 Tie-Back.pdf
ISS Ltr on Anchors 3-16-20.pdf
Budget Resolution FY 2020.docx
BAF 20-053-A -PW-Promenade Tiebacks (3-25-20) Agenda 20-185.pdf

MULTI-YEAR CONTRACTS:

IX.4 20-24 Approve Task Order No. 2020-05 to CH2M for Engineering Services During Construction (SDC) for the Dyal Water Treatment Plant Chemical Conversion and Reliability Improvements Project (CCRIP), Project No. WS1404; To Approve as a Multi-Year Contract from FY2020 through FY2022. (Utilities Director)

Attachments: TO (2020-05) CH2M $2411890 (2-3-20) UT.pdf
CCRIP SDC CH2M Task Order 2020-05 Final.pdf
Agreement Dyal CCRIP Engineering Services.pdf

IX.5 20-80 Approve the Second and Final Amendment to Purchase Agreement with Anderson Diving d/b/a Logan Diving and Salvage, Inc. effective March 5, 2020 through March 4, 2022, under RFQ-14-19-COC Subaqueous Pipeline Assessment. (Utilities Director)

Attachments: 2nd AMENDMENT RFQ-14-19-COC Anderson Diviing --SUBAQUEOUS INVES
LDS Amendment to Exhibit A Feb 25 2020.pdf

IX.6 20-135 Approve Task Order No. 2020-06 to CH2M for SCADA Process Automation Services for the Dyal Water Treatment Plant Chemical Conversion and Reliability Improvements Project (CCRIP), Project No. WS1404; To Approve as a Multi-Year Contract from FY2020 through FY2022. (Utilities Director)

Attachments: TO-CH2M Hill 2020-06 $476,779 - UT.pdf
T.O. 2020-06 Proposal SCADA CCRIP Automation.pdf
Agreement Dyal CCRIP Engineering Services.pdf

X. INFORMATIONAL AGENDA:

X.1 20-148 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2019 to 02/29/2020.

Attachments: PO Monthy Report to City Council 10.01.19 thru 02.29.20.pdf

X.2 20-154 In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)

Attachments: Budget By Classification February 2020.pdf

X.3 20-155 In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)

Attachments: February 2020 Contingency Report.pdf

X.4 20-156 FY 2020 Budget Adjustment Report. (Finance Director)

Attachments: February FY 2020 EXPENSE Budget Tracking Worksheet.pdf
February FY 2020 REVENUE Budget Tracking Worksheet.pdf

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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.

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

Legislation Details (With Text)

File #:	20-176	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	3/13/2020			**In control:**	City Council
On agenda:	3/25/2020			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of March 25, 2020, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	03-25-2020 Short Agenda ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 13, 2020
Agenda Date: March 25, 2020
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of March 25, 2020, as presented or with amendments.

BACKGROUND:

The City Council approves the agenda at the beginning of such meetings.

STRATEGIC PLAN CONNECTION:

na

BUDGETARY IMPACT:

na

PREVIOUS ACTION:

The City Council approves the agendas at the beginning of such meetings.

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of March 25, 2020, as presented or with amendments.

Agenda
City of Cocoa
Regular Meeting of The City Council

Date: March 11, 2020
Time: 6:00 p.m.
Location: 65 Stone Street Cocoa, FL 32922

I. Opening Matters:

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

II. Approval Of Agenda And Minutes:

1. Agenda: Regular Meeting of March 25, 2020 (20-176)

2. Minutes: (a) Regular Meeting of January 22, 2020 (20-161)
(b) Special Meeting of February 26, 2020 (20-177)

III. Awards and Presentations:

None.

IV. Delegations:

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

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

V. Reports:

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

VI. Consent Agenda:

1. Approve Change Order #1 to FY2020 P.O. 75891 with Xylem Water Solutions USA, Inc., Apopka, Florida, for Prepaid Shipping Charges That Were Not Included on the Original Quote/P.O.; To Authorize the City Manager to Execute the Change Order. (20-137). (Utilities Director)

2. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Three (3) DISCFLO Pumps From Gerber Pumps International, Inc., Longwood, Florida, for the Dyal Water Treatment Plant; To Approve a Resolution Amending the FY2020 Budget, BAF# 20-050-T. (20-151). (Utilities Director)

3. Approve Participation in a Cooperative Purchase Agreement with VacVision Environmental LLC (A Vortex Company) for Manhole Rehabilitation Services Utilizing the HGACBuy (Houston-Galveston Area Council) National Cooperative Purchasing Contract TP07-18 Effective July 1, 2018 through June 30, 2021 in the amount of $362,753; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $36,275 (approximately 10%) for a Project Total of $399,028. (20-153). (Utilities Director)

4. Approve Amendment No. 1 to Task Order 2019-04 with CH2M Hill Engineers, Inc. for the Bidding Phase Assistance and Services During Construction (SDC) for Security System Improvements at the Dyal Water Treatment Plant, Project No. WS1404, Chemical Conversion and Reliability Improvements Project. (20-157). (Utilities Director)

VII. Public Hearings:

None.

VIII. Council Business:

1. Consideration of Ms. Debbie Joyce as the representative of the School Board of Brevard County on the Planning & Zoning Board. (20-181). (Administrative Services Director)

2. Consideration of a Donation Application for the Marine Resources Council of East Florida, Inc. in the amount of $1,000. (20-183). (Administrative Services Director)

IX. City Business:

1. Approve the Guaranteed Maximum Price (GMP) Proposal from Wharton-Smith, Inc. (WSI), Sanford, Florida, for the Construction Phase Services for the Chemical Conversion and Reliability Improvements Project (CCRIP) at the Dyal Water Treatment Plant, Project No. WS1404; To Authorize the City Manager to Execute the GMP Amendment #1 to the Master Service Agreement with WSI for Construction Manager at Risk (CMAR) Services. (20-139). (Utilities Director)

2. Approve an Interlocal Cooperation Agreement between the City of Cocoa and Brevard County to accept $175,000 in Brevard County Community Development Block Grant (CDBG) funds for pool resurfacing and other pool related improvements at the Dr. Joe Lee Smith Community Center Project #CP1504, PO# 74150. These funds will be reimbursed to the City by Brevard County CDBG and deposited back into General Fund Balance, not to exceed $175,000. (20-152). (Community Services Director)

3. Authorize the City Manager to approve a change order to RUSH Marine, LLC. for installation of 61 anchors to improve the stability and resilience of the seawall along the Riverfront Park Promenade. Approve a Resolution Amending the FY20 Budget, Budget Amendment form #20-053-A, through the use of General Fund Balance. (20-185). (Public Works Director)

Multi-Year Contracts:

4. Approve Task Order No. 2020-05 to CH2M for Engineering Services During Construction (SDC) for the Dyal Water Treatment Plant Chemical Conversion and Reliability Improvements Project (CCRIP), Project No. WS1404; To Approve as a Multi-Year Contract from FY2020 through FY2022. (20-24). (Utilities Director)

5. Approve the Second and Final Amendment to Purchase Agreement with Anderson Diving d/b/a Logan Diving and Salvage, Inc. effective March 5, 2020 through March 4, 2022, under RFQ-14-19-COC Subaqueous Pipeline Assessment. (20-80). (Utilities Director)

6. Approve Task Order No. 2020-06 to CH2M for SCADA Process Automation Services for the Dyal Water Treatment Plant Chemical Conversion and Reliability Improvements Project (CCRIP), Project No. WS1404; To Approve as a Multi-Year Contract from FY2020 through FY2022. (20-135). (Utilities Director)

X. Informational Agenda:

1. Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2019 to 02/29/2020. (20-148). (Finance Director)

2. Data showing the relation between the estimated and actual income and expenses to date. (20-154). (Finance Director)

3. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (20-155). (Finance Director)

4. FY 2020 Budget Adjustment Report. (20-156). (Finance Director)

XI. Adjournment:

XII. Notice To The Public:

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

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.

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Legislation Details (With Text)

File #:	20-161	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	3/6/2020			**In control:**	City Council
On agenda:	3/25/2020			**Final action:**	
Title:	Approve the Minutes of the Regular City Council meeting of January 22, 2020, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	01-22-2020 Draft ADA.pdf Exhibit A - Annual Investment Report for FY19.pdf Exhibit B - Rezoning Presentation.pdf Exhibit C - The Lakes of Canaveral Groves.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 6, 2020
Agenda Date: March 25, 2020
Prepared By: Monica Arsenault, Asst. City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular City Council meeting of January 22, 2020, as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

City Council approves all minutes following transcription.

RECOMMENDED MOTION:
Approve the Minutes of the Regular City Council meeting of January 22, 2020, as written or with amendments.

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

January 22, 2020

A Regular City Council Meeting was held on Wednesday, January 22, 2020, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

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

Alton Edmond provided the invocation and Councilmember Koss led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The Assistant City Clerk took the roll.

PRESENT:	Jake Williams, Jr.	Mayor
	Alex Goins	Deputy Mayor
	Don Boisvert	Councilmember
	Lorraine Koss	Councilmember
	Brenda Warner	Councilmember
	Anthony Garganese	City Attorney
	John A. Titkanich, Jr.	City Manager
	Matt Fuhrer	Assistant City Manager
	Monica Arsenault	Assistant City Clerk

ABSENT:

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Nancy Bunt, Community Services Director; Michael Cantaloupe, Chief of Police; Samuel Byrd, Deputy Fire Chief; Bryant Smith, Public Works Director; Rebecca Bowman, Finance Director; and LeShawn Hinton, Helpdesk Support Technician;

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of January 22, 2020 (20-39)

2. Minutes: (a) Regular Meeting of November 13, 2019 (20-52)

* **MOTION by Deputy Mayor Goins; SECONDED by Councilmember Warner, to approve the Agenda with an amendment to add Item VI. 4 under Consent to the Regular meeting of January 22, 2020, to remove Item VIII.2 and to move reports after Multi-Year Contracts.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

* **MOTION by Councilmember Koss; SECONDED by Deputy Mayor Goins, to approve the Minutes for the Regular meeting of November 13, 2019 as written.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. Informational Annual Investment Report for FY2019. (20-45). (Finance Director)

A presentation[1] was provided by Mr. John Grady on the annual investment report for FY19. He provided updated information and bond portfolios for the City.

IV. Delegations:

Rev. Dennis, 3710 Catalina Dr., pointed out that he has never seen a black Police Chief or City Manager in the City of Cocoa. He explained that he would like to see black lieutenants because those are the type of officers that need to be sent out into the black communities. He added that he has also been to two previous meetings asking that the resolution for the Police Advisory Committee be changed to change the meeting dates to bi-monthly instead of quarterly and asked what the status was. In response, City Manager Titkanich provided an explanation and City Attorney Garganese explained the board has the discretion

[1] Annual Investment Report for FY19

to hold additional meetings. The Board can hold additional meetings as desired and the Council can change the resolution if they feel it needs to be changed.

Councilmember Warner clarified that the Council doesn't need to vote as the board can make the decision on their own.

Bernice Cox, 701 Aurora St., Cocoa, shared that she wished to discuss an undeveloped property located behind 607 Aurora Street. She noted that she has brought it to Code's attention. She stated that this has been going on for twenty years and provided a history on the property. She explained that it makes the surrounding properties look bad and she would like Council to hold the property owner responsible for his property. She also commended Public Works as they do a great job.

Jackie Isom, 1050 Bristol Dr., spoke about installing a speed bump in her neighborhood. She's lost three mailboxes and her neighbor has lost a mailbox. She has also almost been hit coming out of her driveway. She asked what she needs to do to move forward. In response, Mr. Bryant Smith, Public Works Director, noted that he would get with her after the meeting and share contact information. He added that he will go out and take a look at the location in question to see what they can do.

Pam Shaia, Tails at the Barkery, recognized the Cocoa Police Department for everything they do and expressed thanks for their support. She shared several instances where she experienced excellent service through the Police Department and its officers. Cocoa PD and the V-Cops have been patrolling the Village and she commended the Chief for being a great leader. She also pointed out that K-9 Bear and Officer Dan brought home $5,000 for Cocoa PAL from American Top Dog. She invited everyone to come and show support for the canine unit at the event hosted by Tails at the Barkery and Dirty Oar.

V. Consent Agenda:

1. Approve Task Order # 5 and the Purchase Order for Stantec Consulting Services Inc., for a complete Water/Sewer and Reclaim Utility Rate Study, using the Continuing Financial Services Agreement. Approve BAF 20-027-T and a Budget Resolution Amending the FY 2020 Budget. (20-33). (Utilities Director)

2. Approve Amendment #2 to Task Order 2020-102 with CH2M Hill Engineers, Inc. for Temporary Critical Support for Water Field Operations Division and Cross Connection Control (CCC) Program; To Approve Amendment #2 to Task Order 2020-103 with CH2M Hill Engineers, Inc. for Temporary Critical Engineering Support Services and; To Approve Amendment #2 to Task Order 2020-104 with

CH2M Hill Engineers, Inc. for Temporary Critical Plan Review Support Services. (20-37). (Utilities Director)

3. Approval for the City to apply for the Victims of Crime Act (VOCA) Grant in the amount of $134,078 and to commit $33,519 towards the match requirement in the application in order to provide victim advocate services to crime victims. The total amount equals $167,597. (20-46). (Chief of Police)

4. Approve a second 30-day extension for Broadmoor Acres Community Restoration and Preservation, Inc. (BACRAP) on the Code Enforcement Lien Reduction Agreement between the City of Cocoa and BACRAP executed December 15, 2017 to obtain the Certificate of Occupancy for the two (2) homes currently under construction, 1102 and 1115 Broadmoor Drive, subject to compliance with applicable conditions set forth in the agreement. (20-59). (City Manager)

* **MOTION by Councilmember Warner; SECONDED by Deputy Mayor Goins, to approve the Consent agenda.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

1. Ordinance No. 25-2019/2nd Reading: Approval of a ZONING TEXT AMENDMENT consistent with Appendix A, Zoning, Article XXI, amending Appendix A, Article XI, Section 22 of the zoning ordinance of the City of Cocoa to allow the Single Story Commercial building type on a certain property within the Waterfront Sub-district of the Cocoa Waterfront Overlay District and amending the maximum lot depth from 300 feet to 400 feet for properties eligible for the Single Story Commercial building type. (Community Services Director) (20-23). (Community Services Director)

Attorney Garganese pointed out that this is the second and final reading of the ordinance. He read the ordinance into the record by title only as follows:

ORDINANCE NO. 25-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 22 OF THE CODE OF THE CITY OF COCOA TO ALLOW SINGLE STORY COMMERCIAL BUILDINGS ON A CERTAIN PROPERTY WITHIN THE

COCOA WATERFRONT OVERLAY DISTRICT, WATERFRONT SUBDISTRICT, AS MORE PARTICULARLY DEPICTED ON EXHIBIT "A" ATTACHED HERETO; AMENDING THE COCOA WATERFRONT OVERLAY REGULATING PLAN TO ALLOW FOR THE SAME; AMENDING THE MAXIMUM LOT DEPTH FOR LOTS ELIGIBLE FOR SINGLE STORY COMMERCIAL BUILDINGS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE C O DE, SEVERABILITY, AND AN EFFECTIVE DATE.

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

* **MOTION by Deputy Mayor Goins; SECONDED by Councilmember Koss, to approve Ordinance 25-2019 on second and final reading.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Ordinance No. 03-2020/ 1st Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXII, to change the Zoning Map designation of one (1) parcel totaling 246.45 acres from Brevard County GU (General Use) to City of Cocoa RU-1-7 (Single Family Residential). (20-32). (Community Services Director)

Attorney Garganese pointed out that this is the first reading of the ordinance. He read the ordinance into the record by title only as follows:

ORDINANCE NO. 03-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 246.45 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE NORTH EAST CORNER OF HWY 528 AND INTERSTATE 95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY GU (GENERAL USE) TO CITY OF COCOA RU-1-7 (SINGLE- FAMILY RESIDENTIAL); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOL , AND AN EFFECTIVE DATE.

Attorney Garganese asked that if any member of Council received any other documentation or correspondence regarding this item other than what was

provided to everyone before the meeting this evening or anything else that needed to be disclosed that they needed to do so at this time.

Ms. Selig provided a presentation[2] and a project summary on the item. She discussed the consistency with the city code and gave a rezoning analysis, including staff's findings. Additionally, she shared information regarding the schools serving the students in the area.

Mayor Williams asked Ms. Selig to point out the egress and ingress points on the map.

Kendall Moore, 895 Barton Blvd., Rockledge, introduced Jose Gonzalez who would later be providing more specific details on the subject property. Mr. Moore provided a presentation[3] and shared a map of the location and provided a historical context leading up to this point. He pointed out a section of the agreement which requires them to come before Council to request the zoning change. He added that they also appeared before the Planning & Zoning Board on January 7, 2020.

Jose Gonzalez, Executive Vice President of Florida East Coast Industries, has been talking to staff about this for a very long time and they were aware that there would be challenges. He shared a conceptual site plan and explained that initially the lots were not laid out correctly and so they went in to conduct surveys and gathered the proper dimensions and were able to identify efficiencies within that plan. He shared the development process and discussed the next steps they will be taking. The final plat will come back before Council. He shared photos of residential home models which will be refined throughout the process.

Mr. Moore pointed out that they've received a variety of calls regarding this item. He wanted to clarify for the record that there is no attempt or desire to rezone the shaded area around the perimeter depicted on the map. He added that there were a few individuals that were concerned that this change would affect their lots and he stated that there would not be and that this was strictly for the property already owned by Virgin Trains.

Mayor Williams closed the hearing to Council and opened it to the public.

Mr. Brendon Blasz, 4295 Seville Ave., yielded his time to Sara Wagner as he was not feeling well.

Sara Wagner, 2205 Adamson Rd., Cocoa, stressed her concerns and explained that she cannot find the ordinance from when the PUD was adopted in the court records. In response, City Manager Titkanich provided an explanation and spoke in regard to the annexation. He explained that it went through the 18th circuit

[2] Rezoning Presentation – Ordinance No. 03-2020
[3] The Lakes of Canaveral Groves

court and the City prevailed as it was appealed by the County. The only action left in the stipulated agreement was the rezoning. The city and the county met several times, the resolution was not initially achieved, and that's where we have the stipulated settlement agreement.

Ms. Wagner rebutted by saying there are several properties listed on the agreement but City Manager Titkanich explained that while that is true there are different properties and different parties. Ms. Wagner clarified that neither one ever approved the PUD. City Manager Titkanich shared there was never an application.

Ms. Wagner stated for the record that a different presentation was provided at the P&Z meeting earlier this month. She asked Council to consider tabling the item as there is a meeting on January 28th.

John Nowlin, 3311 Tarragon St., wanted to know how a 246.45 acre facility with all its water acres will be able to support all of the proposed homes. He is also concerned with the road connecting Osage and Angelica Street as it has low shoulders and ditches and is not meant to support this kind of traffic.

Catherine Bonadio, citizen, read a letter on behalf of Gayle Kennedy into the record. She left the meeting after speaking and did not submit a copy to staff.

Robert Hill, 4145 Seville Ave., shared several concerns. He explained that during past hurricanes there have been rising water levels and any increase in water levels could reach their home. There will be unwanted amounts of traffic and hazardous conditions for students waiting for the bus and this change could effect property values negatively due to construction.

There being no further questions or comments, Mayor Williams closed the public hearing to the public and reopened the discussion to Council.

City Manager Titkanich addressed the issue regarding schools. There are no boundary changes being made regarding this project. Schools evaluate their boundaries at the end of every school year. The applicant would be required to turn in a concurrency letter from the schools.

He also addressed the question of the amount of lots being fit into the subdivision and the concern with the road.

Additionally, City Manager Titkanich shared that there are no plans to annex Canaveral Groves either. This is not an attempt to incorporate Canaveral Groves into the City. There will also be more Stormwater capacity than what is typically seen in subdivisions.

Councilmember Warner stressed that the City has absolutely no desire to annex or incorporate Canaveral Groves into the City and the City cannot do so either unless asked by the registered voters. She pointed out that the voters have rights and the City cannot just come in and take their homes.

* **MOTION by Deputy Mayor Goins; SECONDED by Mayor Williams, to approve Ordinance 03-2020 on first reading.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Ordinance No. 02-2020/Second and Final Reading: Related to the Diamond Square Community Redevelopment Agency for purposes of implementing the Interlocal agreement between the City, Agency and Brevard County. (20-56). (Community Services Director)

Attorney Garganese pointed out that this is the second and final reading of the ordinance. He read the ordinance into the record by title only as follows:

ORDINANCE NO. 02-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 8, ARTICLE III OF THE CITY CODE RELATED TO THE DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY FOR PURPOSES OF IMPLEMENTING THE INTERLOCAL AGREEMENT BETWEEN THE CITY, AGENCY AND BREVARD COUNTY; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Mayor Williams opened the hearing to the public. There being no questions or comments the public portion of the meeting was closed and reopened to Council.

* **MOTION by Deputy Mayor Goins; SECONDED by Councilmember Warner, to approve Ordinance 02-2020 on second and final reading.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. Council Business:

1. Appoint Six (6) eligible persons to serve on the Board of Commissioners of the Diamond Square Community Redevelopment Agency. (20-55). (Administrative Services Director)

   Ms. Gemmati explained the item and noted that Council is being asked to appoint six eligible persons to serve on the Board of Commissioners of the Diamond Square Community Redevelopment Agency. The Clerk's office received three applications, all of which are eligible to serve on a City board.

   Attorney Garganese provided an explanation and noted the terms of each seat are staggered and do not all expire at one time.

   Councilmember Warner asked to table the item in order to give each current member on the Board a chance to reapply. It was noted that the City Clerk's office would poll each member to see if they are interested in reapplying and the length of term they'd like to sit.

* **MOTION by Councilmember Warner; SECONDED by Councilmember Koss, to table the item to the next agenda on February 26, 2020.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

~~2. Approval of Councilmember Koss's attendance at the National League of Cities Congressional City Conference in Washington D.C., March 7-11, 2020. (20-41). (Administrative Services Director)~~

~~* **MOTION by ___; SECONDED by ___, to approve Councilmember Koss's attendance at the National League of Cities Congressional City Conference in Washington, D.C., March 7-11, 2020.**~~

~~**AYES: Williams, Warner, Boisvert, Goins, Koss**~~

~~**THE MOTION CARRIED UNANIMOUSLY (5-0)**~~

VIII. City Business:

1. Approve a Resolution Amending the FY2020 Budget through the use of General Fund Contingency, to cover expenses not previously budgeted for Purchase Order Template Adjustments, Arbitrage Calculation Services and Accounting & Auditing Services, BAF # 20-023-T1, T2 and T3. (20-36). (Finance Director)

Ms. Bowman read the item into the record and provided an explanation.

* **MOTION by Councilmember Warner; SECONDED by Deputy Mayor Goins, to approve a Resolution Amending the FY2020 Budget through the use of General Fund Contingency, to cover expenses not previously budgeted for Purchase Order Template Adjustments, Arbitrage Calculation Services and Accounting & Auditing Services, BAF # 20-023-T1, T2 and T3.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Request review of the Bid Protest Review Committee's decision and recommendation to deny the bid protest received from Rush Marine, LLC on ITB Bid No. B-20-08-COC, Riverfront Promenade Overlook Improvement Project, which was previously awarded to Canaveral Construction Company, and final resolution of bid protest. (20-58). (City Attorney)

City Attorney Garganese provided a brief background of the item and shared that the City received a timely notice of intent to protest the award and a formal bid protest from the second lowest bidder, Rush Marine, LLC. The Bid Protest Review Committee held two public meetings and formulated a final, written administrative response to the bid protest, denying the protest. According to the FOM, if after addressing the Bid Protest Review Committee the protestant does not withdraw the protest or reach a resolution acceptable to both parties, the Bid Protest Review Committee must forward the protest to the City Council with their recommendation for final resolution. The Bid Protest Review Committee's recommendation was to deny Rush's bid protest. The City Council must now consider the Bid Protest Review Committee's recommendation and uphold or deny the bid protest.

He clarified that the Council can either deny the protest to which Canaveral Construction would remain the awarded bidder, or the Council can rescind the award from Canaveral Construction and Rush Marine would be the contractor.

Mayor Williams pointed out that the initial agenda that went out listed Rush Marine as the awarded bidder but then it was rescinded. He asked if Rush was originally awarded the bid. In response, Attorney Garganese explained that his understanding is that there was a draft agenda where Rush was listed as the recommended bidder, however, before the Council meeting took place an updated agenda was issued. He clarified that the Council makes the final decision to award the bid so even though it was on the agenda it was never approved by Council. The final recommendation by staff was to award Canaveral Construction the bid.

City Manager Titkanich explained that due to time constraints, there was a place holder item on the agenda which listed Rush Marine as the lowest bidder. Following this, there was a meeting held where it was determined that Canaveral Construction was in fact the lowest bidder. He noted that when the full agenda was published it showed that Canaveral Construction was to be awarded the bid.

Deputy Mayor Goins inquired about the missing items from Canaveral Construction's packet. He pointed out that there was confusion as to what needed to be submitted as there is some conflicting language in the packet.

City Manager Titkanich provided an explanation regarding what was needed during the submittal process. He pointed out that while Rush did submit all documents, some of them still had blanks in them as there was information that would need to be determined at a later time.

Councilmember Warner asked if the items that were omitted by Canaveral Construction were an oversight[4].

Scott Knox, attorney for Rush Marine, 990 West New Haven Ave., Melbourne, introduced Tony Landers who explained that they came before Council in December and had the honor and pleasure of bidding for this project. He noted that they submitted their bids just like the other six applicants and they also filled out the bidder's checklist and supplied everything being asked for. In their mind, if there is something on the bidder's checklist that is not actually required than it should not be on the checklist. He felt they did not make any mistakes and at the end of the day they were the most responsive, responsible and lowest bidder. He shared that he had come here for that meeting thinking they would be awarded and didn't realize until after he arrived that the agenda had been modified. He asked that Council reconsider what they voted on last time.

Furthermore, Mr. Knox shared their position: the acceptance of Canaveral's bid violates state law, FEMA regulations and the City's policy. If you have an illegal contract you have a void contract. He feels if Council moves forward they would be putting themselves in a bad position. He pointed out the submittal requirements and added that if you look at Section 16 there is a form of agreement required. The form of agreement was not submitted by Canaveral Construction. The project needs to be completed by June 20, 2020. The reason it is so important is because of the Florida Statute and it applies to projects awarded on the base of price. He mentioned that Canaveral, after being awarded, was given the opportunity to come back and sign their contract the day after but this opportunity was not given to the other bidders. Rush Marine had signed and was bound to the agreement they submitted in their package up front. He asked if the City wanted to put itself in this type of position. He noted that the City could risk an audit by FEMA and the chance of losing money over it.

[4] Asst. City Manager Fuhrer left the meeting at 8:14pm and returned at 8:17pm

John David Nash, Mims, President of Canaveral Construction, wished to explain their side. He stated that he believes they interpreted the process correctly. The City appointed a bid protest committee who reviewed everything and there were three points of discussion. Their discussion included the instructions to the bidders and the signature sheet. The Bid Protest Committee agreed the only signature needed was on page 17 which they submitted. The Committee decided the form of agreement could not be completed until after the award of the contract. He believes that it's not that they didn't submit documents on purpose, but rather they interpreted the process differently. The protest committee, with legal council, decided they would not be able to provide a performance bond at that time anyway. They provided what they believed to be reasonable and responsible. The Bid Protest Committee determined that no violations were committed in regard to being fraudulent or illegal. They concluded that the irregularities were minor and he asked that Council keep the award as it is.

Additionally, Canaveral Construction discussed the minor irregularities. The form of agreement was subsequently signed after being awarded. They chose not to submit an invalid agreement as dates and other costs were not known prior to being awarded. He pointed out that the most important signature is the client's, in this case the City, and an agreement is not complete without the client's signature.

Ms. Bowman noted that one of the forms was the checklist, which staff checks off quickly and then staff goes back and reviews more in detail as to what was submitted and what is necessary to determine who would be awarded the bid. She reiterated City Manager Titkanich's comments regarding being on a time crunch and trying to get the item on the agenda.

Deputy Mayor Goins asked if Rush was called as well. In response, Ms. Bowman explained that they were actually in attendance at the bid opening and then they awaited the agenda item.

Mr. Knox rebutted by saying that he did not believe Canaveral did not know what the price was going to be when this was a priced bid. He pointed out that Canaveral claimed they would adhere to the specifications but the specifications didn't have the contract in it.

Robin Fisher, former Titusville and Palm Bay Councilmember and Commissioner, added that he has a lot of experience in bidding. He believed, in his experience, that people make mistakes but it is best to do the right thing. He pointed out that in his experience he did not always go with the lowest bidder but the bidder that provided the most value. He asked why staff holds pre-bid and post bid meetings just to turn around and waive certain documents. He feels Rush is the more responsible bidder and they are more than qualified to get the job done.

City Manager Titkanich provided a history dating back to July of 2019 and the process that has taken place since. He expressed that the City did the right thing back then when they allowed the inclusion of Rush Marine and when it benefited Rush Marine it was okay, but now that the City is applying its policies, including the right to waive the FOM which is written in the policy, it is proving to be an issue.

Councilmember Warner suggested that staff reconsider this process as it is a no-win situation and it is not fair to put staff on the spot at bid openings to try and review all documents being turned in with contractors looking over their shoulders.

* **MOTION by Councilmember Warner; SECONDED by Councilmember Boisvert, for discussion.**

Deputy Mayor Goins added that he is unhappy with the way things turned out and voted to approve the protest.

* **MOTION by Councilmember Warner; SECONDED by Councilmember Boisvert, to deny the bid protest received from Rush Marine, LLC on ITB Bid No. B-20-08-COC, Riverfront Promenade Overlook Improvement Project, which was previously awarded to Canaveral Construction Company, and final resolution of bid protest.**

AYES: Warner, Boisvert
NAYES: Williams, Goins, Koss

THE MOTION FAILED (2-3)

* **MOTION by Deputy Mayor Goins; SECONDED by Councilmember Koss, to uphold the bid protest received from Rush Marine, LLC on ITB Bid No. B-20-08-COC, Riverfront Promenade Overlook Improvement Project, which was previously awarded to Canaveral Construction Company, and final resolution of bid protest.**

AYES: Williams, Goins, Koss
NAYES: Boisvert, Warner

THE MOTION CARRIED UNANIMOUSLY (3-2)

Multi-Year Contracts:

3. Approve the Police Department to enter into a Multi-Year Contract with Axon Enterprises by means of a Sole Source to purchase Tasers under project number PD15TS, using account number 001-2100-521.44-00; and to authorize the City Manager to execute and sign the contract. (19-482). (Chief of Police)

Chief Cantaloupe explained that the Police Department is requesting the purchase of ten new tasers by way of a multi-year contract. This has been budgeted and is within the lease budget account of the Police Department's Fiscal Year 2020, budget account 001-2100-521.44-00, using Axon Enterprises by way of sole source.

The total amount for the purchase of ten tasers is $25,500.00 to be budgeted and paid over a five year term beginning upon approval of this contract.

* **MOTION by Councilmember Warner; SECONDED by Deputy Mayor Goins, to approve the Police Department to enter into a Multi-Year Contract with Axon Enterprises by means of a Sole Source to purchase Tasers under project number PD15TS, using account number 001-2100-521.44-00; and to authorize the City Manager to execute and sign the contract.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Approval of the third contract modification with Gehring Group, Inc. as the City of Cocoa's Insurance Broker of Record by mutual agreement between the City and Gehring Group to extend the term of the agreement until April 30, 2020. (20-10). (Administrative Services Director)

* **MOTION by Councilmember Warner; SECONDED by Councilmember Koss, to approve the third contract modification with Gehring Group, Inc. as the City of Cocoa's Insurance Broker of Record by mutual agreement between the City and Gehring Group to extend the term of the agreement until April 30, 2020.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Approve Task Order 2020-27 with Atlantic Development of Cocoa, Inc. for the Michigan Avenue Force Main and Reuse Main Extension, Project No. WS17MI, in the amount of $984,548.82; Approve as a Multi-Year Contract from FY2020 through FY2021; Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not to Exceed $98,454.88 (10% of the Contract Amount) for a Total Project Cost of $1,083,003.70; Approve BAF # 20-028-P and a Resolution Amending the FY2020 Budget. (20-18). (Utilities Director)

* **MOTION by Councilmember Warner; SECONDED by Councilmember Koss, to approve Task Order 2020-27 with Atlantic Development of Cocoa, Inc. for the Michigan Avenue Force Main and Reuse Main Extension, Project No. WS17MI, in the amount of $984,548.82; Approve as a Multi-Year Contract from FY2020 through FY2021; Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not to Exceed $98,454.88 (10% of the Contract Amount) for a Total Project Cost of $1,083,003.70; Approve BAF # 20-028-P and a Resolution Amending the FY2020 Budget.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

6. Approve Task Order 2020-14 with Bussen-Mayer Engineering Group, Inc. for Engineering Services During Construction (SDC) of the Michigan Avenue Force Main and Reuse Main Extension, Project No. WS17MI; To Approve as a Multi-Year Contract from FY2020 through FY2021. (20-21). (Utilities Director)

* **MOTION by Deputy Mayor Goins; SECONDED by Councilmember Warner, to approve Task Order 2020-14 with Bussen-Mayer Engineering Group, Inc. for Engineering Services During Construction (SDC) of the Michigan Avenue Force Main and Reuse Main Extension, Project No. WS17MI; To Approve as a Multi-Year Contract from FY2020 through FY2021.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. Informational Agenda:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2019 to 12/31/2019. (20-28). (Finance Director)

2. Data showing the relation between the estimated and actual income and expenses to date. (20-47). (Finance Director)
3. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (20-48). (Finance Director)

4. FY 2020 Budget Adjustment Report. (20-49). (Finance Director)

5. Cocoa Police Department District Event Statistics for the months of October and November, 2019. (20-51). (Chief of Police)

X. Reports:

Ms. Bowman shared that a Budget amendment will need to be brought back to the second meeting in February due to the result of the motion for the bid protest.

Chief Cantaloupe thanked staff and citizens for their support behind the police department.

City Manager Titkanich pointed out a letter Council received from the State regarding moving trees on residential property. He noted he would review the number of bills regarding this with each member of Council individually.

Deputy Mayor Goins pointed out the City has to make tough decisions sometimes.

He discussed Brevard County Day in Tallahassee and expressed it was a great day and great conversations were held. In the future, he'd like to see staff revisit the City's housing regulations. He will be meeting with Dana Brinkley regarding some of the City's slum areas to discuss property values. He attended the Brevard Re-entry Program ribbon cutting and noted it is a great program put on by My Community Cares Inc. They will be presenting at the next Council meeting.

Councilmember Warner reiterated the comments made by Pam Shaia regarding Officers Dan and Bear who represented Cocoa very well on national television. She also thanked the members of the downtown merchants who showed up at PD to support the officers who were under a lot of stress by dropping off donuts and cupcakes.

Councilmember Koss shared that she supports affordable housing. She added that the police department put on an excellent presentation at the most recent Citizen's Academy.

Mayor Williams mentioned the Mayor's Fitness Challenge and shared locations of the weigh-ins. He thanked the Chief and his officers for the MLK March. He noted the Black Entrepreneurship Expo was a great event. He added that the

Brevard Red Eye Rugby team will be hosting the state championship for men and youths.

Furthermore, he pointed out that there were cars lined up again on the sidewalks at Provost Park and the City has to maintain those sidewalks and enforce a no parking rule.

Deputy Mayor Goins mentioned that there will be a Human Trafficking seminar at Cocoa High School on Saturday, January 25th at 10am.

XI. Adjournment:

*** MOTION by Councilmember Boisvert; SECONDED by Deputy Mayor Goins, to adjourn the regular meeting of January 22, 2020.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 9:27pm.

_____

Jake Williams, Jr., Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk
(Transcribed by Monica Arsenault, Asst. City Clerk)

PUBLIC™ TRUST ADVISORS

Investment Program Review Fiscal Year Ended September 30, 2019

January 22, 2020

COCOA FLORIDA

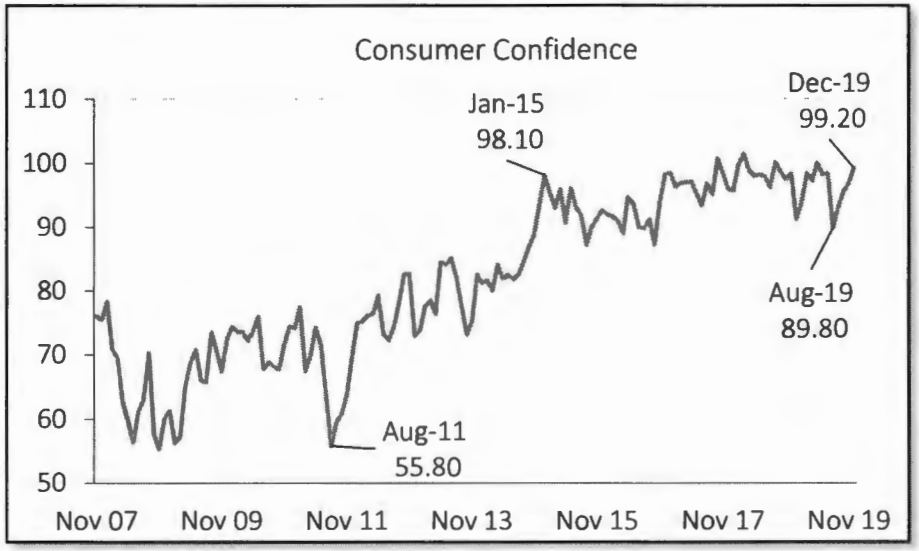
Market/Economic Update

Public Trust Advisors 2020 ©

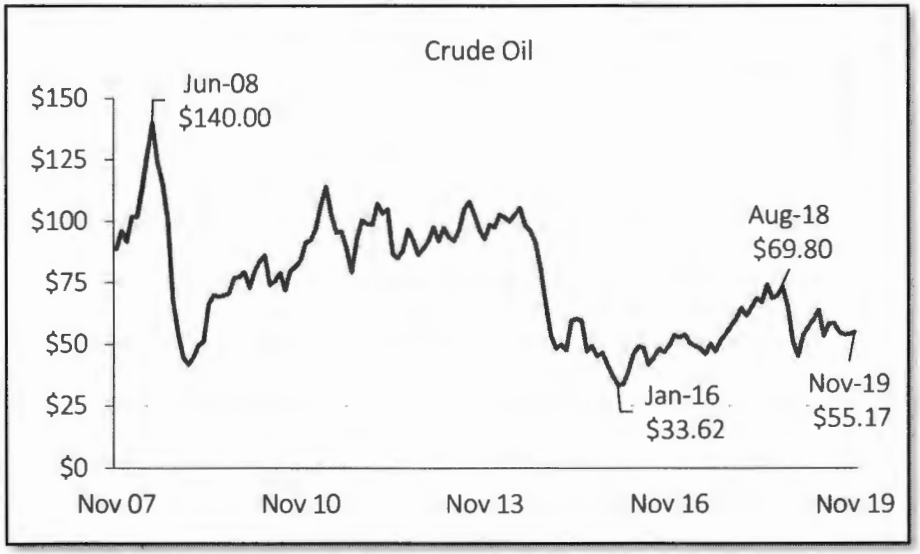
Market Update

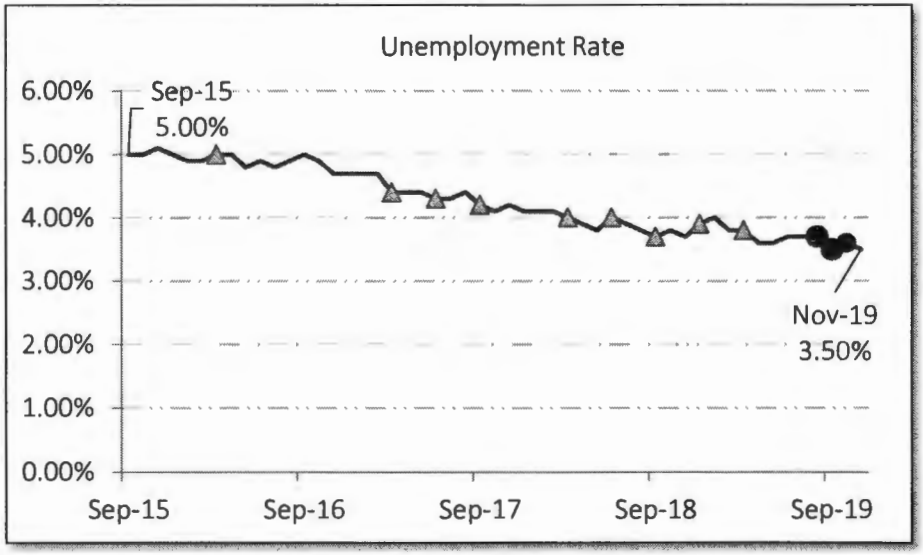
- The FOMC cut the overnight rate for the third time during the October meeting to the current level of 1.50% - 1.75%. Current expectations are for no additional cuts in 2019.
- The median home price in October was $270k, while slightly lower than the summer peak, prices were up 6.1% year over year. The median price of a home is 75% higher than the median price of $154k in February 2012.
- Unemployment remains near historic low levels, currently 3.6% as of October and 1.67 million jobs have been created in 2019 although job growth has slowed compared to 2018 with an average of 167k per month in 2019 compared to 223k per month in 2018.
- Interest rates fell more than between 1.0% - 1.5% versus November 2018. Yields have been particularly volatile since the first FOMC rate cut at the end of July as 2 year U.S. Treasury yields have fluctuated more than 0.40% on a monthly basis since August.
- Third quarter GDP was 2.10% based on the second reading. Slower consumer spending was offset by the improvement in net exports and business spending sectors, which were essentially neutral during the quarter.

Housing and Unemployment





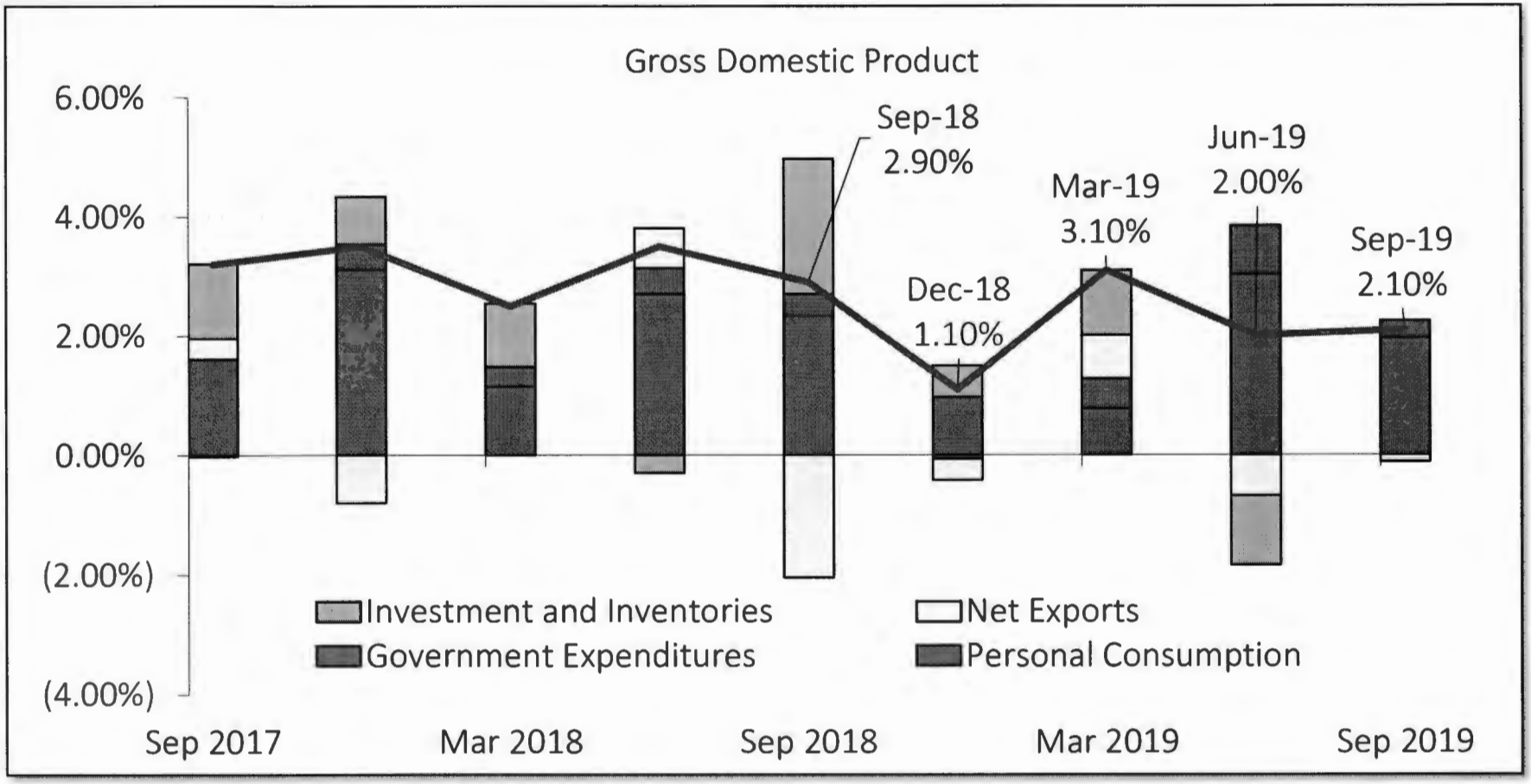




Source: Bloomberg. See additional footnotes at the end of the presentation.

Gross Domestic Product

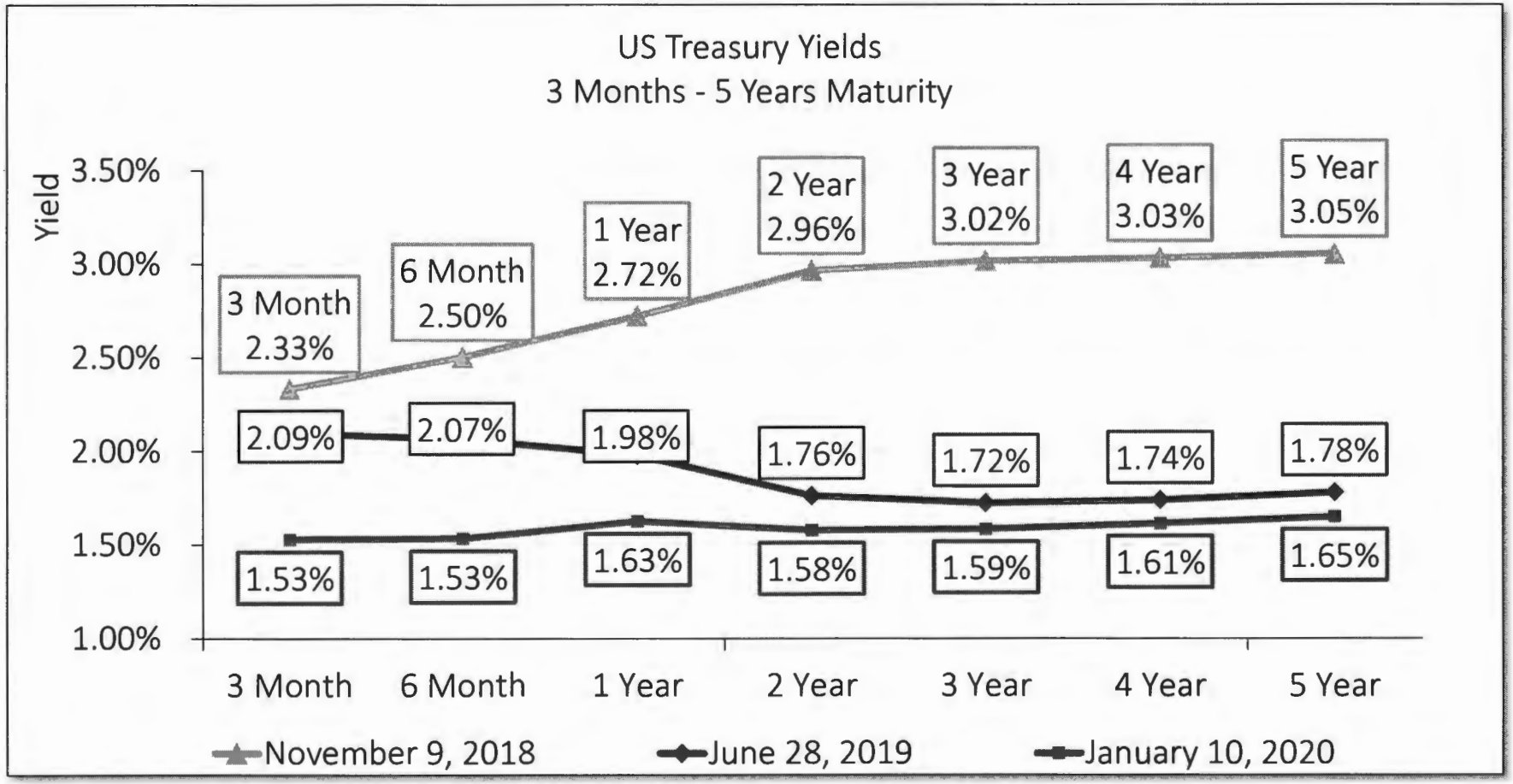
- Third quarter GDP was 2.10% based on the second reading. Slower consumer spending was offset by the improvement in net exports and business spending sectors, which were essentially neutral during the quarter.



Source: Bloomberg. See additional footnotes at the end of the presentation.

Yield Curve November 2018 vs. January 2020

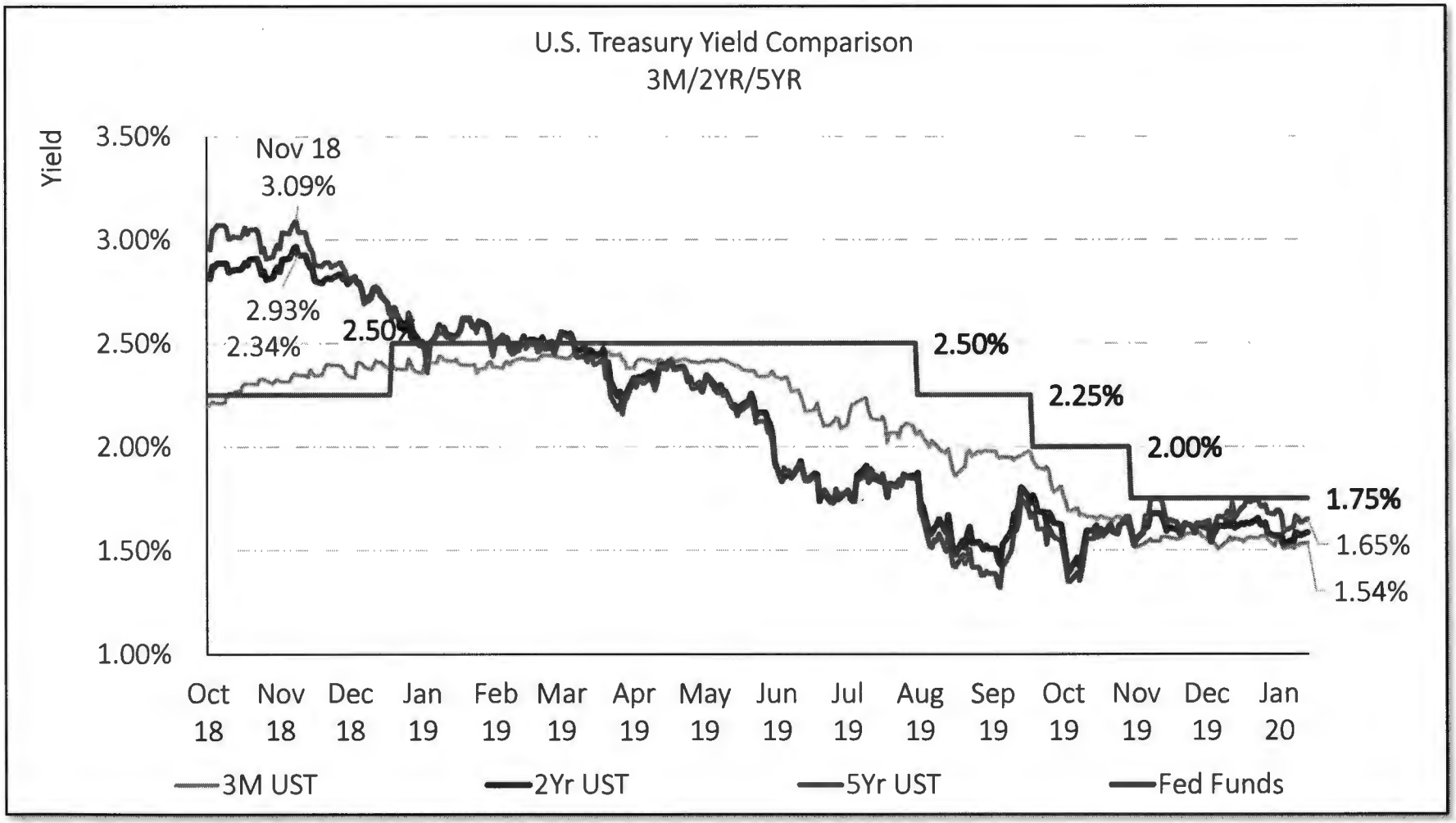
- Interest rates began to level off after falling more than 1.0% compared to a year ago rates falling more than a full percentage point since November 2018 for maturities greater than two years.



Source: Bloomberg. See additional footnotes at the end of the presentation.

Interest Rates Lower Since November 2018

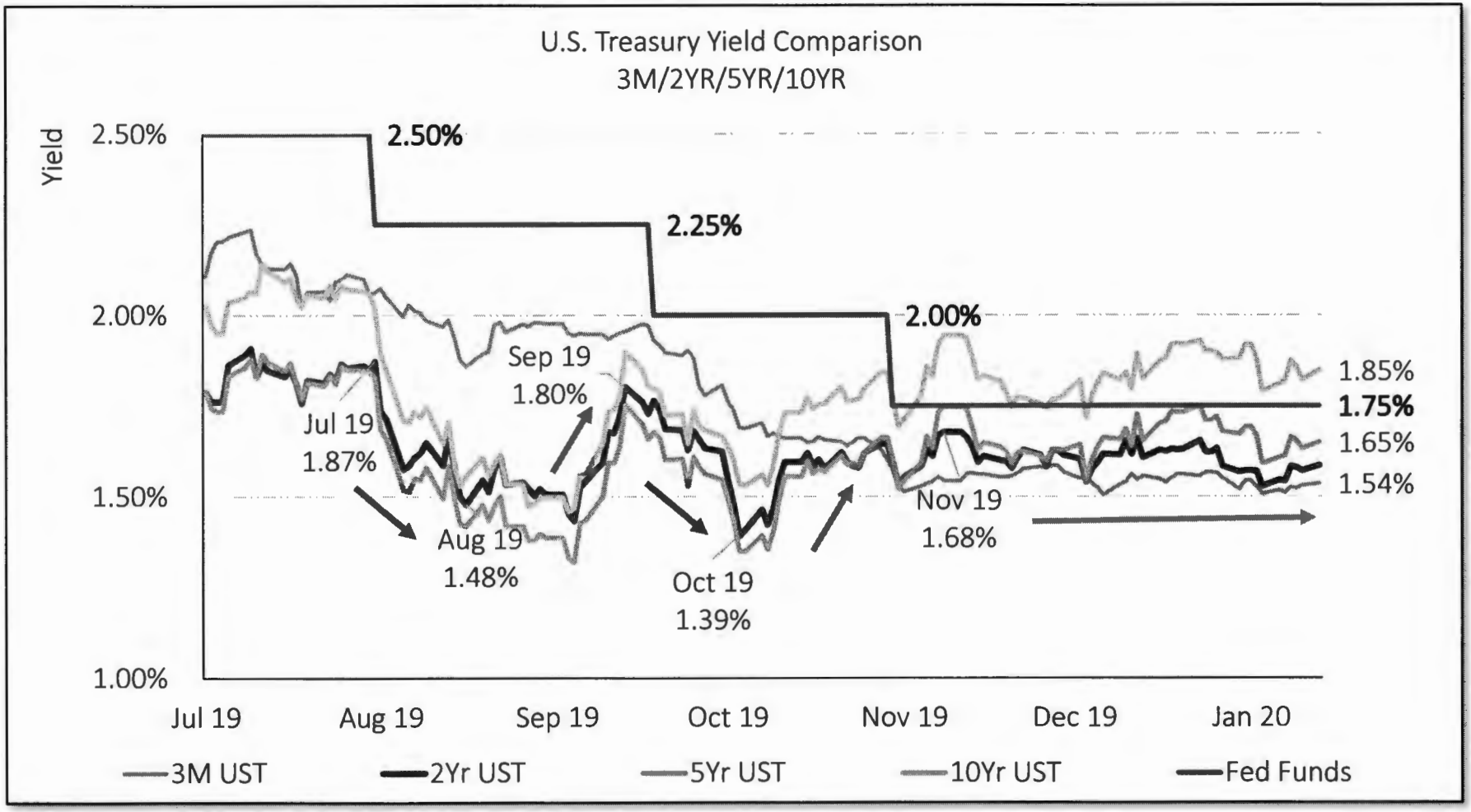
- Yields drop considerably from a year ago.



Source: Bloomberg. See additional footnotes at the end of the presentation.

Interest Rates Settle After Considerable Volatility

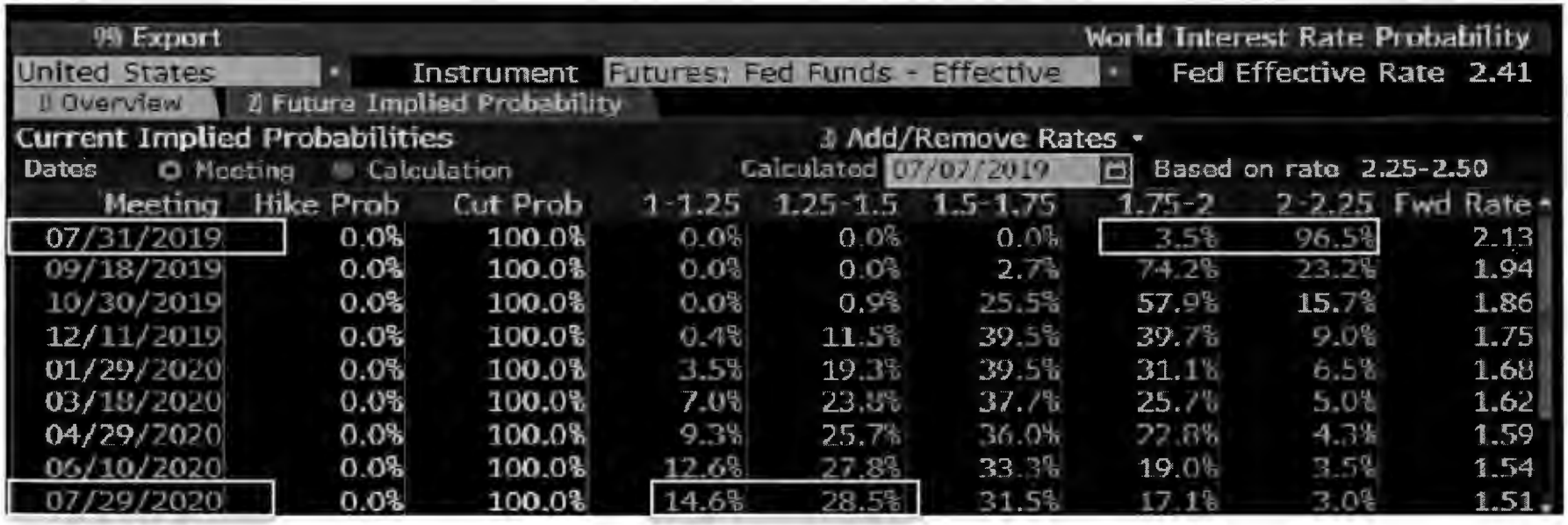
- Yields for 2yr – 5yr U.S. Treasuries fluctuated by as much as 40 basis points each month following the first FOMC rate cut in more than 10 years.



Source: Bloomberg. See additional footnotes at the end of the presentation.

FOMC Rate Projections – July 2019

- As of early July, the market has priced in a 100% chance of a rate cut during July 30-31 FOMC meeting. Also, there is currently a 60% chance of up to four rate hikes in the next 12 months.



0) Export — World Interest Rate Probability

United States | Instrument: Futures: Fed Funds - Effective | Fed Effective Rate 2.41

1) Overview | 2) Future Implied Probability

Current Implied Probabilities — 3) Add/Remove Rates

Dates: Meeting / Calculation — Calculated 07/07/2019 — Based on rate 2.25-2.50

Meeting	Hike Prob	Cut Prob	1-1.25	1.25-1.5	1.5-1.75	1.75-2	2-2.25	Fwd Rate
07/31/2019	0.0%	100.0%	0.0%	0.0%	0.0%	3.5%	96.5%	2.13
09/18/2019	0.0%	100.0%	0.0%	0.0%	2.7%	74.2%	23.2%	1.94
10/30/2019	0.0%	100.0%	0.0%	0.9%	25.5%	57.9%	15.7%	1.86
12/11/2019	0.0%	100.0%	0.4%	11.5%	39.5%	39.7%	9.0%	1.75
01/29/2020	0.0%	100.0%	3.5%	19.3%	39.5%	31.1%	6.5%	1.68
03/18/2020	0.0%	100.0%	7.0%	23.8%	37.7%	25.7%	5.0%	1.62
04/29/2020	0.0%	100.0%	9.3%	25.7%	36.0%	22.8%	4.3%	1.59
06/10/2020	0.0%	100.0%	12.6%	27.8%	33.3%	19.0%	3.5%	1.54
07/29/2020	0.0%	100.0%	14.6%	28.5%	31.5%	17.1%	3.0%	1.51

Source: Bloomberg. See additional footnotes at the end of the presentation.

Public Trust Advisors 2020 ©

FOMC Rate Projections – January 2020

- Rate cut expectations have decreased since the summer. Currently the market expects one to two additional rate cuts in 2020.

Region: United States »
Target Rate 1.75
Effective Rate 1.54

Instrument: Fed Funds Futur
Pricing Date
Cur. Imp. O/N Rate

Meeting	#Hikes/Cuts	%Hike/Cut	Imp. Rate Δ	Implied Rate
01/29/2020	+0.123	+12.3%	+0.031	1.578
03/18/2020	+0.149	+2.6%	+0.037	1.584
04/29/2020	+0.023	-12.6%	+0.006	1.552
06/10/2020	-0.113	-13.6%	-0.028	1.519
07/29/2020	-0.257	-14.4%	-0.064	1.483
09/16/2020	-0.458	-20.1%	-0.115	1.432
11/05/2020	-0.599	-14.1%	-0.150	1.397
12/16/2020	-0.759	-16.0%	-0.190	1.357
01/27/2021	-0.827	-6.8%	-0.207	1.340

Source: Bloomberg. See additional footnotes at the end of the presentation.

Investment Program Review

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Current City Investments

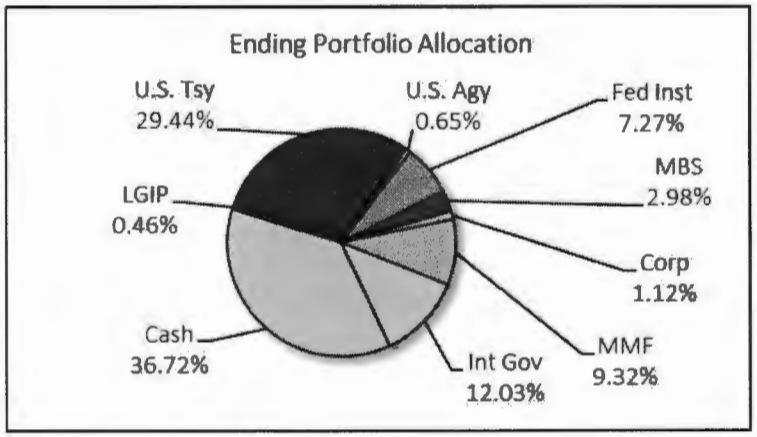
- Local Government Investment Pool (LGIP)
  - Florida Prime (SBA)
  - Florida Class
- Money Market
  - Community Bank of the South
- Public Trust Advisor
  - Operating Account
  - Enhanced Cash
  - Reserves
  - Debt Service Reserves
  - 2018 Bond Proceeds

City of Cocoa Asset Allocation as of September 30, 2019

Security Distribution[1]	September 30, 2019 Ending Balance	Portfolio Allocation	Issuer Description[1]	Sec. Desc.	September 30, 2019 Ending Balance	Portfolio Allocation	Permitted by Policy[2]	Compliant
Cash	$ 46,835,599.07	36.72%	Cash	Cash	$ -	0.00%	100.00%	YES
LGIP	592,049.77	0.46%	FL PRIME (SBA)[2]	LGIP	592,049.77	0.46%	25.00%	YES
U.S. Treasury Notes	37,556,135.77	29.44%	FLCLASS	Int Gov	15,342,608.05	12.03%	40.00%	YES
U.S. Agency Notes	828,126.02	0.65%	CBOS[2]	MMF	2,092,065.96	1.64%	15.00%	YES
FNMA	4,138,220.98	3.24%	SunTrust Master[2]	Cash	44,743,533.11	35.08%	100.00%	YES
FHLMC	6,252,481.04	4.90%	Fidelity MMF	MMF	11,892,388.44	9.32%	15.00%	YES
FFCB	-	0.00%	U.S. Treasury Notes	UST	37,556,135.77	29.44%	100.00%	YES
FHLB	2,678,586.65	2.10%	U.S. Agency Notes	US Agy	828,126.02	0.65%	25.00%	YES
Fed Inst Subtotal	**$ 13,069,288.67**	**10.25%**	FNMA	GSE	3,351,404.58	2.63%	25.00%	YES
Asset Backed Securities	-	0.00%	FHLMC	GSE	3,239,034.78	2.54%	25.00%	YES
Commercial Paper	-	0.00%	FFCB	GSE	-	0.00%	25.00%	YES
Corporate Notes	1,431,032.42	1.12%	FHLB	GSE	2,678,586.65	2.10%	25.00%	YES
Bankers Acceptances	-	0.00%	JPMorgan Chase & Co.	Corp	251,499.44	0.20%	5.00%	YES
Money Market Funds	11,892,388.44	9.32%	Walmart Inc.	Corp	456,435.32	0.36%	5.00%	YES
Municipal Bonds	-	0.00%	Wells Fargo & Company	Corp	723,097.66	0.57%	5.00%	YES
FLCLASS	15,342,608.05	12.03%	FHLMC MBS	MBS	3,013,446.26	2.36%	5.00%	YES
Certificates of Deposit	-	0.00%	FNMA MBS	MBS	786,816.40	0.62%	5.00%	YES
Total Portfolio MV	**$ 127,547,228.21**	**100.00%**	**Total Portfolio MV**		**$ 127,547,228.21**	**100.00%**		

(1) Mortgage backed securities included in security description and listed separately in issuer description. Public Trust managed assets represent market value plus accruec

(2) External assets not managed by Public Trust. Information provided by City staff. Asset allocation limits defined in the City's investment policy.



Source: Public Trust. See additional footnotes at the end of the presentation.

Enhanced Cash Portfolio

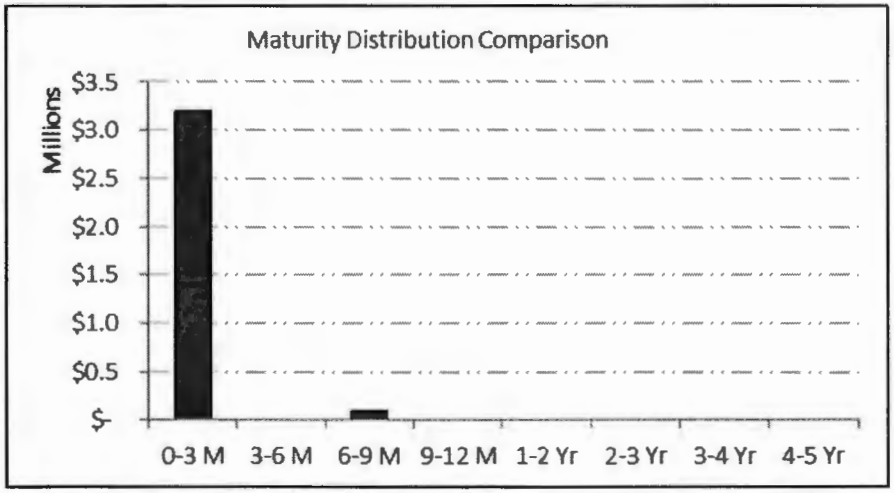
- The Enhanced Cash Portfolio is designed to provide funding throughout the fiscal year
- The portfolio is diversified with highly rated fixed income securities.
- Consider consolidating this portfolio with the Operating Portfolio based on cash flow analysis given current market conditions to reduce reinvestment rate risk .

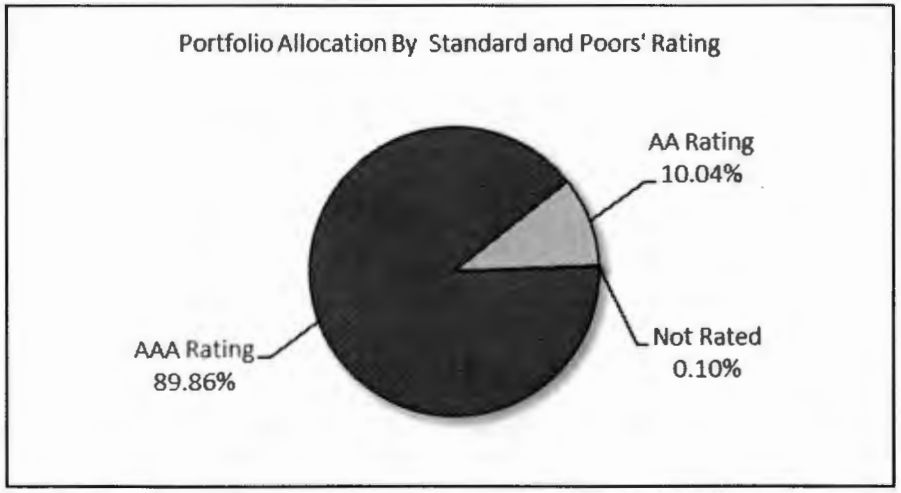
September 30, 2018

Market Value	$3,152,490.33
Duration (Avg. Mat.)	0.38
Book Yield	2.06%

September 30, 2019

Market Value	$3,305,295.60
Duration (Avg. Mat.)	0.02
Book Yield	1.74%





Source: Public Trust. See additional footnotes at the end of the presentation.

Operating Portfolio

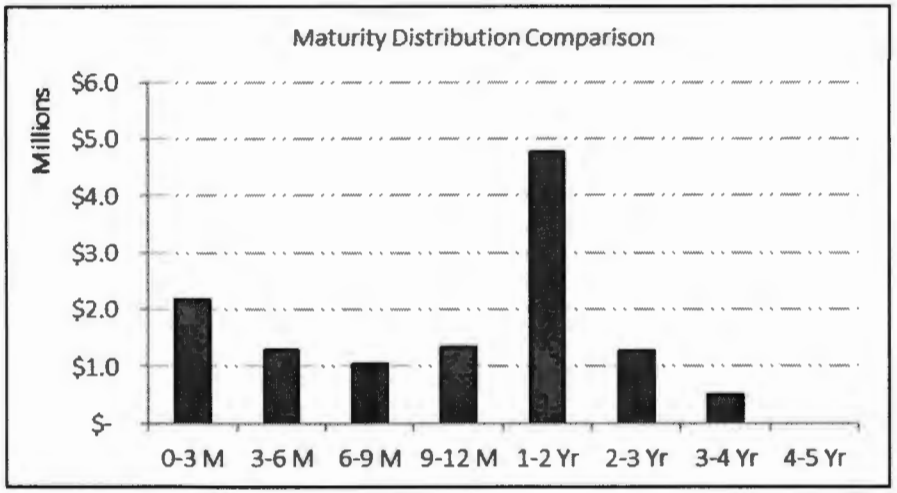
- The Operating Portfolio provides funding over multiple fiscal years. The portfolio is structured with maturities between one and five years. Funds are undesignated.
- The portfolio is diversified with highly rated fixed income securities.
- Will look to extend duration with upcoming maturities to reduce reinvestment rate risk.

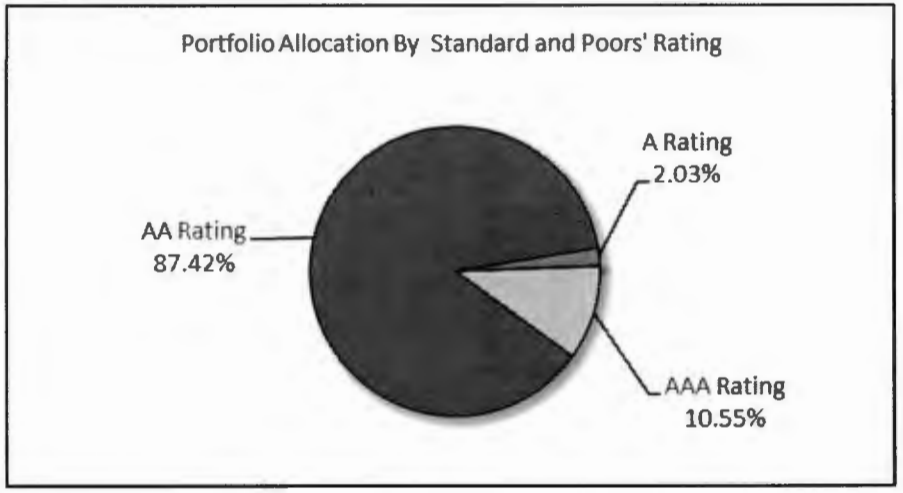
September 30, 2018

Market Value	$11,974,235.99
Duration (Avg. Mat.)	1.66
Book Yield	2.02%

September 30, 2019

Market Value	$12,477,571.89
Duration (Avg. Mat.)	1.11
Book Yield	2.07%





Source: Public Trust. See additional footnotes at the end of the presentation.

Reserves Portfolio

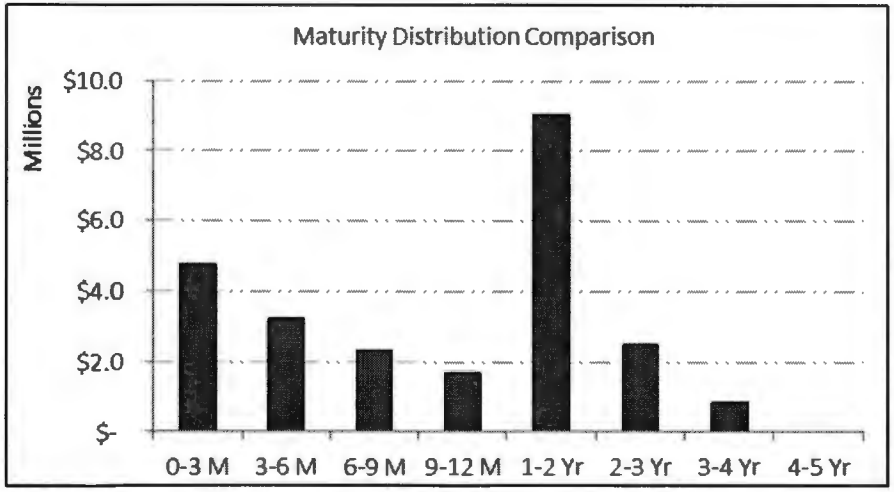
- The Reserves Portfolio is structured based on requirements defined in the bond indenture for the City's outstanding debt per debt issuance. The portfolio is structured to with maturities between one and five years.
- The portfolio is diversified with highly rated fixed income securities.
- Will look to extend duration with upcoming maturities to reduce reinvestment rate risk.

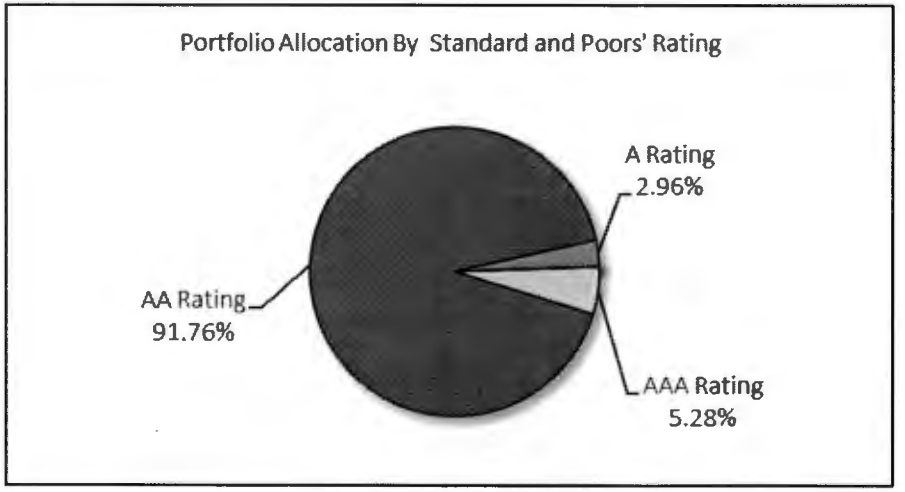
September 30, 2018

Market Value	$23,412,540
Duration (Avg. Mat.)	1.67
Book Yield	2.04%

September 30, 2019

Market Value	$24,377,926
Duration (Avg. Mat.)	1.00
Book Yield	2.08%





Source: Public Trust. See additional footnotes at the end of the presentation.

Restricted Portfolio

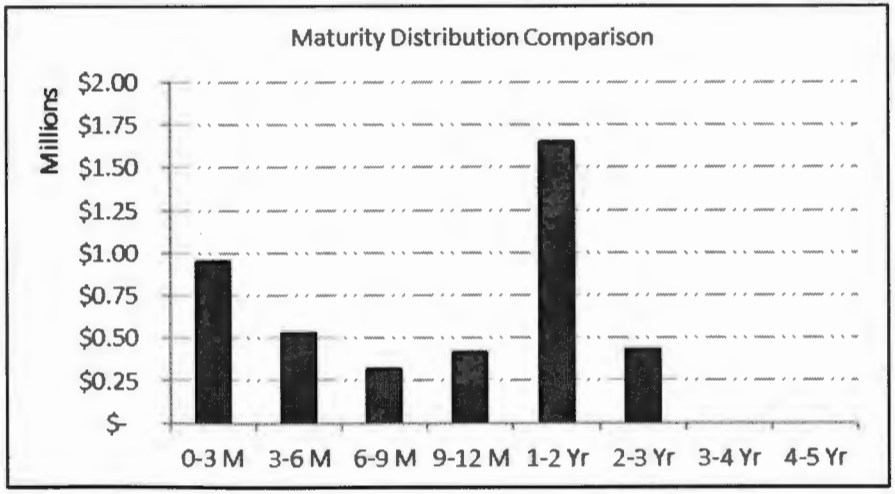
- The Restricted Portfolio is restricted cash that is held long-term. As the cash is restricted and held long-term, the funds are invested to obtain a better yield that holding in the cash operating account.
- The portfolio is diversified with highly rated fixed income securities.
- This portfolio will maintain a structure based on requirements with bond covenants.

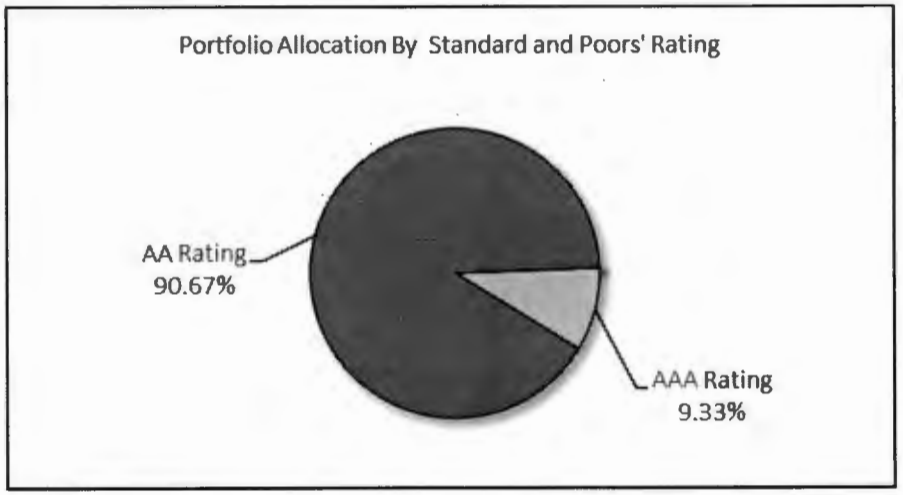
September 30, 2018

Market Value	$4,201,421
Duration (Avg. Mat.)	1.67
Book Yield	2.01%

September 30, 2019

Market Value	$4,312,022
Duration (Avg. Mat.)	0.92
Book Yield	2.03%





Source: Public Trust. See additional footnotes at the end of the presentation.

2018 Bond Portfolio

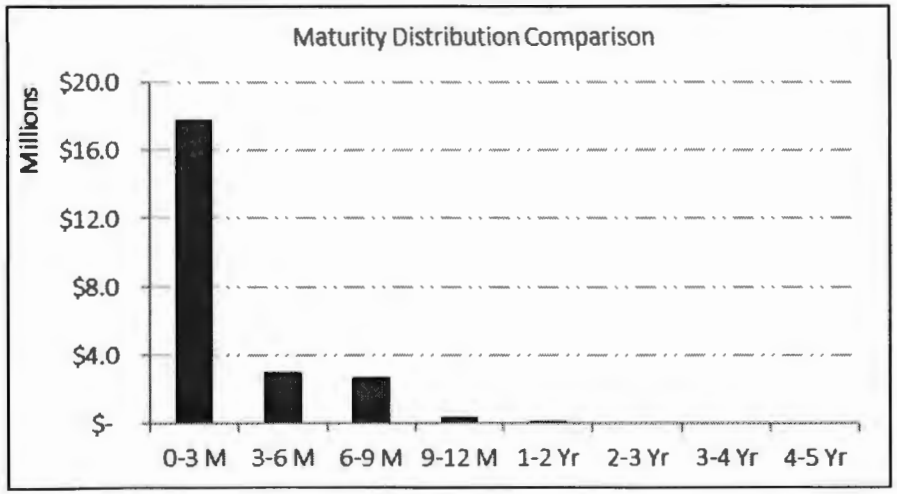
- The 2018 Bond Portfolio is structured based on anticipated projected expenditures.
- The portfolio is diversified with highly rated fixed income securities for longer term expenditures and a AAA rated Local Government Investment Pool for daily liquidity.
- Portfolio structure is based on project expenditures through the life of the project.

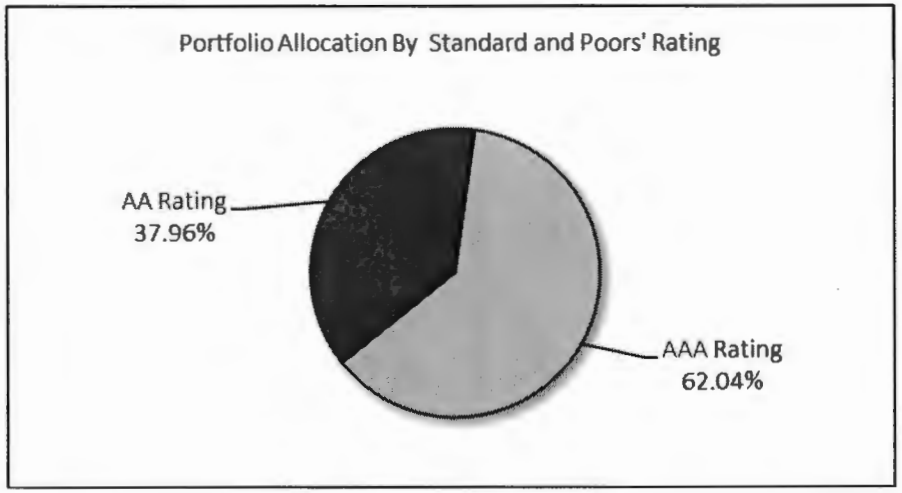
September 30, 2018

- NA

September 30, 2019

Market Value	$39,065,696
Duration (Avg. Mat.)	0.11
Book Yield	2.30%





Source: Public Trust. See additional footnotes at the end of the presentation.

Disclosures

This presentation is for informational purposes only. All information is assumed to be correct but the accuracy has not been confirmed and therefore is not guaranteed to be correct. Information is obtained from third party sources that may or may not be verified. The information presented should not be used in making any investment decisions and is not a recommendation to buy, sell, implement or change any securities or investment strategy, function or process. Any financial and/or investment decision should be made only after considerable research, consideration and involvement with an experienced professional engaged for the specific purpose. All comments and discussion presented are purely based on opinion and assumptions, not fact, and these assumptions may or may not be correct based on foreseen and unforeseen events. All calculations and results presented and are for discussion purposes only and should not be used for making calculations and/or decisions. The data in this presentation is unaudited.

Performance comparisons will be affected by changes in interest rates. Investment returns fluctuate due to changes in market conditions. Investment involves risk, including the possible loss of principal. The information contained herein has been obtained from sources that we believe to be reliable but its accuracy and completeness are not guaranteed. There is no guarantee that investment strategies will achieve the desired results under all market conditions, and each investor should evaluate its ability to invest long-term, especially during periods of a market downturn. Past performance is not an indicator of future performance or results. Any financial and/or investment decision may incur losses. The materials in the attached are opinions of Public Trust Advisors, LLC and should not be construed as investment advice.

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Benchmarks are provided for illustrative purposes only. Comparisons to benchmarks have limitations because benchmarks have volatility and other material characteristics that may differ from the portfolio. Also, performance results for benchmarks do not reflect payment of investment management/incentive fees and other fund expenses. Because of these differences, benchmarks should not be relied upon as an accurate measure of comparison.



Zoning Map Amendment
Lakes at Canaveral Groves

January 22, 2020

Project Summary

- The applicant, Virgin Trains USA Florida, LLC, is requesting to amend the Zoning Map designation of one (1) parcel totaling approximately 246.45 acres from Brevard County GU (General Use) to City of Cocoa RU-1-7 (Single Family Residential).

- The applicant intends to construct a single family subdivision with 320 lots, a shared amenity space for outdoor recreation, a clubhouse facility and 2 lakes.

Location Map

Exhibit A



COCOA FLORIDA

Project Summary

Current Future Land Use:	VLDR (Very Low Density Residential)
Current Zoning District:	Brevard County GU (General Use)
Proposed Zoning:	City of Cocoa RU-1-7 (Single Family Residential)
Existing Land Use:	vacant land

Project Summary

- The subject property was annexed from Brevard County in 2004.
- Prior to the annexation, the City entered into a Preceding Development Agreement, dated August 24, 2004, with the previous property owner.
- Through the Preceding Development Agreement, the property owner expressed its willingness to annex into the City of Cocoa with certain conditions:
  1. the City would process applications for either an RU-1-7 rezone or a PUD
  2. the Developer would purchase water and wastewater services exclusively from the City
- At the time of the Preceding Development Agreement, the parties agreed that a minimum of one thousand (1,000) residential dwelling units would be constructed.

COCOA FLORIDA

Project Summary

- In September 2004, Brevard County challenged the City's annexation. Numerous issues were litigated with the County and were ultimately resolved via the Stipulated Settlement Agreement entered into on January 9, 2008.

- This Stipulated Settlement Agreement provided that the future development of the subject parcel include perimeter lots on the North and Ease perimeter of the parcel be no less than 70 feet by 140 feet, with the rear 15 feet of the lot dedicated as a natural buffer.

- The City also agreed to limit development on the parcel to between 300 and 500 total residential units, with the gross density being approximately 2.03 residential units per acre.

COCOA FLORIDA

Project Summary

- In addition, the City entered into a Settlement Implementation Agreement, dated July 10, 2019, with the current property owner, Virgin Trains USA Florida, LLC.

- This Agreement limits the number of potential residential lots to approximately 320, with homes with a minimum living area under air of 1,500 square feet and an average living area of 1,800 square feet.

- The Settlement Implementation Agreement further provides that the eventual residential subdivision shall include ample private recreational common area green space and amenities, including a private Amenity Center and a proposed 38-acre lake.

COCOA FLORIDA

Project Summary

- Through the Settlement Implementation Agreement, the Developer agreed to seek a City zoning designation of RU-1-7, consistent with the Very Low Density Residential Future Land Use Map Designation.

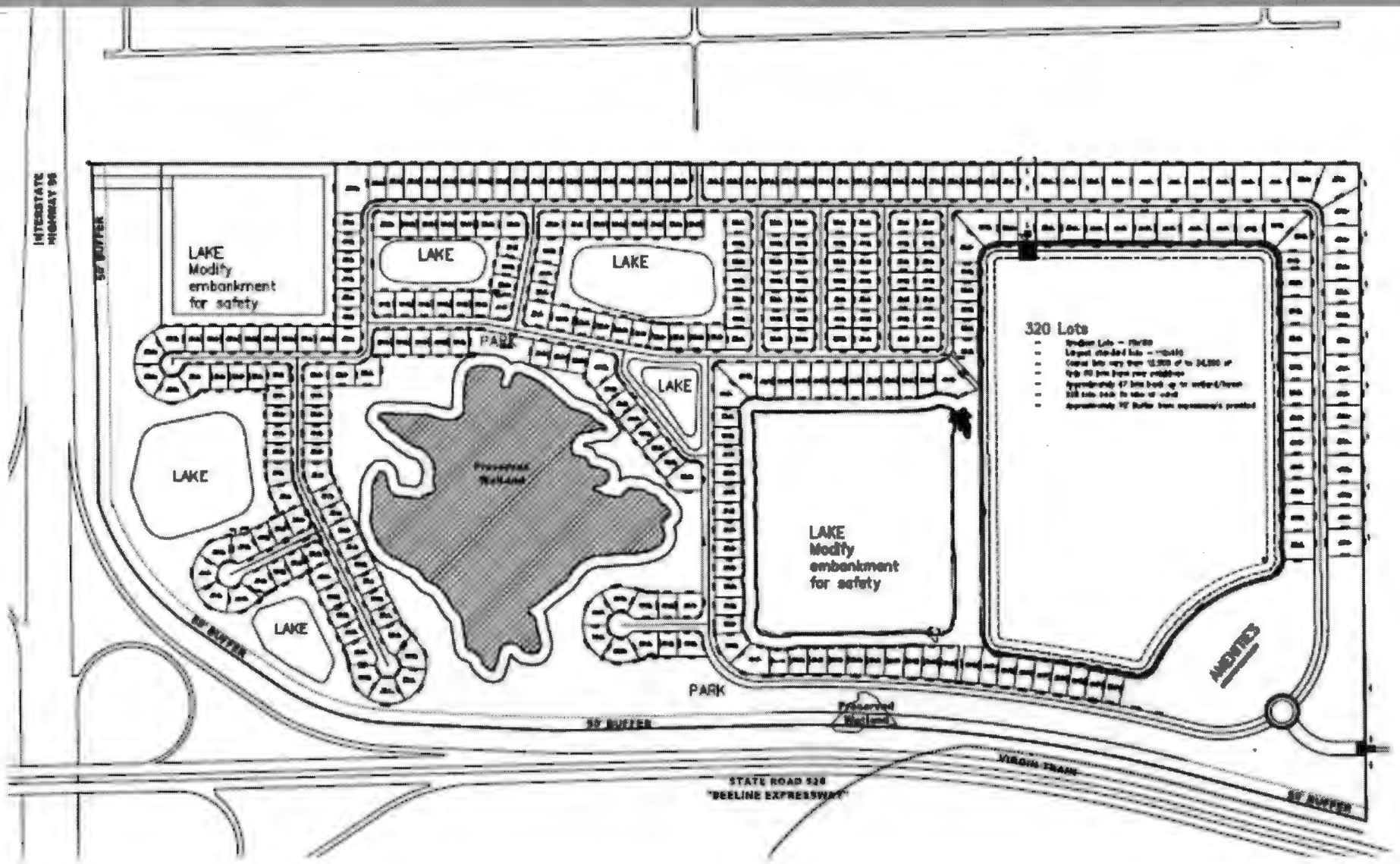
- The RU-1-7 zoning district is a low-density residential zoning designation which allows up to 7 single-family dwelling units per acre and designates minimum bulk regulations, most notably a minimum lot area of 7,500 square feet, minimum lot width of 75 feet, and minimum lot depth of 100 feet.

- The Concept Plans approved via the Settlement Implementation Agreement depict lots that meet these minimum bulk regulations or, in the case of the perimeter lots with a natural buffer, exceed those minimum bulk regulations.

- The RU-1-7 district allows only single-family dwellings as a principle use, with certain residential accessory structures.

COCOA FLORIDA

Concept Plan



Rezoning Analysis

Consistency with the Code of the City of Cocoa

- In accordance with Appendix A Zoning, Article XXI, Section 1(G), a total of 16 criteria are to be considered in the review of an application for a rezoning.

- These criteria address issues such as the established land use pattern, population density, the comprehensive plan, living conditions in the adjoining neighborhood, traffic congestion, public safety, drainage, property values, public welfare, and others related to the impact of the proposed change.

Rezoning Analysis

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

Staff Finding:

- The maximum density for RU-1-7 is approximately 7 units per acre, consistent with the Future Land Use Element of the Comprehensive Plan.
- However, Brevard County and the City agreed that the maximum gross density the property could achieve would be 2.03 residential units per acre.
- The proposed project includes 6 lakes and wetland areas which are not developable and therefore reduce the density calculation to 1.2 units per acre, far less than the maximum allowable density.

Rezoning Analysis

- Essentially, lot sizes will be smaller when the subject parcel is subdivided than what is currently established to the north and east of the subject property, but the existing population density pattern will be maintained overall due to the large amounts of open space required.

- For comparison, the Summer Breeze subdivision to the east of the subject property consists of 40 residential lots, of which 37 are .45 acre and 3 are over 2 acres. The overall density is 1.3 units per acre.

Rezoning Analysis

The schools currently serving students in this area are Fairglen Elementary and Cocoa Jr./Sr. High School. If every house in the new development had 1 elementary aged child and 1 middle/high school aged child, school capacity would be affected as follows:

- Fairglen Elementary is currently at 86% capacity and is expected to rise to 94% by 2023-24. It would be able to accommodate roughly one-third of the new students. Therefore we look to the adjacent schools and find that Cambridge, Saturn and Endeavor Elementary have sufficient capacity to accommodate the additional students.

- Cocoa Jr./Sr. High School is currently at 88% capacity and is also expected to rise to 94% by 2023-24. It would be able to accommodate two-thirds of the students. Sufficient capacity exists at Rockledge and Space Coast to accommodate the additional students.

COCOA FLORIDA

Rezoning Analysis

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

Staff Finding:

- The density of the proposed development has drastically decreased over the years from an initial 1000 dwelling units to a current maximum of 320 dwelling units, which is less than the agreed-to density of 2.03 units per acre and maximum 500 dwelling units with Brevard County.

- The gross density for the project, when considering the open spaces required by the approved Concept Plans in the Settlement Implementation Agreement, will be 1.2 units per acre, which is very consistent with the surrounding development pattern of 1 acre lots.

Rezoning Analysis

- The proposed development project would add 320 new housing units which, in turn, would generate roughly 3,062 additional daily trips, based on an average of 9.57 vehicle trips per dwelling unit (on a weekday) as established by the Institute of Transportation Engineers (ITE) Trip Generation Manual (7th Edition).

- If the existing development pattern of the Canaveral Groves area of 1 acre lots were applied to the subject property, then the maximum potential dwelling units would be 246, which would generate roughly 2,354 additional daily trips.

- The rezoning to RU-1-7, with the maximum 320 dwelling units, would result in a 708 trip differential.

COCOA FLORIDA

Rezoning Analysis

- Factoring in the effect of a new connection to Grissom Parkway will mean that many of the existing trips entering and exiting Canaveral Groves will likely be redirected to the new southern connection to Grissom Parkway.

- So although roughly 3,000 trips will be added to the overall development, most of those, along with many of the existing southern homeowner's trips will no longer be traveling on Alan Shepard Ave. which will reduce traffic congestion on Canaveral Groves Blvd.

COCOA FLORIDA

Rezoning Analysis

- Although a residential subdivision is not being proposed at this time for approval, pursuant to the Stipulated Settlement Agreement and Settlement Implementation Agreement, the future subdivision will have two public road access points.

- The northern access point will be at the existing southern terminus of Bahia Street.

Rezoning Analysis

- Brevard County must choose between two options for public road access at the southeastern corner of the project:
  - (1) Osage/Angelica Street, or
  - (2) south along the 100-foot wide drainage canal right-of-way connecting to Grissom Parkway

- The County has not yet formally notified the City of its choice. However, the Developer has indicated that they are proposing to create an intersection at Grissom Parkway to handle the increased trip demand.

- The connection to Grissom Parkway will provide all residents living in the Canaveral Groves area with a second, and for many a more direct access, to Grissom Parkway, and shortened travel time for trips to/from the south.

COCOA FLORIDA

Rezoning Analysis

Consistency with Comprehensive Plan Policies and Objectives

- The FLU Map designation for the subject property is "Very Low Residential" which allows the proposed RU-1-7 zoning district designation.

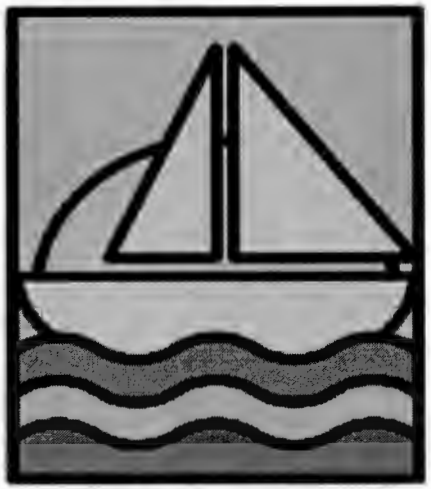
Concurrency Management/Adequate Public Facilities

- This will be addressed as part of the subdivision application.

Recommendation

Staff recommends that the Planning & Zoning Board recommend **approval** to City Council of the Zoning Map Amendment consistent with Appendix A, Zoning, Article XXII, to change the Zoning Map designation of one (1) parcel totaling 246.45 acres from Brevard County GU (General Use) to City of Cocoa RU-1-7 (Single Family Residential).

THE LAKES OF



CANAVERAL GROVES

Virgin TRAINS USA

Geographic Aerial



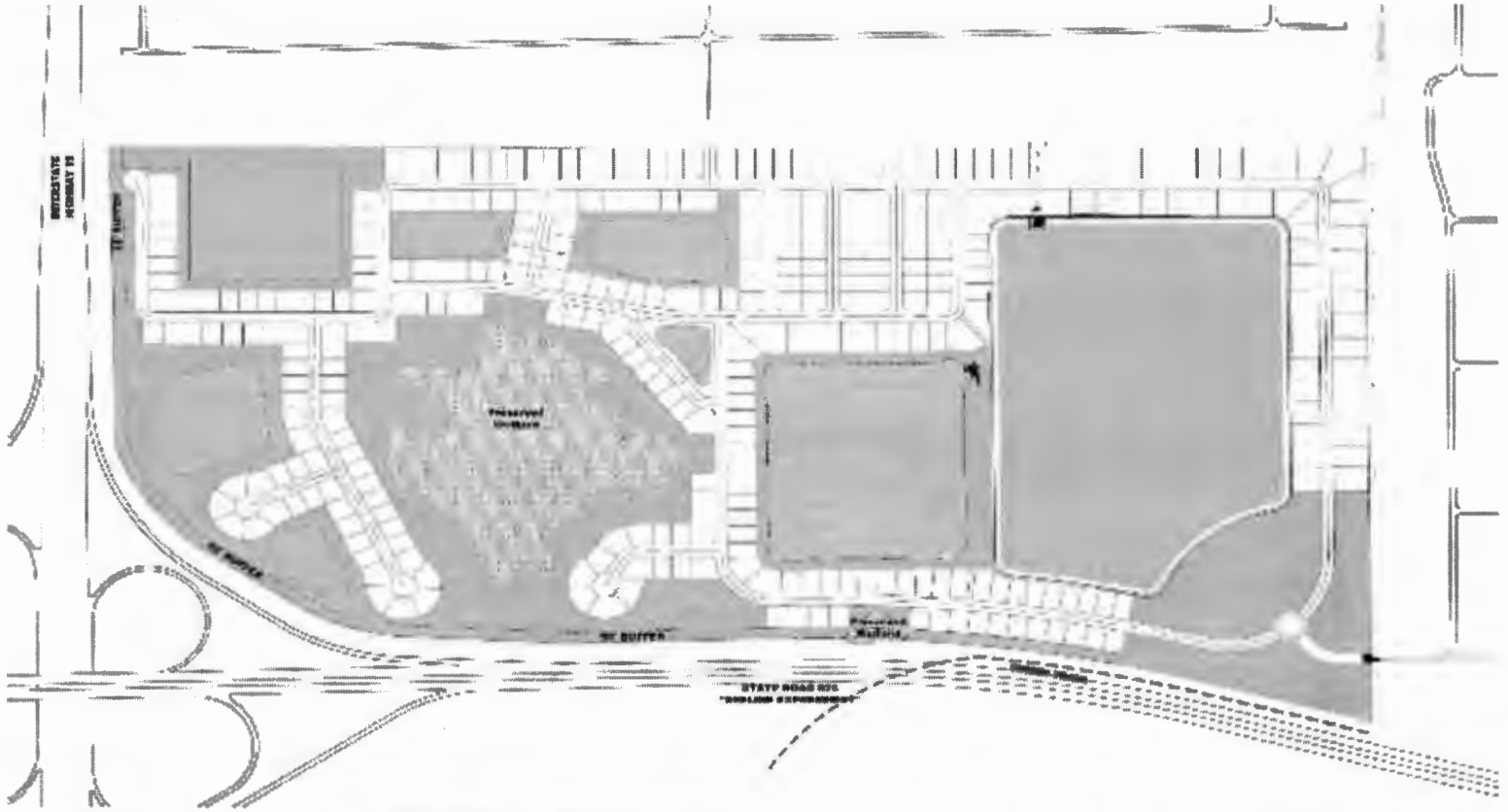
Location of Subject Property



Regulatory History of Subject Property

- ***August 2004*** -Annexation of Subject Property by City of Cocoa.
- ***September 2004*** -Brevard County sues City of Cocoa over Annexation.
- ***December 2007*** -Stipulated Settlement Agreement between Brevard County, City of Cocoa and Property Owners.
- ***July 2019*** -Virgin Trains obtains Settlement Implementation Agreement to develop the Subject Property.
- ***December 2019-*** Re-zoning application filed for Subject Property in accordance with Settlement Implementation Agreement.

Conceptual Site Plan



Development Process

- **Proposed Re-Zoning Application**
  - Proposed project is consistent and harmonious with the established land use patterns in the vicinity.
  - Proposed RU-1-7 will not create an isolated district, it will continue the single family character of the area.
  - Proposed density of 1.2 units per acre will not materially impact the public facilities such as schools, utilities, streets and other infrastructure.
  - Proposed district is consistent with the natural boundaries of area.
  - Proposed re-zoning is consistent with the City's FLU Map of Very Low Residential.
  - Establishing this district will make it consistent with the property's history.

Development Process

- Existing school capacity exists to accommodate the project.
- The proposed traffic impact will be mitigated by improving access to the site through Osage/Angelica Street and a new intersection at Grissom Parkway to the east. Additionally, a secondary access point to the north via the terminus of Bahia Street.
- Project will comply with all drainage requirements of the SJRWMD.
- The project's low density will not create a reduction in light or air of adjacent areas.
- The proposed project will have a positive affect on the adjacent home values.

Next Steps

- **Platting of Subject Property**
  - Tentative Plat for the project
  - Engineering Study to determine infrastructure needs
  - Conceptual engineering plan for site access proposals
  - Paving & Drainage plans for project
  - Water and Sewer Plans for project
  - Environmental Resource Permits with SJRWMD
  - Final Plat for the project
  - **Develop Model Homes (Home sizes range from 2,271 SF to 4,872 SF)**
  - **Building Permits**

Single Family Gold Series



Estates Homes Platinum Series



Virgin TRAINS U.SA

American Robin Single Family Model



Brown Pelican Single Family Model



Common Nighthawk Single Family Model



Dark-Eyed Junco Single Family Model



Virginia TRAINS U.SA

Eastern King Bird Single Family Model



Arbor Estate Home Model



Birch Estate Home Model



Deerwood Estate Home Model



Cypress Estate Home Model




N
95
I-95
HIGHWAY
628
ESTATE ROAD
#14

Legislation Details (With Text)

File #:	20-177	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	3/13/2020			**In control:**	City Council
On agenda:	3/25/2020			**Final action:**	
Title:	Approve the Minutes for the Regular meeting of February 26, 2020, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	02-26-2020 MINUTES.pdf EXHIBITI A: HCVMS PRESENTATION.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 13, 2020
Agenda Date: March 25, 2020
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes for the Regular meeting of February 26, 2020, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council approves the minutes of all its meetings.

RECOMMENDED MOTION:

Approve the Minutes for the Regular meeting of February 26, 2020, as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

February 26, 2020

A Regular City Council Meeting was held on Wednesday, February 26, 2020, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Williams called the meeting to order at 6:02 p.m.

Chief Lamm provided the invocation and Councilmember Boisvert led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

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

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Nancy Bunt, Community Services Director; Michael Cantaloupe, Chief of Police; Jonathan Lamm, Fire Chief; Bryant Smith, Public Works Director; Rebecca Bowman, Finance Director; Gail Bantugan, Leisure Services Manager; Jason McCuen, Helpdesk Support Tech; Dodie Selig, Planning Manager; Samantha Senger, Assistant to the City Manager/ Public Relations Specialist; and Kenny Jones, Public Works.

II. Approval Of Agenda And Minutes:

1. Agenda: Regular Meeting of February 26, 2020 (20-78)

2. Minutes: Regular Meeting of December 11, 2020 (20-133)

The Agenda was amended to move Item VI.2 under Consent to Council Business Item VIII.6, and to move Consent Item VI.6 to City Business Item IX.5. Reports will also be moved to the end of the agenda.

*** MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Goins, to approved the Agenda with amendments for the Regular meeting of February 26, 2020.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

*** MOTION by Councilmember Koss; Seconded by Councilmember Boisvert, to approve the Minutes for the Regular meeting of December 11, 2020 as written.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. Proclamation: "Black History Month". (20-73). (Mayor Williams)

Deputy Mayor Goins read the proclamation into the record.

2. Proclamation: "2020 Census". (20-74). (Mayor Williams)

Councilmember Koss read the proclamation into the record.

Ms. Senger thanked Council for the proclamation and explained the importance of the 2020 Census. She thanked the members of the Census committee and all of the other participants.

3. Historic Cocoa Village Main Street Presentation--Short Year in Review. (20-75). (Emma Kirkpatrick, HCVMS)

Ms. Kirkpatrick, President and Allan Chapman, the Executive Director of Historic Cocoa Village Mainstreet provided a presentation[1] which included the history of

[1] EXHIBIT A: Historic Cocoa Village Mainstreet Presentation

the organization and current statistics as well as upcoming projects/events hosted by them.

She pointed out that meetings are held on the second Tuesday of the month at 5:30 p.m. at the Porcher House.

4. Recognition of Mr. Robert Boyd, with Time Out Sports Bar and Grill in Cocoa Village. (20-76). (Mayor Williams)

Mr. Boyd was not in attendance.

5. Recognition of Mr. Rick Wynn for his participation in the Holiday Parade and presentation of "Santa" plaque from Brevard County Parks and Rec. (20-77). (Mayor Williams)

Mayor Williams announced that Mr. Wynn played Santa in the holiday parade and he wanted to recognize him for his efforts and for all that he does within the community. He presented him with a plaque from Brevard County Parks and Recreation and a certificate from the City.

Mr. Wynn mentioned that they love being back in Brevard so it was an honor to do this for the City. Everyone should be involved and work together.

IV. Delegations:

Johnnie Dennis, 3710 Catalina Drive, Cocoa, believes that bean bag rounds instead of deadly force should be used when people do not have a gun.

Aleck Greenwood, 640 Brevard Avenue, Cocoa, spoke about parking in the village. He spoke about the original CRA agreement and parking was never to be a burden of property owners. He spoke about the parking garage in Cape Canaveral and noted that Ivey Construction was in charge of that project. There are people who have key access and names for bond and grant money. He will provide more information at the next CRA meeting. He thanked the Fire Chief and City Clerk's office for providing the information that he requested.

Anita Gibson, 451 Stone Street, Cocoa, was advocating for a cold case unit in Cocoa. This is needed because the black citizens need to feel that they count and are being looked out for. She has been speaking to mothers of those who have been murdered and feel nothing is being done to help them. She does not want anyone else to get a phone call like she did. She will do research but wanted to know if there was budget or grant funds to help with this. She will continue until there is a cold case unit.

Deputy Mayor Goins mentioned that this was another opportunity to put her son's name out there and asked her to provide that information.

Mr. Robert Boyd with Time Out Plus arrived and Mayor Williams thanked him for all of his support with the Space Coast League of Cities dinner and his ongoing lunches that he provides to the Fire and Police Departments. The City appreciates all that he does. Chief Cantaloupe also thanked him and Chief Lamm echoed their sentiments. Mayor Williams feels that Mr. Boyd is a champion in the community.

VI. Consent Agenda:

1. Approve a Resolution Amending the FY2020 Budget, BAF#20-026-T, for the Purchase of a 2020 Ford F350 Cab & Chassis utilizing the Sourcewell (Formerly NJPA) Contract #2020-120716. (20-103). (Public Works Director)

2. Accept the Brevard County Lucas Chest Compression Grant Revenues and Approve a Resolution Amending the FY2020 Budget, BAF#20-041-A. (20-114). (Fire Chief)

3. Approval to apply for a Firehouse Subs Grant, to Purchase Hydraulic Vehicle Extrication Equipment. (20-116). (Fire Chief)

4. Approve a Resolution increasing the contingency for the Barbara Jenkins Street relining of various sized pipes from 10% to 15%, for a total project authorization of $122,749.85 and approve City Manager authority to approved related Change Orders. (20-127). (Public Works Director)

5. Approve Participation in a Cooperative Purchase Agreement with Insituform Technologies, LLC for Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers Utilizing the City of Daytona Beach Contract No. 0118-2600 effective February 7, 2019 through September 18, 2020 (20-81). (Utilities Director)

6. Approve Task Order 2020-05 with Jacobs to provide services to the City's personnel on Repair and Maintenance (R&M) projects in the form of additional project management assistance, contractor monitoring and documentation of activities, data management, and quality control assistance for R&M Programs; To Approve a Resolution Amending to FY2020 Budget. (20-89). (Utilities Director)

7. Approve Task Order 2020-02 with Jacobs to Assist with Contractor Oversight, Quality Control, Public Relations, and Data Management for the Cross Connection Control Program, Project No. WS13BC; To Approve a Resolution Amending to FY2020 Budget, BAF#20-033-T. (20-90). (Utilities Director)

8. Approve Task Order 2020-11 with Carollo Engineers, Inc. to assist Sewer Field Operations (SFO) in Project and Assessment Information Management Assistance, Quality Control Process Development, Long-Term Strategic Planning, and SCADA Maintenance; To Approve a Resolution Amending the FY2020 Budget, BAF#20-037. (20-91). (Utilities Director)

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. Public Hearings:

1. Ordinance No. 03-2020/ 2nd Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXII, to change the Zoning Map designation of one (1) parcel totaling 246.45 acres from Brevard County GU (General Use) to City of Cocoa RU-1-7 (Single Family Residential). (20-61). (Community Services Director)

Attorney Garganese read Ordinance No. 03-2020 into the record, by title only as follows. He advised that this was the second and final reading of the ordinance.

ORDINANCE NO. 03-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 246.45 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE NORTH EAST CORNER OF HWY 528 AND INTERSTATE 95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY GU (GENERAL USE) TO CITY OF COCOA RU-1-7 (SINGLE-FAMILY RESIDENTIAL); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Selig mentioned there were no changes since the first reading.

Mayor Williams opened the hearing to the public.

Ed Silva, Canaveral Groves, advised that Commissioner Pritchard was given about five hundred signatures for Cocoa and the county asking them to find other ways for this train to come through Cocoa without going through Canaveral Groves. He

felt that what was being done would affect the livelihood and safety of Canaveral Groves.

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

Mr. Kendall Moore with Moore Law Group, 895 Barton Blvd, in Rockledge, reiterated that they are here tonight as a result of a Settlement Implementation agreement which required them within a certain number of days of signing to come before the City for a rezoning. He provided a detailed background of the process and project. He mentioned that they have taken many calls and concerns from residents and will continue to do so.

* **MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Goins, to approve Ordinance No. 03-2020 on second and final reading.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Pass on Second Reading Ordinance 13-2019: Adopting amendments to the City of Cocoa Comprehensive Plan based on the City's Evaluation and Appraisal Report (EAR) of the Comprehensive Plan pursuant to Section 163.3191, Florida Statutes and authorizing transmittal to the Florida Department of Economic Opportunity. (20-84). (Community Services Director)

Attorney Garganese read Ordinance No. 13-2019 into the record, by title only as follows. He advised that this was the second and final reading of the ordinance.

ORDINANCE NO. 13-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; ADOPTING AMENDMENTS TO THE CITY OF COCOA COMPREHENSIVE PLAN BASED ON THE CITY'S EVALUATION AND APPRAISAL OF THE COMPREHENSIVE PLAN PURSUANT TO SECTION 163.3191, FLORIDA STATUTES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN; LEGAL STATUS OF THE COMPREHENSIVE PLAN AMENDMENTS; SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Selig explained that there were no changes made and the State also sent a letter with no changes or comments to the original submittal from September. They have 10 days to send back to the State after it is approved by the City.

Councilmember Koss asked about the Resiliency Plan. In response, Ms. Selig explained that the plan was included as part of the background. Additionally, City Manager Titkanich noted that data from the draft resiliency plan helped in the updating of the Comp Plan.

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

* **MOTION by Councilmember Warner; Seconded by Councilmember Koss, to approve Ordinance No. 13-2019 on second and final reading.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Conduct a Public Hearing to obtain citizen input and comments on housing and community development needs; approve recommendations on FY2020-2021 CDBG and HOME program funding; and provide notice to solicit public comment and notice of final public hearing scheduled for May 13, 2020. (20-97). (Community Services Director)

Ms. Bunt noted that for FY 2020-2021 the City anticipates receiving $177,490 in CDBG funds from the U.S. Department of Housing & Urban Development (HUD). The City also anticipates receiving $65,872.88 in HOME Investment Partnership Program (HOME) funds from HUD as part of the Brevard County HOME Consortium which is composed of the cities of Cocoa, Melbourne, Palm Bay, Titusville, and Brevard County.

She explained the guidelines for the use of both CDBG and HOME funds and noted that all activities carried out with CDBG and HOME funds must be consistent with the priorities and needs of the five (5) year Consolidated Plan. A one (1) year Action Plan must be completed and submitted to HUD through Brevard County, Consortium's lead entity, addressing those needs. Prior to submittal, a 30-day public comment period and a second public hearing must be conducted. The FY2020-2021 Action Plan must be submitted to Brevard County by June 19, 2020 for submission to HUD.

Staff advertised a notice of funding availability along with a Request for Proposals using the anticipated grant allocations. In addition to city staff generated requests, four (4) proposals were received. All proposals were reviewed at a publicly noticed meeting by a staff review committee. The committee consisted of: Charlene Neuterman, Deputy Community Services Director; Ibis Berardi, Housing Program Manager; Anthony Hagan, Grants Administrator; Christine Kuhn, Staff Accountant; and Rebecca Bowman, Finance Director. She explained how the proposals were

evaluated and based on thorough review, the committee's recommendations are as follows:

CDBG Public Services - Maximum 15% allowed $26,623			
Name of Agency	**Description of services to be provided**	**Amount Requested**	**Amount Recommended**
Community Services Council of Brevard - Senior Nutrition Program.	Provide 9,200 well-balanced nutritional meals to 92 frail and nutritionally at risk seniors.	$8,500	$8,500*
Central Brevard Sharing Center	Provide daily nutritional meals to 1,600 low/mod income persons.	$15,000	$13,123*
The Salvation Army North Central Brevard Corps	Provide daily nutritional meals and provide basic necessities to 75 residents of their domestic violence shelter.	$5,000	$5,000
Family Promise	Provide transportation to 140 homeless individuals.	$5,600	$0.00
CDBG Other/Public Improvements - $115,369			
Section 108 Loan Guarantee Program	Repayment of Section 108 Loan	$115,369	$115,369*
CDBG Administration - 20% - $35,498			
City Staff			$35,498*
Fair Housing			$1,000
Total CDBG Admin $36,498			
Total CDBG Allocation			***$177,490***
****Any increase or decrease in funding will be deducted from the award.***			

HOME Administration - 8% - $5,269*			
City Staff			$5,269*
HOME CHDO & Housing Set Aside - $60,603.88*			
CHDO Housing Activity	15% Mandatory CHDO set aside		$9,880*
Housing and CHDO	Housing Activities	$50,723.88	$50,723.88*
Total HOME Allocation			***$65,872.88***
****Any increase or decrease in funding will be deducted from the award.***			

As required by the City's Citizen Participation Plan, staff is requesting City Council hold a Public Hearing to obtain citizen input and comments on housing and community development needs and approve recommendations on FY2020-2021 CDBG and HOME Program funding. Upon City Council's approval, a 30-day public comment notice listing proposed projects along with the corresponding Action Plan will be advertised in the Florida Today newspaper. The notice will also inform the public of the date of the second and final Public Hearing, which will be held on May 13, 2020.

Councilmember Koss asked when the review was done and Ms. Bunt advised it was January. The proposal went out in November and it is typically a four to six week timeframe.

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

David Brubaker, President and CEO of Central Brevard Sharing Center, 701 Aurora Street in Cocoa, spoke about the Community Kitchen Program. He thanked all of those who have been out to visit. The program has been in existence for thirty-one years and is the only consistent feeding site. A hot lunch is served Monday through Saturday and bagged lunches are served on Sundays. One hundred percent of the funds will go to purchasing food. There were over 11,680 meals served between October and December and 1,301 were registered of which 72% or 936 of those are citizens of Cocoa. The investment speaks volumes in the community for those who struggle to make ends meet. They serve infants to elders and there is no racial divide when it comes to poverty. He thanked Cocoa for its support.

Mayor Williams thanked him and noted that the City was aware that there was an issue with the sidewalks on Aurora.

Cindy Mitchell, Director with the Salvation Army, advised that they were celebrating their 36th year as the first domestic violence center in Brevard County. The request is specifically for food to feed residents during their stay. Usually, when a person leaves a bad situation they arrive with nothing, so it is their job as a center to provide these victims with resources.

Paula Shroeder, Aging Matters in Brevard, thanked the City for partnering with them for many years. They feed the elderly who are homebound and they have congregant dining as well for those who are able to have social interaction. She mentioned that 20,000 meals were served in 2018/2019 and they were on track to do that again in this coming year. Social interaction is so important for the elderly and volunteers going door to door is a great thing. They are looking forward for Council to help serve meals during “March for Meals”.

*** MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Goins, to approve.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. Council Business:

1. Consider the Appointment of Mr. Randal Hiester as the 2nd Alternate Member to the Board of Adjustment. (20-104). (Administrative Services Director)

* **MOTION by Councilmember Warner; Seconded by Councilmember Boisvert, to approve the appointment of Randal Hiester as the 2nd Alternate Member to the Board of Adjustment.**

AYES: Williams, Goins, Boisvert, Warner[2]

THE MOTION CARRIED UNANIMOUSLY (4-0)

2. Approve the Code Enforcement Lien for the property located at 315 Belmont Dr. be Reduced to $2,000.00, as recommended by the Code Enforcement Board. (20-62). (Chief of Police)

Chief Cantaloupe provided a detailed background of this code case and announced that there were no current code violations.

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Warner, to approve the Code Enforcement Lien for the property located at 315 Belmont Dr. be Reduced to $2,000.00, as recommended by the Code Enforcement Board.**

AYES: Williams, Goins, Boisvert, Warner[3]

THE MOTION CARRIED UNANIMOUSLY (4-0)

3. Request to approve a date change for the street closure for the Annual Village Idiot Pub Fun Run from March 27, 2020 to April 3, 2020. (20-72). (Assistant to the City Manager/ Public Relations Specialist)

* **MOTION by Councilmember Warner; Seconded by Councilmember Boisvert, to approve a date change for the street closure for the Annual Village Idiot Pub Fun Run from March 27, 2020 to April 3, 2020.**

AYES: Williams, Goins, Boisvert, Koss, Warner[4]

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Consider the Cancellation of the Regular City Council Meeting on December 23, 2020 due to the holidays, and consider the change of November meeting dates

[2] Councilmember Koss exited the meeting at 7:10 p.m. and was not included in the vote
[3] Councilmember Koss exited the meeting at 7:10 p.m. and was not included in the vote
[4] Councilmember Koss returned to the meeting at 7:12 p.m.

due to the holidays and November 3, 2020 election. (20-79). (Administrative Services Director)

* **MOTION by Councilmember Warner; Seconded by Councilmember Koss, to approve the Cancellation of the Regular City Council Meeting on December 23, 2020 due to the holidays, and consider the change of November meeting dates due to the holidays and November 3, 2020 election.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Consider the Appointment of Mr. Todd Anderson as a Regular member of the Planning & Zoning Board and Ms. Aerial Glass as the 2nd Alternate member of the Planning & Zoning Board. (20-99). (Administrative Services Director)

Councilmember Koss mentioned that Ms. Glass lives and works in Cocoa and asked if they wanted to bring new members onto the board.

Councilmember Warner advised that it can be hard going onto that Board so starting as an alternate might be a good thing so that they can learn and gain experience as to what the board does.

* **MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Goins, to approve the Appointment of Mr. Todd Anderson as a Regular member of the Planning & Zoning Board and Ms. Aerial Glass as the 2nd Alternate member of the Planning & Zoning Board.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

6. Approve Budget Adjustment 20-038-A, Amending the FY2020 Budget for the Capital Project Fund Riverfront Park/Lee Wenner. (20-106). (Finance Director)

Ms. Bowman explained that this item was being brought forth in order to correct an error that was found. This changes the fund balance and therefore had to be brought to Council in order to correct the error.

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Warner, to approve the Budget Adjustment 20-038-A, Amending the FY2020 Budget for the Capital Project Fund Riverfront Park/Lee Wenner.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. City Business:

1. Approve Task Order 2020-07, City of Cocoa America's Water Infrastructure Act (AWIA) Section 2013 Compliance Support, with Jacobs Engineering Group (Jacobs) to Provide Assistance to the City of Cocoa to meet the AWIA Requirements including Project Initiation, Risk and Resiliency Assessment, and Emergency Response Plan Update; To Approve a Resolution Amending the FY2020 Budget, BAF# 20-044-T. (20-100). (Utilities Director)

   Mr. Walsh advised that this contract has taken a little more time than expected and CH2 has agreed to move forward. This is a tight time frame but he has been assured that things will be done. He explained the project in furtherance.

* **MOTION by Councilmember Koss; Seconded by Councilmember Warner, to Approve Task Order 2020-07, City of Cocoa America's Water Infrastructure Act (AWIA) Section 2013 Compliance Support, with Jacobs Engineering Group (Jacobs) to Provide Assistance to the City of Cocoa to meet the AWIA Requirements including Project Initiation, Risk and Resiliency Assessment, and Emergency Response Plan Update; To Approve a Resolution Amending the FY2020 Budget, BAF# 20-044-T.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve the removal of an oak tree in the right-of-way adjacent to 1203 Oxford ~~Drive~~ Way to be replaced with oak tree(s), equaling the diameter of the tree to be removed, to be planted at Bracco Pond. (20-85). (Community Services Director)

   Ms. Bunt provided a history on the item and advised that the Planning & Zoning Board recommended approval. The tree would be placed at Bracco Pond.

* **MOTION by Councilmember Warner; Seconded by Deputy Mayor Goins, to Approve the removal of an oak tree in the right-of-way adjacent to 1203 Oxford Way to be replaced with oak tree(s), equaling the diameter of the tree to be removed, to be planted at Bracco Pond.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approve a Resolution Amending the FY2020 Budget, reducing the reliance on Fund Balance and reducing the expense budget for project retainage, BAF # 20-029-A1 and A2. (20-96). (Finance Director)

Ms. Bowman explained the item was similar to the other item. This is restoring money into accounts and getting things aligned. This error was discovered through account analysis for FY 2020.

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Warner, to Approve a Resolution Amending the FY2020 Budget, reducing the reliance on Fund Balance and reducing the expense budget for project retainage, BAF # 20-029-A1 and A2.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Approve Task Order 2020-06 with the Jacobs Engineering Group (Jacobs) to assist the Dyal Water Treatment Plant with Program Management Services, Instrumentation and Control System Support (SCADA), and Design Management and Construction Project Services for Operating Revenue and Capital Improvement Plan Projects; To Approve a Resolution Amending the FY2020 Budget, BAF#20-040-T. (20-98). (Utilities Director)

* **MOTION by Councilmember Koss; Seconded by Councilmember Boisvert, to Approve Task Order 2020-06 with the Jacobs Engineering Group (Jacobs) to assist the Dyal Water Treatment Plant with Program Management Services, Instrumentation and Control System Support (SCADA), and Design Management and Construction Project Services for Operating Revenue and Capital Improvement Plan Projects; To Approve a Resolution Amending the FY2020 Budget, BAF#20-040-T.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Approve Task Order 2020-01 with Jacobs Engineering Group (Jacobs) fka CH2M Hill Engineers, Inc. for Program Management Services for Operating Revenue (OR) Projects, Project No. WS1221; Task Order 2020-03 for Program Management Services for Bond Funded Projects, Project No. WS19BO; and Task Order 2020-04 for Plan Review Services to include Engineering Land Development Review, Project No. WS1221; To Approve a Resolution Amending the FY2020 Budget, BAF#20-043-T. (20-63). (Utilities Director)

Mr. Walsh noted that this item was due to the combining of project management services. He provided a brief history on the project. He noted that this would carry them through the rest of the year.

Councilmember Koss asked about getting more engineers on staff and how we were trending.

In response, Mr. Walsh pointed out that they were not seeing many candidates come through. Many are unqualified and with all of the open positions on the engineering side, it hinders the department from getting things done.

Councilmember Koss inquired if Human Resources was doing anything to attract more applicants. Ms. Gemmati explained that the issue was the Space Center. Competition is high. They could look into a salary comparison, which would not compare to other municipalities but they could look at the private sector.

Mr. Walsh agreed that it was getting more competitive but it is in all sectors, not just ours.

City Manager added that they had adjusted salaries in order to be competitive but no sooner that we do this, the private sector does an adjustment. He assured Council that staff continues to monitor this.

Councilmember Warner stated that this is a problem in every position. City Manager Titkanich advised the main areas were IT, engineers, and police.

* **MOTION by Councilmember Koss; Seconded by Councilmember Warner, to Approve Task Order 2020-01 with Jacobs Engineering Group (Jacobs) fka CH2M Hill Engineers, Inc. for Program Management Services for Operating Revenue (OR) Projects, Project No. WS1221; Task Order 2020-03 for Program Management Services for Bond Funded Projects, Project No. WS19BO; and Task Order 2020-04 for Plan Review Services to include Engineering Land Development Review, Project No. WS1221; To Approve a Resolution Amending the FY2020 Budget, BAF#20-043-T.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

Multi-Year Contracts:

6. Approve a multi-year agreement with Policy Confluence, Inc. (DBA National Research Center, Inc.) to conduct a community survey; approve a Resolution approving the vendor as a single-source provider; approve a Resolution amending

the FY2020 Budget (BAF#20-042-T) and authorize the City Manager to finalize and execute the Enterprise Services Agreement. (20-120). (City Manager)

City Manager Titkanich spoke in regards to this item and advised that the City was preparing the Strategic Plan. /one thing they feel is important is resident opinions. He provided a sample of what the surveys would entail and that notices will also be mailed out as reminders. They are also electing to have this done in Spanish due to the amount in the Cocoa population. It will also break the information down into the four districts. Lastly, he stressed the importance to ensure the demographic cross tabs sot that all views and input are being done by all members of the community.

They are offering the City the 2019 price and a 10% discount.

He further explained that the survey would be revised to be specific to the community. He provided further examples and how they could compare with the current statistics. Staff was working with the City Attorney's office in regards to some of the wording of the country. They are aiming for the end of April for the mailing of postcards and then surveys will be mailed and data collection will take place around June. They should receive final results by July 20th.

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Koss, to Approve a multi-year agreement with Policy Confluence, Inc. (DBA National Research Center, Inc.) to conduct a community survey; approve a Resolution approving the vendor as a single-source provider; approve a Resolution amending the FY2020 Budget (BAF#20-042-T) and authorize the City Attorney and City Manager to revise and finalize and execute the Enterprise Services Agreement.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

7. Approve the Second and Final Amendment to Purchase Agreement with Anderson Diving d/b/a Logan Diving and Salvage, Inc. effective March 5, 2020 through March 4, 2022, under RFQ-14-19-COC Subaqueous Pipeline Assessment. (20-80). (Utilities Director)

This is was requested to be pulled as they need to work on the agreement. It will be brought back at an appropriate time.

* **MOTION by Councilmember Warner; Seconded by Councilmember Boisvert, to pull this time from the agenda.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

8. Approve a Task Order by S&ME to develop a Parks & Open Space Master Plan in the amount of $59,800 based upon a multi-year Professional Services Agreement between the City of Cocoa and S&ME, Inc. executed on March 13, 2019. (20-86). (Community Services Director)

Ms. Bunt pointed out that this was a Council priority and she provided a detailed explanation of what this entailed.

Deputy Mayor Goins clarified that this would include all of the City's parks. In response, City Manager Titkanich answered in the affirmative. Deputy Mayor Goins stated that his problem with spending this amount of money was that currently Brevard Parks and Rec does not help with the parks. He was worried we would still have substandard maintenance.

City Manager Titkanich advised that it was more than just maintenance. Facilities and services were not being maximized so this was laying a foundation for that and felt it was critical.

Deputy Mayor Goins reiterated frustrations with Brevard County Parks and Rec.

Councilmember Warner pointed out that this has been going on for a long time. She spoke of a review board that was formed about 20-22 years ago and they spent a lot of time reviewing parks. A lot of time was also expended on what purchases the City would have to make in order to take care of the parks, equipment, and employees. At that time it was about $3 million and that was twenty years ago. She felt that we needed this in order to move forward.

Assistant City Manager Fuhrer mentioned that this was a unique arrangement. The current maintenance agreement expired in 2011 and we are still operating under that agreement which stated that parks should be maintained in a good position. They got the County to install actual maintenance standards which is also unique and he explained what those entailed.

The County Commission has asked for an analysis on all of the parks in Brevard that they provide maintenance to. Nothing will be brought forward at this time but a workshop will be done with Council in order to better understand why we got to where we are at. This is not just a problem in Cocoa but also other cities. It dates back to the 1960's and a detailed history will be prepared prior the workshop so that it can be reviewed. He feels that a workshop setting would be the most appropriate.

Mayor Williams agreed and would like to invite some of the kids to come and give their input as well.

* **MOTION by Deputy Mayor Goins; Seconded by Councilmember Koss, to Approve a Task Order by S&ME to develop a Parks & Open Space Master Plan in the amount of $59,800 based upon a multi-year Professional Services Agreement between the City of Cocoa and S&ME, Inc. executed on March 13, 2019.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

9. Approve a Sole Source Resolution and Execute a Multi-Year Premier Power Services Contract between the City of Cocoa and Duke Energy Florida, LLC (Duke). (20-87). (Utilities Director)

Mr. Walsh presented the item and mentioned that staff has been working on this for some time. They are required to have backup power at the water plant. He explained prior problems with generator failure. With this agreement, Duke would lay out the capitol investment which would save the City and they would be required to provide backup power.

Councilmember Koss asked about the lifecycle of the generators. In response, it was stated they last twenty to thirty years.

Mr. Walsh explained the new technology of the generator as well and pointed out that there are pieces that can be replaced instead of the whole piece of equipment.

A representative from Duke advised that if something was to go wrong, Duke backs up the contract. He further assured Council that they will be on site once a month and do regular checks.

* **MOTION by Councilmember Warner; Seconded by Councilmember Boisvert, to Approve a Sole Source Resolution and Execute a Multi-Year Premier Power Services Contract between the City of Cocoa and Duke Energy Florida, LLC.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

X. Informational Agenda:

1. FY 2020 Budget Adjustment Report. (20-109). (Finance Director)

2. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (20-110). (Finance Director)

3. Data showing the relation between the estimated and actual income and expenses to date. (20-111). (Finance Director)

4. Fire Incident Summary Report for Service Calls responded to by Cocoa Fire Rescue in January, 2020. (20-115). (Fire Chief)

5. Cocoa Police Department District Event Statistics for the month of December, 2019. (20-122). (Chief of Police)

6. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2019 to 01/31/2020. (20-88). (Finance Director)

V. Reports:

Deputy Mayor Goins asked if volunteers were still scheduled to go to Fern and Prospect park to clean it up on February 29, 2020. Mr. Smith responded in the affirmative and advised that there have been a number of volunteer groups reach out to see if there were any areas that they could help out with.

Deputy Mayor Goins commended Public Works on getting the trees out of the park.

Mayor Williams hoped that lighting would be put up under the pavilion.

Ms. Bowman reported that the purchasing division would be changing their online bidding program from Demand Star to Vendor Link. This information has been disseminated and posted on social media and other platforms.

She also announced that she has spoken with the City's auditor and requested that the audit be done by the end of April instead of March. She mentioned that there were bonding issues but those agencies have been contacted and the City would still be in compliance.

Lastly, she advised that Finance had participated in the Citizens Academy.

Deputy Mayor Goins asked if there was a cost for Vendor Link in which Ms. Bowman stated there was not.

Chief Lamm spoke of the Fire Department's participation in the Citizens Academy and thanked Ms. Senger for including them.

Ms. Bunt announced that Marco Delano and Will Carbonell passed their tests so they are both hired on permanently.

She reminded Council that Habitat for Humanity was hosting a house dedication at 405 Blake Avenue to celebrate Shamika Adams getting her new home on March 5, 2020.

Deputy Mayor Goins thanked Ms. Senger and everyone at City Hall for the tour and he advised that the Emma Jewel students had a great time. He also thanked Ryan's for the pizza donation at the last minute.

He reminded all of the clean-up at Fern and Prospect Park on February 29, 2020.

He noted that April 30th was the Florida League of Cities read event for ages 3-8 and urged all of Council to pick a school for that date and participate.

Deputy Mayor Goins further requested a consensus from Council regarding "Ban the Box" and explained what this would entail. He was not sure what direction it would go but knew that staff would have to come back with information. A video was shown to all in the assembly.

City Manager Titkanich added that this past Friday he attended an ICMA event and there were many communities doing this. If they desire the City could move forward to implement the process.

Deputy Mayor Goins understands that there are consequences and if the background came back with items showing then the correct thing would have to be done but he feels it was the City's job to give citizens a chance.

Discussion was held on what the current application states and Ms. Gemmati explained. Councilmember Warner felt that we might be eliminating a lot of candidates.

Ms. Gemmati assured Council that applicants were not being eliminated and explained in furtherance how the process works.

Mayor Williams advised that the City of Tallahassee has been doing this for a number of years but he was aware of an incident in the City. Ms. Gemmati explained why certain processes are done.

Deputy Mayor Goins felt that if the City implemented this we could be an example for other businesses and they may follow suit. He wants to be able to help people.

Councilmember Warner thanked Ms. McLaughlin and Ms. Sondra Mitchell for a great Black History Month program at the Moore Center last night. She encouraged people to go by and view the photographs that were taken of the children representing the historical people they are presenting.

She announced that retired Deputy Sheriff Beau West had passed who was a long time City resident. He lived on Broadmoor Drive. He made mailboxes for all of the neighborhood. There will be a service on Saturday at the Masonic Temple on Carmalt Street. He worked the West side when he was with BCSO.

Councilmember Warner spoke about a conversation she had with City Attorney Garganese a few weeks ago regarding those coming and speaking under delegations who do not live in Cocoa. In the past a policy was developed and unless you were speaking about taxes you pay or a water bill you pay to the City, then you do not speak under delegations. Evidently there were changes to the policy due to changes that were made by State law. She would like for the policy to be looked into because she believes that we are not following policy.

She asked Council if it was okay for the City Attorney to provide a brief history at the next meeting. She feels that it is a disservice to citizens to have to sit and listen to them.

Mayor Williams was not sure who she was referring to other than the one with the National Action Network and we always allow those groups.

Councilmember Koss mentioned that Ben Brotemarkle with the Historical Society will be presenting to Council at the next council meeting.

She mentioned that the YMCA was having money issues and they will be speaking with the City when the budget season approaches. In this area there is the museum, the planetarium, and college. She believes that there are a lot of possibilities in this area and she feels that collaboration would help everyone realize its potential as an academic district.

She would like an opportunity to tour that area and to get ideas to see how or what needs to be done. She asked if this would be possible. City Manager Titkanich advised that it would be a posted notice and the general opinion is that you should have a schedule so that members of the public have the opportunity to attend as well.

Councilmember Koss would like to organize this and maybe speak with the Provost at the college, tour the neighborhoods, etc.

She further noted that Mr. Brotemarkle has agreed to do some consulting for the Leon and Jewel Collins Museum because there have been numerous calls from citizens in regards to this. He is going to start interviewing, beginning with Ms. Collins. She would like to tour the Wells Built Museum in Orlando as she believes this would be helpful and will help with getting the criteria for developing archives at the Leon and Jewel Collins Museum.

Lastly, she spoke of her attendance at the upcoming Metropolitan Planning Organization Advisory Council Institute on the Art of Science and Transportation Planning in Orlando on March 20, 2020. It will be a three-day conference.

Mayor Williams announced that the Cocoa High School girls basketball team won their regional championship and would be playing in Lakeland.

Additionally, the EFSC mens basketball team won seven consecutive conference championships and are in the playoffs. They won the game last night and would like for all to come out and watch games. He wished that the City could get behind these teams and support them.

He apologized that he could not attend the PAL event as he was already committed to an event at EFSC.

Mayor Williams asked Mr. Smith about the issues in Virginia Park regarding grass that needs to be cut. He was hoping that staff could take a look at it. In response, City Manager Titkanich advised that this was more of a Code issue than a Public Works issue. They cannot fully comply due to wetlands but there are some areas in which they can comply with.

In closing, Mayor Williams announced the passing of former City employee and City Clerk Joan Clark. He hoped that a policy could be created so that when someone who has served the community for some time can be recognized,

regardless of where you work. He attended her funeral and she was a good friend to him.

City Manager Titkanich noted that flowers had been sent to Ms. Clark and clarified that Council would like an agenda item brought back in regards to Ban the Box. Council responded in the affirmative.

He also assured Council that they would follow up with a policy in regards to recognition of former employees.

XI. Adjournment:

*** MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Goins, to adjourn the Regular meeting of February 26, 2020.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:41 p.m.

_____

Jake Williams, Jr., Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

Let's Grow. Together.



EXHIBIT A: HISTORIC COCOA VILLAGE
MAINSTREET PRESENTATION

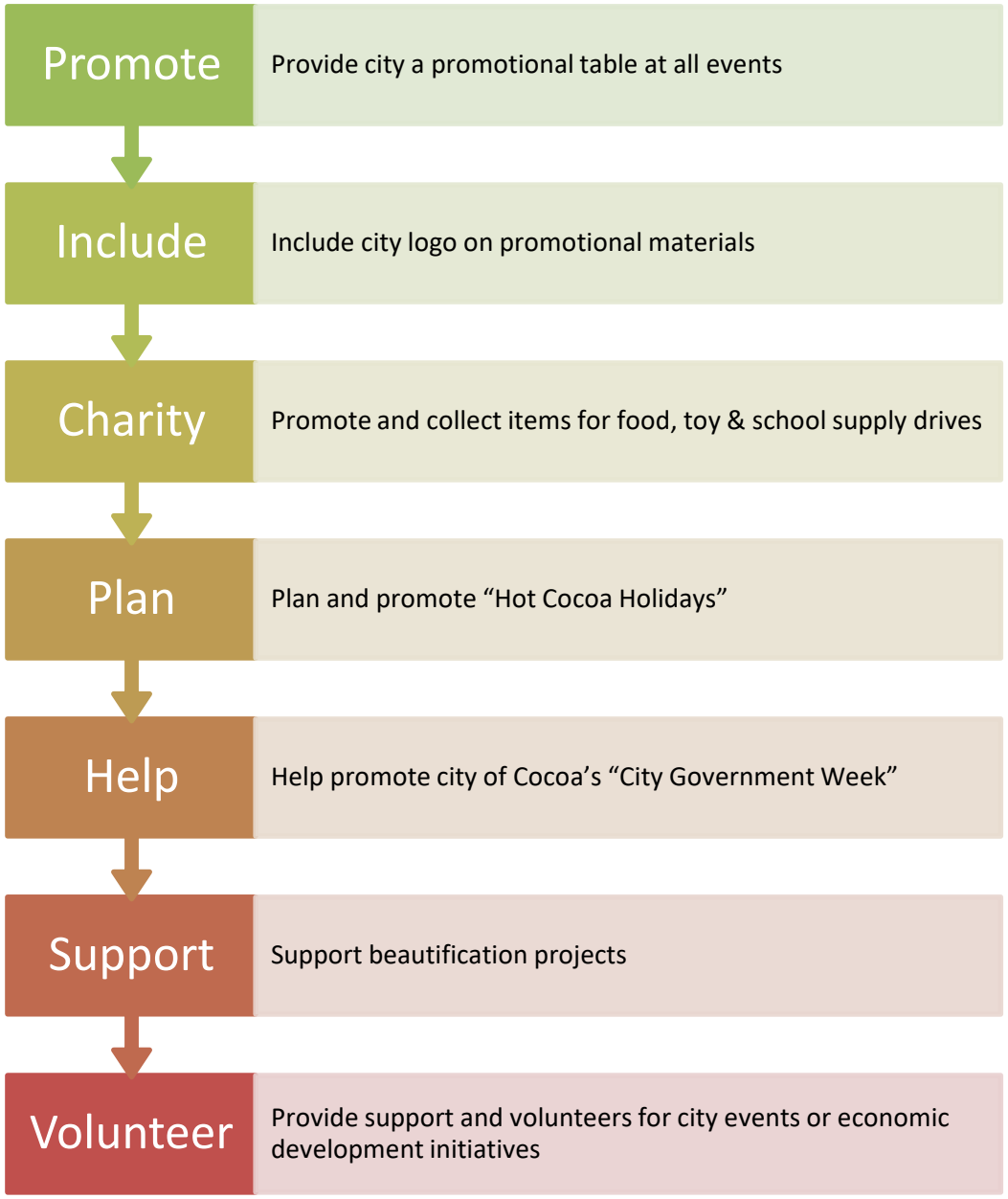


8/27/19

Historic Cocoa Village Association and Cocoa Main Street

officially become ONE organization henceforth known as Historic Cocoa Village Main Street!

How Main Street partners with the City



Pillars of Main Street

MAIN STREET AMERICA®

Organization

Economic Vitality

Design

Promotion

Mission: The mission of Historic Cocoa Village Main Street is to continue to create a vital, inviting commercial district in the Village. We are dedicated to historic preservation, promoting the shops, restaurants and businesses in the Village and offering a vibrant civic gathering place for all to enjoy.

Organization

Vision: We envision Historic Cocoa Village to be a unique and thriving regional destination offering a diverse mix of business, cultural, entertainment and leisure/sports activities to residents and visitors of all ages.





Let’s Play. Together.

Economic Vitality

Let’s Shop. Together.

Farmer’s Market

Tourism

Let’s Eat. Together.

Design

- Planting
- Grant Recipient
- Light the Gazebo
- Dog Stations









Promotions!

- 4 Art & Craft Shows
- Car Show
- 4 Sip & Strolls
- Chili Cook Off
- Cocoa Village Brewer's Bash
- Hot Cocoa Holidays



Hot Cocoa Holidays

- Sip & Stroll
- Holiday Concert
- Holiday Art & Craft
- Just a Touch of Cocoa
- Holiday Parade & Tree Lighting
- Plays
- Pub Crawl
- Holiday Bicycle Parade









Historic Cocoa Village Main Street Community Impact

Event Visitors

57,850

Craft Fair Economic Impact

$1,744,412.42





Advertising Impact

9,041,160 Impressions

- Radio
- Billboards
- Print
- Facebook



Community Engagement

- Website
- Mobile App
- Map
- Facebook
- Instagram







Community Partnerships

- Cocoa Beach Regional Chamber of Commerce
- Cocoa Village Playhouse
- Cocoa Village Neighborhood Coalition
- ArtBeatz
- Crosswinds
- St. Marks





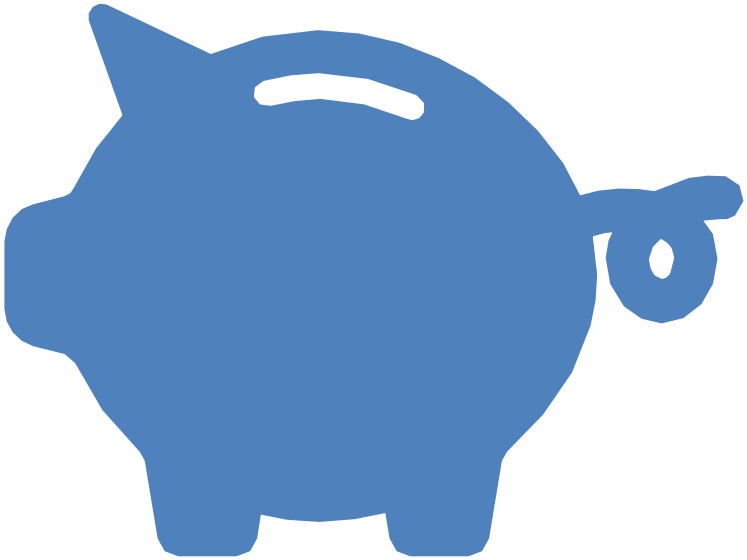


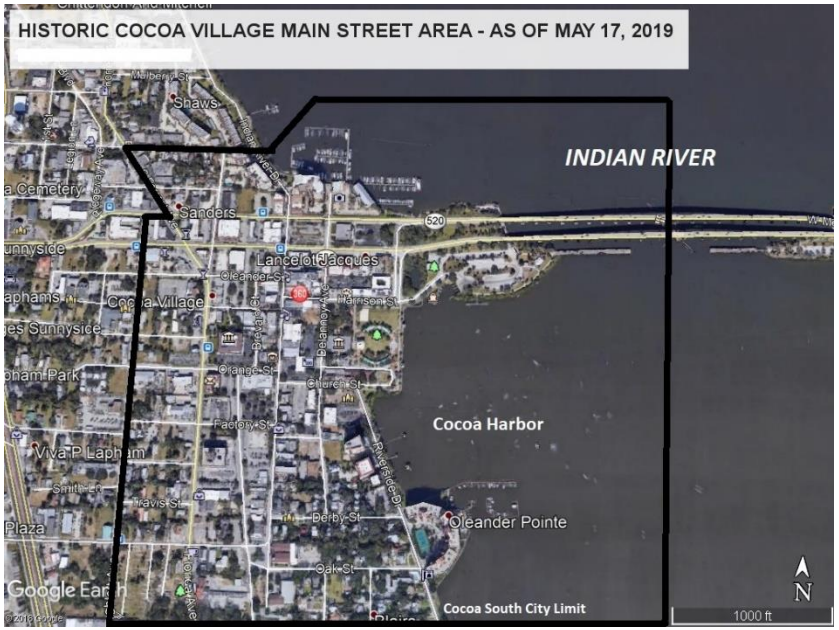




Supporting our Community: $12,083.60 Given Back!

- Non-profit Spaces at Craft Fairs
- Toy Drive
- Food Drive
- School Supply Drive
- Giving Tuesdays
- JazZoo





Funding and budget

- 95% Self funded
- 2019 Income of $210,826.57
- 2019 Expenses of $183,052.39
- 2020 Budget $206,789



2020 Will Bring Great Things!

- Grant Opportunities
- TDC relationship
- Expanded membership
- Waterfront
- Paver program
- Expanded Farmer's Market
- Pole Banners
- PDA

If you love Cocoa Village,

there's a place for you on Main Street.



Legislation Details (With Text)

File #:	20-137	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	2/24/2020			**In control:**	City Council
On agenda:	3/25/2020			**Final action:**	
Title:	Approve Change Order #1 to FY2020 P.O. 75891 with Xylem Water Solutions USA, Inc., Apopka, Florida, for Prepaid Shipping Charges That Were Not Included on the Original Quote/P.O.; To Authorize the City Manager to Execute the Change Order. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Original PO 75891.pdf Original Quote 2019-WED-0213.pdf 2020-WED-0246-Dyal_Cocoa, FL.PDF				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 24, 2020
Agenda Date: March 25, 2020
Prepared By: Chris M. Collier, Assistant Utilities Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Change Order #1 to FY2020 P.O. 75891 with Xylem Water Solutions USA, Inc., Apopka, Florida, for Prepaid Shipping Charges That Were Not Included on the Original Quote/P.O.; To Authorize the City Manager to Execute the Change Order

BACKGROUND:

On November 13, 2019, City Council approved Agenda Item 19-515 for Ozone Generator Repairs. No prepaid shipping charges were anticipated; therefore, a contingency was not requested or approved for the project. It was only after the invoices were received that it was realized that there were additional charges for shipping and handling.

Per the Financial Operations Manual, if the total of the purchase order including any change orders exceeds the City Manager's signing authority, the item must be brought to Council for approval.

Staff is requesting that City Council approve Change Order #1 to FY2020 P.O. 75891 in the amount of $350.00 for additional funds for shipping and handling charges.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$350.00
Account Number	421-4020-536.46-00
Account Name	Repairs & Maintenance
Source of Funds:	Operating Revenue

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

Change Order Amount	$350.00
Original Purchase Order	75891
Original P.O. Amount	$74,178.65
Total number of change orders to date	1
Total amount in change orders to date	$350.00

PREVIOUS ACTION:

On November 13, 2019, City Council approved a resolution waiving the competitive bidding process for the purchase of Ozone Generator Repairs from Xylem Water Solutions USA, Inc., Apopka, Florida, for the Dyal Water Treatment Plant.

RECOMMENDED MOTION:

To Approve Change Order #1 to FY2020 P.O. 75891 with Xylem Water Solutions USA, Inc., Apopka, Florida, for Prepaid Shipping Charges That Were Not Included on the Original Quote/P.O.; To Authorize the City Manager to Execute the Change Order.

powered by Legistar™

PROPRIETARY SOLE SOURCE

PURCHASE ORDER

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

THIS NO.
75891
MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 1240
VENDOR FAX NO.: 724-452-1377
VENDOR PH NO.: 724-452-6300

DATE
DATE REQUIRED 03/2020
9/30/2020

DELIVER TO:

XYLEM WATER SOLUTIONS USA, INC
227 SOUTH DIVISION STREET
ZELIENOPLE PA 16063

City of Cocoa
DYAL WATER PLANT
28400 STATE RD# 520
(E. ORANGE COUNTY)
CHRISTMAS FL 32709

Florida Sales Tax Exemption No. 85-8012621548C-8

BUYER/REQ. #
DK 0000039834
SWESTON/TD/4020

F.O.B.

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
1	2.00	EA	QUOTE # 2019-WED-0213 SERVICE OF OZONE DISINFECTION SYSTEM OZONE SERVICE: 2 - 14-65 91 66 Travel PMA Zone 2 APPROVED BY COUNCIL 11/13/2019	1901.0000	3802.00
2	6.00	EA	6 - 14-65 91 73 ONSITE SERVICE, PMA, PER DAY	1682.0000	10092.00
3	2.00	EA	OZONE PARTS: 2 - 3ADJ8 50 Ft. Welded 316 SS Coil Tubing, 1/4" Outside Dia, 0.210" Inside Dia.	100.4400	200.88
4	6.00	EA	6 - 1PZF5 90 DEGREE FITTING	39.3716	236.23
5	8.00	EA	8 - 1PZF2 COUPLING	39.2925	314.34

*** CONTINUED ***

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
5. **IMPORTANT:** Invoices and packing slips must bear our Order No.

ACCOUNT NUMBER

42140205364600
CITY OF COCOA

MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

Purchasing Agent

PROPRIETARY SOLE SOURCE

PURCHASE ORDER

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

THIS NO.
75891
MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 1240
VENDOR FAX NO.: 724-452-1377
VENDOR PH NO.: 724-452-6300

DATE
DATE REQUIRED 9/03/2020
9/30/2020

DELIVER TO:

XYLEM WATER SOLUTIONS USA, INC

City of Cocoa

Florida Sales Tax Exemption No. 85-8012621548C-8

F.O.B.

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
6	4.00	EA	4 - 14-64 85 52 MNTR, OZONE, LC400+, 0-10PPM	5830.0000	23320.00
7	2.00	EA	2 - 14-65 85 50 MNTR,OZ HC400+, 0-15%	6050.0000	12100.00
8	2.00	EA	2 - 14-65 85 51 MNTR, OZ,MC400+, 0-10,000 PPM, US (US Version)	6710.0000	13420.00
9	2.00	EA	2 - 14-65 66 23 MICRO-FUEL CELL, CLASS B-3	215.6000	431.20
10	1.00	EA	1 - SS-1RS4 NEED VALVE	96.8700	96.87
11	1.00	EA	1 - SS-4-TA-1-8 MALE ADAPTER	16.3900	16.39
12	1.00	EA	1 - SS-8-T TEE, 1/2" FNPT	86.3200	86.32

*** CONTINUED ***

ACCOUNT NUMBER

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
5. **IMPORTANT:** Invoices and packing slips must bear our Order No.

4214020536460O

CITY OF COCOA

MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

Purchasing Agent

PROPRIETARY SOLE SOURCE

PURCHASE ORDER

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

THIS NO.
75891
MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 1240
VENDOR FAX NO.: 724-452-1377
VENDOR PH NO.: 724-452-6300

DATE
DATE REQUIRED 9/03/2020
9/30/2020

XYLEM WATER SOLUTIONS USA, INC

DELIVER TO:

City of Cocoa

Florida Sales Tax Exemption No. 85-8012621548C-8

F.O.B.

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
~~13~~	1.00	EA	1 - SS-8-HN HEX NIPPLE	18.4600	18.46
~~14~~	1.00	EA	1 - SS-8-HLN-2.00 HEX LONG NIPPLE	24.4200	24.42
15	2.00	EA	2 - MISP2 PROBE GE PANAMETRICS MISP2 PROBE	5009.7700	10019.54
				TOTAL	74178.65

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
5. IMPORTANT: Invoices and packing slips must bear our Order No.

ACCOUNT NUMBER

421402053646 00
CITY OF COCOA

MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

Purchasing Agent

TERMS AND CONDITIONS

1. **AGREEMENT**: Except as provided in Paragraph 22 below, this purchase order, including these terms, conditions, the referenced bid package, and the specifications hereto, constitute the sole and entire agreement between the parties hereto (hereinafter "Agreement" or "Purchase Order"). Seller's acceptance of this Agreement is limited to the terms and conditions hereof and written confirmation, commencing performance, or making deliveries hereunder constitutes such acceptance, notwithstanding Seller's proposal or terms additional to or different from those set forth in this Agreement. The Seller's quotation is incorporated in and made a part of this Agreement only to the extent of specifying the nature and description of the goods and services ordered and then only to the extent that such items are consistent with the other terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any of the terms or conditions hereof. The Buyer is the City of Cocoa, Florida, (hereinafter referred to as the "City" or "Buyer").

2. **TIME IS OF THE ESSENCE**: Failure to perform services or deliver goods of the quality and quantity and within the time limit(s) specified by this Purchase Order shall, at the option of the City, relieve it of any obligation to accept and pay for such goods or services, including any undelivered shipments of goods. Upon failure to deliver as specified, the City may buy like goods or services elsewhere and charge the Seller with any increased cost or other loss incurred thereon, pursuant to applicable law, unless defective shipment of goods, or performance of defective services, as applicable, is agreed to by the City in writing. Any failure by the City to exercise its option with respect to any shipment of goods or performance of services shall not be deemed to constitute a waiver with respect to subsequent shipments of goods or performance of services. This provision is not in lieu of, and the City does not waive any remedies provided by law.

3. **WARRANTY**: With respect to services, Seller warrants unto the City that Seller has the competence and abilities to complete the services set forth herein. Seller will perform the services with due and reasonable diligence consistent with sound professional practices. With respect to goods, Seller warrants to City (a) that the goods shall be of the quality specified or of the test grade of their respective kinds if no quality is specified, shall conform to the specifications, drawings, samples and other descriptions contained herein, and to representations made by Seller or its representatives; be fit for City's particular purpose; and (b) that at the time the goods are accepted by the City, the goods shall have been produced, sold, delivered, and furnished in compliance with all applicable Federal and State laws, including but not limited to the Consumer Product Safety Act, the Federal Occupational Safety and Health Act, the Fair Employment Practices Act and the Equal Pay Act, and all applicable municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods are subject, (c) that the goods furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership or association.

4. **MODIFICATIONS**: Except as provided in Paragraph 22, this Agreement can be modified or rescinded only in writing and if signed by both parties, or their duly authorized agents.

5. **WAIVER**: The failure of the City to enforce any provision of this Agreement or exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in full force.

6. **CITY OPTIONS**: City reserves the right to change specifications and delivery dates. Any difference in price required by such changes shall be equitably adjusted and the Agreement shall be modified in writing accordingly. City further reserves the right to terminate all or part of the work to be performed pursuant to this Agreement. In such event, City shall be liable only for materials or work done within the authorization of this Agreement. In no event shall City be liable for incidental or consequential damages by reason of such termination.

7. **INDEMNIFICATION**: Seller agrees to protect, indemnify, save and hold harmless City, its elected and appointed officials, officers, attorneys, and employees, from and against all losses, costs and expenses and from and against all claims, demands, suits and actions for damages, losses, costs, attorneys fees, expenses and from and against all liability awards, judgements, and decrees of whatsoever nature for any and all damages to property of the City or others of whatsoever nature and for any and all injury to any person (including death) arising out of or resulting from negligence of Seller, breach of this Purchase Order in the performance of services or the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the Purchase Order, specifications of other data, or from the breach of any express or implied warranty.

8. **PATENT INDEMNIFICATION**: Seller represents and warrants that it has the right to use any and all intellectual property, either by licensure or ownership, that is supplied, indirectly or directly, under this Purchase Order. Further, the Seller agrees that the City is relying on this representation and warranty to issue this Purchase Order. Seller agrees to hold harmless and to defend City against any claims of patent or copyright infringement occasioned by the manufacturer, sale or use of material supplied under this Purchase Order and to indemnify City, and its elected and appointed officials, officers, attorneys, and employees, against any damages occasioned by such claims whether justified or unjustified.

9. **INSPECTION**: City shall have a reasonable time after delivery or performance within which to inspect the goods or services. Goods rejected will, at Seller's expense, be returned to Seller or otherwise disposed of as Seller shall reasonably request. The cost of inspection of goods or services rightfully rejected shall be charged to the Seller. If reasonable inspection disclosed that part of the goods received or services performed are defective or nonconforming, City shall have the right to cancel any unshipped portion of the order or unperformed portion of the services. Payment for the goods or services on this Purchase Order prior to inspection shall not constitute acceptance thereof, and is without prejudice to any and all claims that City may have against Seller. The making or failure to make any inspection of, or payment for acceptance of, the goods or services, shall in no way impair City's right to reject nonconforming goods or services, recover damages or exercise any other remedy to which City may be entitled; notwithstanding City's knowledge of the nonconformity, its substantiality or the ease of its discovery.

10. **TAXES**: The City government is a non-profit operation and not subject to tax.

11. **CONTINGENCIES**: Performance of any obligation under this Agreement may be suspended by either party without liability, to the extent that an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party) delays, prevents, restricts or limits the performance of this Agreement or the consumption, sale, use or end use of goods or services. The affected party shall invoke this provision by promptly notifying the other party in writing of the nature and estimated duration of the suspension period. At City's option, either the Agreement period shall be extended by the term of any such suspension, or the total Agreement quantity hereunder shall be reduced by the quantity not delivered or performed during the term of such suspension, and, in either event, the Agreement shall otherwise remain unaffected. In such event that Seller's performance is suspended for more than sixty (60) days during the term hereof, City may, at its option, terminate this Agreement upon written notice to the Seller.

12. **PRICE PROTECTION**: Seller warranties that the price(s) set forth herein are equal to the lowest net price, and the terms and conditions of sale as favorable as the price(s), terms and conditions afforded by the Seller to any other customer for goods or services of compatible grade or quality during the terms hereof. Should City be able to purchase goods or services of the same or comparable quality from another source at a lower delivered cost then in effect hereunder, and City gives Seller written notice hereto, City may purchase such goods or services from such other sources at such lower delivered cost unless within fifteen days of receipt by Seller of said notice, Seller meets such lower delivered cost for such quantity of goods or services. Any quantity of goods or services so purchased from another source by City shall be deducted from the total quantity offered on this Agreement, but the Agreement shall otherwise remain unaffected.

13. **PACKAGING AND CARTAGE**: No charge will be allowed for packing, boxing or cartage unless agreed upon at the time of purchase, but damage to any goods not packed to insure proper protection to same will be charged to Seller. City's order number and quantity shipped will be marked or tagged on each package. City's count will be accepted as final and conclusive on any shipment not accompanied by itemized packing slip. Delay in or non-receipt of packing lists, statements or invoices in the number of copies specified or errors or omissions of any of these will be just cause for withholding payment.

14. **HAZARD**: Seller shall notify City of any inherent hazard and applicable precautions and protective measures and provide any additional relevant information, including but not limited to Material Data Safety Sheets, for the goods being purchased herein.

15. **QUANTITY**: The quantities of goods or duration of services as indicated on the face hereof, must not be exceeded without prior written authorization from City. Excess quantities may be returned to Seller at Seller's expense.

16. **ASSIGNMENT**: No right or interest in this Agreement shall be assigned by Seller without the prior written permission of the City and no delegation of any obligation owed by either City or Seller shall be made without the prior written permission of either party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.

17. **CHOICE OF LAW; VENUE**: The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any dispute under this Purchase Order, venue shall be in Brevard County, Florida for any state action and Orlando, Florida, for any federal action.

18. **PUBLIC RECORDS; RIGHT TO AUDIT RECORDS**: Written documents prepared by either the Seller or City in furtherance of this Agreement shall constitute a public record. Any such instrument maintained by Seller hereunder shall be delivered to the City upon request. The City shall also be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of this Agreement. Such books and records shall be maintained by the Seller for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing by the City.

19. **FISCAL YEAR FUNDING APPROPRIATION**: (a) Specified Period. Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council. (b) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the purchase order shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

20. **FAILURE TO EXECUTE PURCHASE ORDER**: Failure of the successful bidder to accept the Purchase Order as specified may be cause for cancellation of the award. In the event that the order is cancelled, the award may then be made to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the bid award was made, or all bids may be rejected and made void by the City.

21. **INDEPENDENT CONTRACTOR**. The Seller shall perform the obligations of this Purchase Order as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.

22. **OTHER RELATED AGREEMENTS.** In conjunction with, or prior to issuing this Purchase Order, the City may require the Seller to execute a full written agreement that is approved by the City Manager or City Council and executed by the City Manager or Mayor ("Master Agreement"). The Master Agreement shall take precedence over the terms and conditions set forth in this Purchase Order to the extent there are any conflicting terms and conditions. Otherwise, the Master Agreement and this Purchase Order shall be deemed supplemental to each other.

23. **SOVEREIGN IMMUNITY.** Nothing contained in this Purchase Order 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. The provisions of §768.28, Florida Statutes, and any other limitations or restrictions in the City's liability shall be deemed incorporated herein by this reference.

24. **INSURANCE.** If this Purchase Order requires the Seller to perform services on the City's premises or at any place where the City conducts operations, or requires the Seller to perform professional consulting services, the Seller shall request insurance coverage requirements from the City's Purchasing Manager. In circumstances where insurance is required by the City, Seller shall provide proof of insurance or insurance certificates with the City listed as an additional named insured prior to performing under this Purchase Order. Noncompliance with this Paragraph shall place the Seller in default and subject this Purchase Order to immediate cancellation

xylem

Xylem Water Solutions USA, Inc.
Wedeco Products

4828 Parkway Plaza Blvd.
Suite 200
Charlotte, NC 28217
Tel 704/409-9700
Fax 704/409-9839

December 16, 2019

Quote # 2019-WED-0213

Account# 103466

CITY OF COCOA
603 BREVARD AVE
COCOA FL 32922

Re: DYAL, COCOA, FL_103466

Xylem Water Solutions USA, Inc. is pleased to provide a quotation for service of your ozone disinfection system.

The customer is responsible for providing all required tools, equipment and labor for the cleaning of the ozone disinfection system
Parts suggested are based on the nature of the issues reported. All parts may not be used

OZONE SERVICE

Qty	Part Number	Description	Unit Price	Extended Price
2	14-65 91 66	TRAVEL PMA ZONE 2	$ 1,901.00	$ 3,802.00
6	14-65 91 73	ONSITE SERVICE, PMA, PER DAY	$ 1,682.00	$ 10,092.00
		OZONE SERVICE Price		**$ 13,894.00**

OZONE PARTS

Qty	Part Number	Description	Unit Price	Extended Price
2	3ADJ8	50 FT. WELDED 316 SS COIL TUBING, 1/4" OUTSIDE DIA, 0.210" INSIDE DIA	$ 100.44	$ 200.88
6	1PZF5	90 DEGREE FITTING	$ 39.37	$ 236.23
8	1PZF2	COUPLING	$ 39.29	$ 314.34
4	14-65 85 52	MNTR,OZONE,LC400+,0-10PPM	$ 5,830.00	$ 23,320.00
2	14-65 85 50	MNTR,OZ,HC400+,0-15%	$ 6,050.00	$ 12,100.00
2	14-65 85 51	MNTR,OZ,MC400+,0-10,000PPM,US (US Version)	$ 6,710.00	$ 13,420.00
2	14-65 66 23	MICRO-FUEL CELL, CLASS B-3.	$ 215.60	$ 431.20
1	SS-1RS4	NEED VALVE	$ 96.87	$ 96.87
1	SS-4-TA-1-8	MALE ADAPTOR	$ 16.39	$ 16.39
1	SS-8-T	TEE, 1/2" FNPT	$ 86.32	$ 86.32
1	SS-8-HN	HEX NIPPLE	$ 18.46	$ 18.46
1	SS-8-HLN-2.00	HEX LONG NIPPLE	$ 24.42	$ 24.42
2	MISP2 PROBE	GE PANAMETRICS MISP2 PROBE	$ 5,009.77	$ 10,019.54
		OZONE PARTS Price		**$ 60,284.65**

Qty	Part Number	Description		Unit Price	Extended Price
			Total Project Price		**$ 74,178.65**
			Total Discount %		**20.73**

Incoterm: 3 DAP - Delivered At Place **Named Placed:** 08 - Jobsite
Incoterms 2010 clarify responsibility for costs, risks, & tasks associated with the shipment of goods to the named place.
Taxes: The prices quoted above do not include any state, federal, or local sales tax or use taxes. Any such taxes as applicable must be added to the quoted prices.

Validity: This Quote is valid for thirty (45) days.
Terms of payment: 100% Net 30 days
Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by Xylem Inc.
Warranty: Standard warranty terms apply to the items in this quotation.
Schedule: Delivery lead times are 4-6 weeks after receipt of submittal approval and order acceptance. Delivery lead time of MISP2 probe is 10-12 weeks.

Terms of Delivery: PP/Add Actual Surcharge
Terms and Conditions: This order is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and are incorporated herein by reference and made a part of the agreement between the parties.

Backcharges: Purchaser shall not make purchases nor shall Purchaser incur any labor that would result in a backcharge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Seller will not be responsible for any apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Customer Acceptance: A signed facsimile copy of this quote is acceptable as a binding contract. PO# is required.

Signature:_____ Name:_____
(PLEASE PRINT)

Email: _____ Phone:_____

Date: _____ PO#:_____

Please feel free to call if you have any questions or if you require assistance.

Sincerely,

WEDECO
a xylem brand

Karen Bennett
Service Coordinator
Phone: 704-887-9142

karen.bennett@xyleminc.com

Xylem Water Solutions USA, Inc.
Wedeco Products

4828 Parkway Plaza Blvd.
Suite 200
Charlotte, NC 28217
Tel 704/409-9700
Fax 704/409-9839

March 4, 2020

Quote # 2020-WED-0243

Account# 103466

CITY OF CCO
603 BREVARD AVE
COCOA FL 32922-7807

Re: DYAL, COCOA, FL_103466

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following equipment and/or services for your approval.

ESTIMATED SHIPPING

Qty	Part Number	Description	Unit Price	Extended Price
1	SHIPPING	Estimated Shipping Charges on Parts	$ 350.00	$ 350.00
		ESTIMATED SHIPPING Price USD		**$ 350.00**
		ESTIMATED SHIPPING Price		**$ 350.00**

Incoterm: 3 DAP - Delivered At Place **Named Placed:** 08 - Jobsite
Incoterms 2010 clarify responsibility for costs, risks, & tasks associated with the shipment of goods to the named place.
Taxes: The prices quoted above do not include any state, federal, or local sales tax or use taxes. Any such taxes as applicable must be added to the quoted prices.

Validity: This Quote is valid for thirty (30) days.
Terms of payment: 100% Net 30 days
Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by Xylem Inc.

Warranty: Standard warranty terms apply to the items in this quotation.
Schedule: Delivery lead times are after receipt of submittal approval and order acceptance.
Terms of Delivery: PP/Add Actual Surcharge
Terms and Conditions: This order is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and are incorporated herein by reference and made a part of the agreement between the parties.

Backcharges: Purchaser shall not make purchases nor shall Purchaser incur any labor that would result in a backcharge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Seller will not be responsible for any apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Customer Acceptance: A signed facsimile copy of this quote is acceptable as a binding contract. PO# is required.

Signature:_____ Name:_____
(PLEASE PRINT)

Email: _____ Phone:_____

Date: _____ PO#:_____

Please feel free to call if you have any questions or if you require assistance.

Sincerely,

Karen Bennett
Service Coordinator
Phone: 704-887-9142

karen.bennett@xyleminc.com

Legislation Details (With Text)

File #:	20-151	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	3/4/2020			**In control:**	City Council
On agenda:	3/25/2020			**Final action:**	
Title:	Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Three (3) DISCFLO Pumps From Gerber Pumps International, Inc., Longwood, Florida, for the Dyal Water Treatment Plant; To Approve a Resolution Amending the FY2020 Budget, BAF# 20-050-T. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution - Sole Source -Gerber Pumps.pdf Budget Resolution FY 2020 (ADA).pdf BAF 20-050-T-UT-DISCFLO Pumps (3-25-20) Agenda 20-151.pdf 1 - Discflo Ground Water Sludge_Data Sheet_27Feb2020 mrg 10 pg.pdf DISCFLO-GPi Proprietary 2018-2020.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 4, 2020
Agenda Date: March 25, 2020
Prepared By: Chris M. Collier, Assistant Utilities Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Three (3) DISCFLO Pumps From Gerber Pumps International, Inc., Longwood, Florida, for the Dyal Water Treatment Plant; To Approve a Resolution Amending the FY2020 Budget, BAF# 20-050-T.

BACKGROUND:

The Dyal Water Treatment Plant (WTP) produces approximately 20 million gallons of water per day to meet the potable water needs of the commercial and residential customers within the City of Cocoa water system. As part of the treatment process, byproducts are produced in the form of sludge which are pumped from the reactor clarifiers to the sludge processing facilities. The three (3) existing DISCFLO sludge pumps (and stainless-steel pans) that move the sludge have outlived their useful life, and have been classified by staff as a priority replacement due to their current condition.

DISCFLO sludge pumps have been in use at the Dyal WTP since the mid-1990's, and were chosen due to the ease of maintenance and their extreme reliability. Since the installation of these critical

pumps, Dyal WTP staff have been very pleased with their operating efficiency. Choosing a different pump would result in the reconfiguration of equipment to accept an alternate pump which is not in the best interest of the Dyal WTP. Replacing the existing DISCFLO pumps with new DISCFLO pumps will result in decreased downtime and will ensure continuity of equipment knowledge and operation. Gerber Pumps International, Inc. is the only distributor of DISCFLO pumps in Florida and therefore qualifies as a sole source provider. Due to the price of the pumps, this item is required to be approved by Council.

Based on the condition of the three pumps, staff recommends approval of a budget transfer and sole source purchase of the three (3) ground water DISCFLO Pumps from Gerber Pumps International, Inc. in the amount of $110,820.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes, BAF #20-050-T
Amount Requested	$110,820
Account Number	421-4020-536.64-00(DY20GS)
Account Name	Machinery & Equipment
Source of Funds:	421-4020-536.46-00, R&M

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Three (3) DISCFLO Pumps From Gerber Pumps International, Inc. in Longwood, Florida, for the Dyal Water Treatment Plant; To Approve a Resolution Amending the FY2020 Budget, BAF# 20-050-T.

RESOLUTION NO. 2020-126

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AS FOLLOWS:

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled this March 25, 2020.

_____

ATTEST: JAKE WILLIAMS, JR., MAYOR

_____

CARIE SHEALY, MMC, CITY CLERK

EXHIBIT “A”

To Resolution No. 2020-126

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source purchase, for the purpose of purchasing three (3) DISCFLO Pumps, from Gerber Pumps International, Inc. in Longwood, Florida.

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

_____

Matthew Fuhrer, Interim City Manager

RESOLUTION NO. 2020-127

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

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 25th day of March, 2020.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2020 - 20-050-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER

REQUESTING DEPARTMENT #: Util/Dyal 4020 DATE PREPARED: 03/05/20

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 110,820)	421-4020-536.46-00		Repairs & Maintenance	$ 2,329,200	$ 2,625,553	$ 2,514,733	$ 1,120,407
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 110,820)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 110,820	421-4020-536.64-00	DY20GS	Machinery & Equipment	$ 594,700	$ 649,173	$ 759,993	$ 232,737
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 110,820	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Water Treatment Plant needs to replace 3 ground water DISCFLO pumps and stainless steel pans. These pumps are used for handling ground water sludge. The amount of $110,820.00 needs to be transferred from account 46-00 (Repairs & Maintenance) to account 64-00 (Machinery & Equipment) to cover the cost of the 3 DISCFLO pumps. Agenda # 20-151

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 03/25/20 RESOLUTION #: 2020-127

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

3/5/20	Shawn Weston Digitally signed by Shawn Weston Date: 2020.03.05 08:24:08 -05'00'	3/5/20	Lea Taylor Digitally signed by Lea Taylor Date: 2020.03.06 08:42:00 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
3/5/20	John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2020.03.05 13:19:18 -05'00'	3/16/20	Lora Howell Digitally signed by Lora Howell Date: 2020.03.16 09:25:33 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

DISCFLO Pump Quotation

27-Feb-20

CONDITIONS OF SERVICE				
Application	Discflo Pumps - Ground Water Sludge			
QTY		3		
S.G.		1.1		
Viscosity (cps)		100		
Temp		AMB		
Design GPM		**175**		
Design TDH		**55**		
BHP(design) HP		7.7		
Discpac Dia		12"		
RPM (Pump)		1097		
RPM (Motor)		1780		
BHP (Sppl'd) HP		**15**		
Motor		**IEEE 841**		
VOLTS/PH/Hz		460/3/60		
PUMP DATA				
Model #		**GPi403-12-2HHD**		
Size		4 x 3 - 12		
Casing		**Maxalloy 350**		
Discpac		**Maxalloy 350**		
AST 70 Single Seal		SC/SC		
Shaft Sleeve		**316SS**		
Base		**316SS**		
Belt Guard		**316SS w/ Plexi Cover**		
Configuration		**Side x Side Belt Drive**		
PRICING				
Pump (ea.)		$ 35,940.00		
Motor		Included		
VFD	Customer Supplied (recently upgraded)			
Sub Total (3 units)		$ 107,820.00		
Freight		$ 3,000.00		
TOTAL		**$ 110,820.00**		
Wt-Pmp		1500#/pump approx.		

FOB factory, Terms: Net 30 days Quote Valid Until October 31, 2020

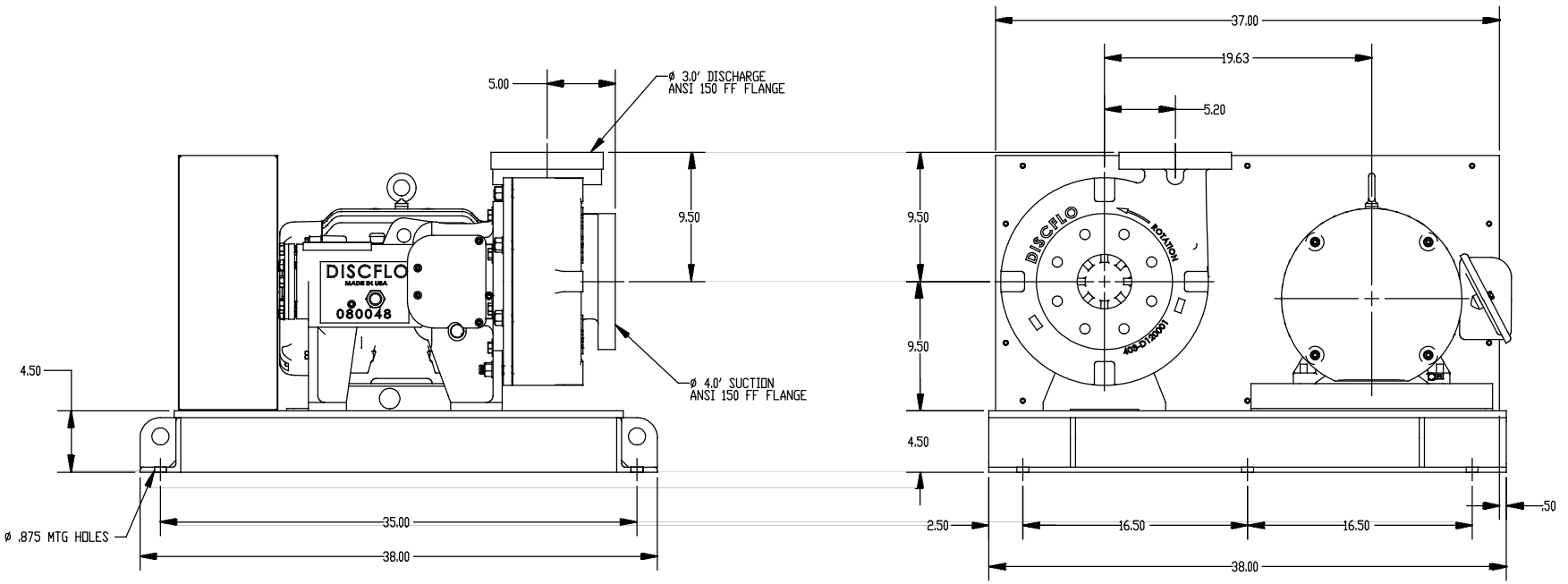
Representative: Sealing Resources, Chan Prevatt, 386-623-1705

Gerber Pumps International, Inc. Standard Terms & Conditions are made part of this proposal. Quotation Vaild for thirty (30) days unless otherwise stated. Terms: Net 30 days after shipment or shipment readiness.

2100 N. Ronald Reagan Blvd., Suite 1056 Longwood, FL 32750 Ph 407.834.9104 / Fax 407.834.9105
sales@gerberpumps.com

NOTES:
1) CONTACT DISCFLO ENGINEERING FOR SPECIAL SIZES AND FURTHER MODIFICATION
2) FLANGE: ANSI 150# STD. 300# AVAILABLE
3) NOT FOR CONSTRUCTION
4) ALL DIMENSIONS ARE ±.1"

REVISIONS				
REV	ZONE	DESCRIPTION	DATE	APVD
A		INITIAL RELEASE	10/10/16	HG



CUSTOMER: GERBER PUMPS INC
CUSTOMER ORDER No:

MOTOR ENCL: TEFC FRAME: 254T
RPM: 1760 HP: 15
PHASE: 3 VOLTAGE: 460

PUMP MODEL: 403-12-2HHD SIDE X SIDE

CERTIFIED BY: DATE:

NEXT ASSY	USED ON
APPLICATION	

UNLESS OTHERWISE SPECIFIED:
DIMENSIONS ARE IN INCHES
TOLERANCES:
FRACTIONAL: ±1/16
ANGULAR: ±1/2°
.X ± 0.03
.XX ± 0.01
.XXX ± 0.005
INTERPRET GEOMETRIC TOLERANCING PER: ASME Y14.5M-1994, (Revision of ANSI Y 14.5M-1982 (R1988))
MATERIAL: PER S.O.
FINISH: N/A
DO NOT SCALE DRAWING

	NAME	DATE
DRAWN	HG	10/16
CHECKED		
ENG APPR.		
MFG APPR.		
Q.A.		

COMMENTS:

THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF DISCFLO CORPORATION . ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF DISCFLO CORPORATION IS PROHIBITED.

TITLE: 403-12-2HHD PUMP
SIDE BY SIDE W/254T MTR
GENERAL ARRANGMENT

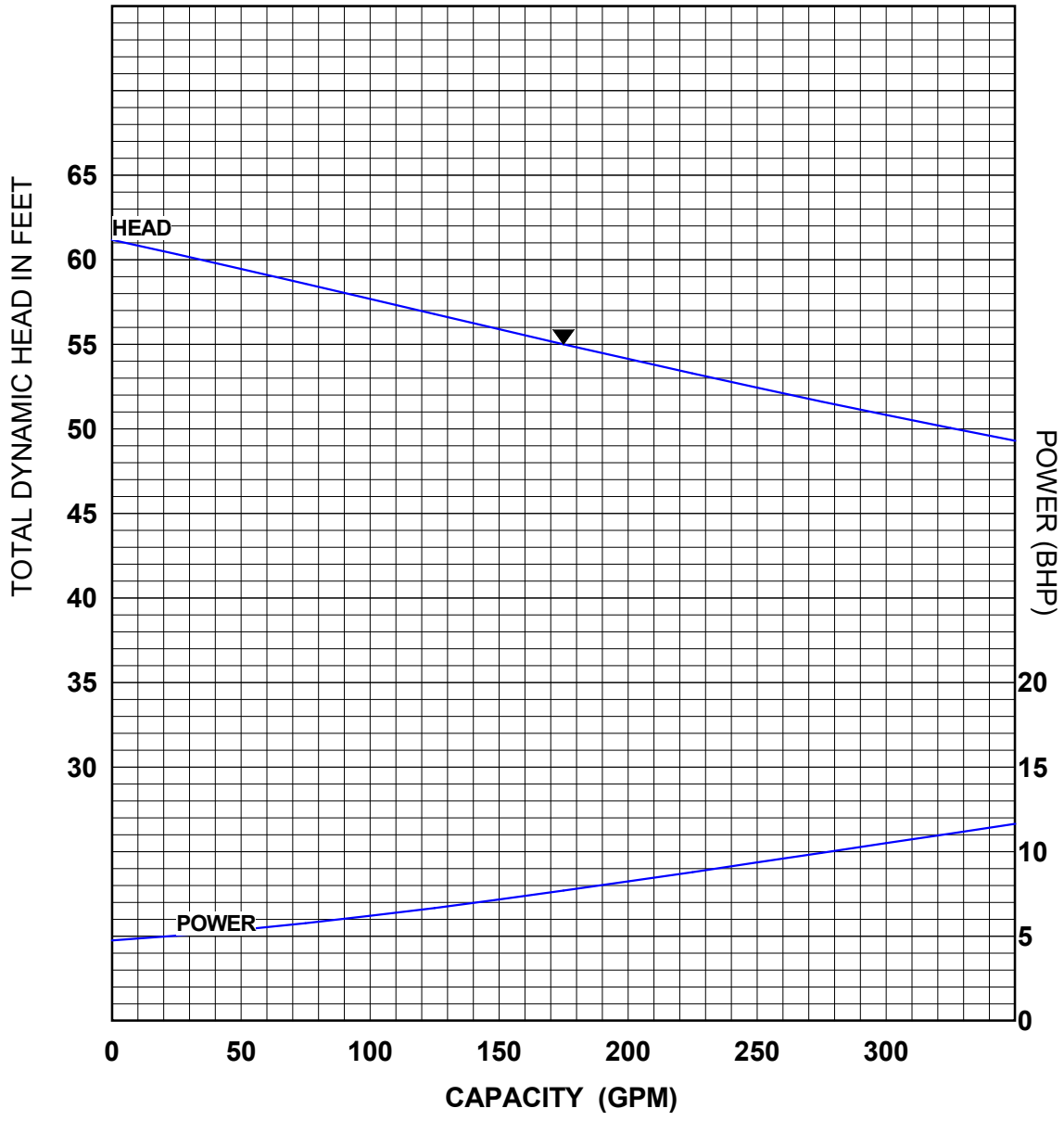
SIZE	DWG. NO.	REV
B	8523-00-00	A

SCALE: 1:8 WEIGHT: SHEET 1 OF 1

DISCFLO CORPORATION

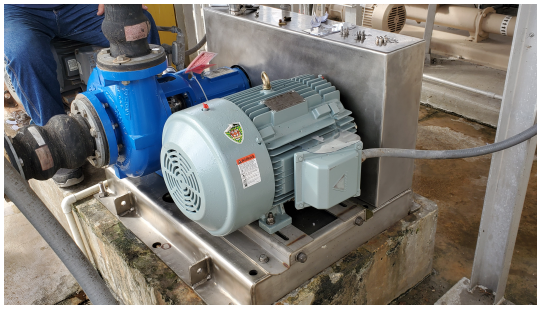
Disc Pumps

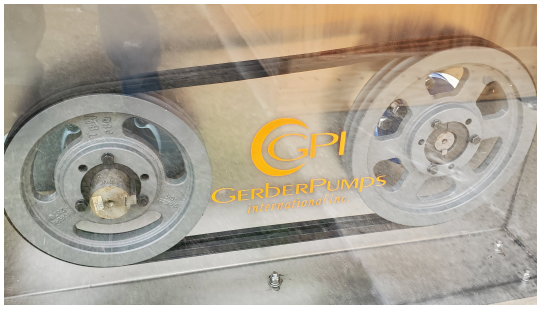
This performance curve is based on actual test data which has been adjusted to reflect a reasonable prediction of pump performance. Correction factors are based on field experience and actual test results pumping various materials of different viscosities and specific gravities. Please note that many materials are non-Newtonian in character, and that their properties vary in different pumping conditions which makes precise prediction of performance difficult, if not impossible.



Quoted to:		Quote ID:		Quoted by:	
Capacity **175.0 usgpm**	Head **55.0 ft**	Viscosity **100 cP**	Specific Gravity **1.10**	Temperature **72 °F**	
Pumpage **Limr Sludge**		Solid **Viscous Abrasive**			
Model **403-12-2HHD**	RPM **1097**	Discpac **12.00 in.**	Power **7.7 HP**	Cutoff Power **11.7 HP**	

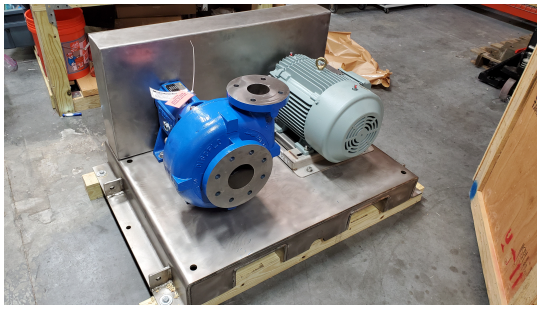
The below pictures show our 316 stainless steal bases with stainless motor sliders and stainless belt guards. We include clear plexi covers for the belt guards so you can see the belts turning when the pump is running. The bottom two pictures show the existing rust and damage to the current Ground Water Sludge pumps. With stainless bases, high chrome iron wet-ends, and corrosion resistant IEEE 841 motors, this sort of corrosion and damage can be eliminated. For many of our customers this is becoming the standard. The Discflo wet-end last 20+ years and so we feel it is much better to provide a base setup that can last just as long.

















Standard Terms and Conditions

1. **Acceptance**: Your order is accepted subject to the terms and conditions contained in the Proposal previously delivered to you by Gerber Pumps International, Inc. (hereinafter called the seller) and those set forth herein. The resulting agreement (hereinafter called the Agreement) shall constitute the sole and entire agreement between you (hereinafter called the Purchaser) and the Seller with respect to the goods (as defined below) which are the subject of the Agreement.

2. **Warranty**: The Seller's warranty obligation with regard to goods not of its own manufacture is limited to the warranty extended to the Seller by the Supplier, copies of which are to be supplied upon request. In no event will Seller have any other obligation or liability for damages (including but not limited to special or consequential damages) arising out of or in connection with the performance of the goods provided under this Agreement. Except as expressly set forth in the paragraph 2, no other warranties and guarantees, expressed or implied, including the warranties of merchantability or fitness for a particular purpose, will apply to any goods to be provided under this agreement.

3. **Delivery and Risk of Loss**: Delivery shall be made at the place specified in the Seller's price quotation. Upon delivery to such place or to a carrier at such place, as stated by such price quotation, the risk of loss shall be solely on Purchaser and Seller hereby disclaims any responsibility for damage to or loss of goods after such delivery, regardless of any terms in the Agreement with respect to transfer of title. The point of origin of shipment, the methods of transportation, the methods of packing and the handling of shipments are optional to Seller. If the point of delivery is specified by Purchaser at one destination and reforwarded, the reforwarding shall be at Purchasers expense. If delivery is offered to Purchaser at a specified destination and refused for any reason whatsoever, whether or not within control of the Purchaser, Purchaser shall be liable for all transportation and warehouse expenses incurred by Seller. Shipping schedules and statements as to expected date of shipment by Seller represent Seller's best estimate and shipment in accordance with such estimate is not guaranteed.

4. **Force Majeure**: Seller will not be responsible for any delay or failure to meet any of its obligations under this Agreement due to Acts of God, the government or public enemy, riots, embargoes, strikes or other concerted acts of workmen, casualties or accidents, deliveries in transportation and shortage of cars, fuel, power, labor materials, or any other causes, contingencies, or circumstances within or without the United States beyond Seller's reasonable control, whether of a similar or dissimilar nature, which prevent or hinder the design, manufacture or delivery of the goods or the performance hereunder. Any such causes of delay even though existing on the date of this Agreement, shall extend the time of Seller's performance by the length of delays occasioned thereby, including delays reasonably incident to the resumption of normal production.

5. **Terms of Payment**: Terms of payment shall be as specified in the Seller's Proposal. Plus 18% service charge per annum on overdue accounts. If delivery is delayed by the Purchaser for any cause, payments shall become due from the date on which the Seller is prepared to make shipment, or in case of goods to be manufactured for Seller by supplier, from the date on which Supplier is prepared to make shipment to Seller. In either case, storage shall be at Purchaser's risk and expense. If manufacture of goods is delayed by Purchaser for any reason, a partial payment based on the proportion of the order completed shall become due from the date on which the Seller is notified of the delay. If, in the sole judgement of the Seller, the financial condition of Purchaser at any time does not justify continuance of production or shipment on the terms of payment specified in the Seller's proposal, the Seller may require full or partial payment in advance of production or delivery.

6. **Changes or Alterations to Specification**: Prices quoted in the Seller's proposal are based entirely on equipment and materials specified in the specifications. No changes, other than minor improvements made by the Seller without charge will be made except by mutual agreement both as to the cost and nature of the change and only when approved in writing by Seller and Purchaser.

7. **Conflicting Terms**: Should any of the terms and provisions of Purchaser's order be in any way inconsistent with the terms and conditions herein or in Seller's proposal, the same shall not be binding on the Seller and shall not be considered applicable to this Agreement or the sale contemplated hereby. Should any of the terms and provisions of Seller's Proposal be inconsistent in any way with the terms of the Seller's General Terms and Conditions, the terms of the Seller's proposal shall prevail. No waiver, modification or alteration of any of the provisions hereof shall be binding unless contained in writing signed by an executive officer of Seller at its home office in Winter Springs, Florida.

8. **Cancellation**: Upon cancellation by Purchaser of all or any part of an order, the Purchaser shall pay the Seller the Purchaser Order Price for all components separately priced and delivered prior to the receipt by Seller of the notice of cancellation, and a pro rata portion of the Purchase Order Price for all components delivered and not separately priced on the Purchase Order. In regard to undelivered material at the time of cancellation, the Purchaser shall pay the Seller the full cost of work in progress and any raw materials or supplies used, or for which commitments have been made in connection with this order, including engineering, selling, freight, insurance and administrative overhead, plus Seller's normal profit on such orders.

9. **Duties and Taxes**: Unless otherwise specified in the Seller's Proposal, Purchaser shall pay all duties and excise, sales, use or similar taxes which may be levied, assessed or otherwise become due on account of the goods delivered hereunder.

10. **Penalty Clauses**: No penalty clause of any description including and liquidated damages provision, is acceptable unless expressly set forth in full in writing signed by an officer of the Corporation.

11. **Limitation of Liability**: Seller shall not be liable to Purchaser and/or its customer for loss of anticipated profits, loss by any reason of plant shut-down, non operation or increased expense of operation of any equipment or any other indirect, incidental, special or consequential loss or damage, regardless of the form of action, arising out of or attributable to any defect of deficiency in the performance of, or any breach of, any of the representations, warranties, covenants or undertakings set forth in, or in any other terms or conditions of this Agreement.

12. **Costs of Collection**: Should it become necessary to collect any sums due hereunder to Seller through an Attorney, Purchaser hereby agrees to pay all costs of collection, including reasonable Attorney's fees at all trial and appellate levels.

13. **Goods Defined**: The terms "goods" as used herein, means those articles, materials, drawings, data and other property and all services, including design, delivery, installation, inspection, testing and expediting, specified or required to furnish the property covered by this Agreement.

14. **Indemnification**: NO Indemnification is included in our pricing. Any indemnification granted will be at ADDITIONAL COSTS and be limited in amount as to what can be purchased from our insurance provider and to the Duration of Time.

15. **Governing Law**: This Agreement shall be construed under and governed by and in accordance with the laws of the State of Florida.

DISCFLO CORPORATION

TERMS OF SALE

TERMS OF PAYMENT

See Gerber Pumps International, Inc. quotation.

PRICES

Prices are firm for 60 days unless stated otherwise. Prices do not include any Federal, State or local Sales or use taxes or insurance, which may apply to sale. All prices are F.O.B. Santee, California. Typographical and stenographic errors are subject to correction.

DELIVERY

All shipping dates are tentative based on current equipment availability. Discflo Corporation is not responsible for damages or losses due to delays for any cause.

CHANGES

Notice of changes in orders must be made and confirmed in writing.

INSPECTION OF EQUIPMENT

Upon arrival of the equipment at the customer's facilities, or at any other place at which the customer has ordered the equipment delivered in accordance with the order. The customer shall immediately inspect the equipment and shall give written notice to Discflo Corporation within 48 hours after arrival of the equipment of any claim that the equipment does not conform to the specifications or terms of the order.

RETURNS

Orders accepted by the customer cannot be returned without prior consent from an authorized individual of Discflo Corporation, the use of a Return Material Authorization (RMA) form and the issuance of an RMA number by Discflo Corporation. The RMA number must be clearly displayed on the outside packing of the returned goods. **SHIPMENTS SENT WITHOUT AN RMA NUMBER WILL NOT BE ACCEPTED**. Shipping charges on authorized returns are to be prepaid by the customer unless otherwise specified. No returns permitted on modified, special or submersible pumps. Other Discflo equipment must be returned within 30 days. All returned goods are subject to a 25% restocking charge.

CANCELLATIONS

In the event the quotation results in an order that is canceled or terminated by the customer, the customer agrees to pay to Discflo Corporation plus the actual cost of labor, materials, overhead and related direct costs and expenses incurred by Discflo Corporation in connection with the order. It being impossible to ascertain or estimate the entire or exact cost, damage or injury that Discflo may sustain by reasons of cancellation, and such sum is agreed to as seasonable compensation and not as a penalty.

LIMIT OF LIABILITY

Discflo Corporation is not liable or responsible for any loss, damage, injury to person or property or any direct or consequential damage arising from sale, installation, or use of this equipment. Discflo Corporation shall not be held liable for any losses or damages to the customer resulting from improper operation, care or abuse of this equipment. Discflo Corporation is not liable for any damage to process or product due to the sale, installation, or use of this equipment.

WARRANTY

Discflo warrants to the original purchaser that equipment of Discflo manufacturing is free from defects in material and workmanship for a period of 1 year from date of start up or 18 months from delivery whichever occur first.

Discflo guarantees to repair or replace FOB Discflo factory any equipment found to be defective, provided written notice of the alleged defect is received within the previously stated time period.

EXCLUDED FROM THE FOREGONG GUARANTEE ARE DAMAGES CAUSED BY ORDINARY WEAR AND TEAR, EROSION AND CORROSION OR BY MISUSE, ABUSE OR IMPROPER HANDLING BY THE PURCHASER OR ANY THIRD PARTY. DISCFLO CORPORATION MAKES NO ADDITIONAL WARRANTEE EXPRESSED OR IMPLIED. WHETHER OF MERCHANTABILITY FITNESS FOR PURPOSE, OR OTHERWISE, OTHER THAN STATED ABOVE, DISCFLO CORPORATION SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGE, NOR FOR ANY OTHER CLAIMS ARISING OUT OF THE SALE OR USE OF ITS EQUIPMENT BEYOND THE REMEDY STATED ABOVE.

Equipment parts or accessories manufactured by others carry the guarantee of the manufacturer only. Any warranties or claims which differ from the foregoing are unauthorized by Discflo Corporation and shall become the warranty safety of the party making them, unless specifically authorized in writing by an officer of Discflo Corporation.

Should any provision of the foregoing be held ineffective, the remaining provisions shall continue in full force and effect.

RISK OF LOSS

Discflo Corporation, shall not be liable for damages arising from its failure to make or delay in making delivery because of fire, flood, strikes, riots embargoes on freight by any government, accidents, insurrection, lockouts, breakdown of machinery, loss or damage of goods in transit, Act of God or any other circumstances or unavoidable cause beyond the control of Discflo Corporation. In no case shall Discflo Corporation be responsible for any liability, loss or damage after delivery of the equipment in good order and condition to the carrier or carriers at any point of shipment.

INDEMNIFICATION RIDER ($4,000 added to contract if required)

Gerber Pumps International, Inc. and _____ are parties to that certain contract dated ____ (the "prime contract"). This indemnity rider modifies that prime contract with respect to the subject matter contained in this rider. The intent of the parties to this rider is such that Gerber Pumps International, Inc. will only indemnify _____ to the extent a particular Loss is covered by Gerber Pumps International, Inc.'s insurance.

Subject to the terms and conditions set forth in this rider, Gerber Pumps International, Inc. ("Seller") will indemnify _____ (the "Buyer" or "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and reasonable attorneys' fees, that are awarded against Indemnified Party in a final non-appealable judgment (collectively, "Losses"), arising out of any third-party claim alleging: "bodily injury" or "property damage" caused by an "occurrence" that takes place in the "coverage territory" that is insured under those certain AmeriSure Mutual Insurance Company Common Policies Declarations, which Indemnified Party acknowledges carefully reviewing. Notwithstanding anything to the contrary in this Agreement, this section does not apply to any claim (whether direct or indirect) for which a sole and exclusive remedy is provided under another section of the prime agreement.

Notwithstanding anything to the contrary in this rider, Seller is not obligated to indemnify, hold harmless, or defend Indemnified Party against any claim (whether direct or indirect) if such claim or corresponding Losses arise out of or result from, in whole or in part, Indemnified Party's: (a) gross negligence or more culpable act or omission (including recklessness or willful misconduct); or (b) bad faith failure to comply with any of its obligations set forth in the prime contract; or (c) use of the Products/Deliverables in any manner not otherwise authorized under the prime contract, or that does not conform with the then-current usage, instructions/guidelines/specifications.

Seller shall not be obligated to pay for any Losses until the amount of all such Losses exceeds, in the aggregate, $__20,000.00, in which event Seller shall only pay or be liable for Losses in excess of the Deductible. Seller is not obligated to reimburse Indemnified Party for any Losses that exceed, in the aggregate, $1,000,000.00.

Payments by Seller in respect of any Losses are limited to the amount of any liability or damage that remains after deducting from any insurance proceeds and any indemnity, contribution, or other similar payment actually received by Indemnified Party in respect of any such indemnity claim, less any related costs and expenses, including the aggregate cost of pursuing any related insurance claims and any related increases in insurance premiums or other charge-backs. Indemnified Party shall use its best efforts to seek to recover any insurance proceeds in connection with making a claim. Promptly after the realization of any insurance proceeds, indemnity, contribution, or other similar payment, Indemnified Party shall reimburse Indemnifying Party for such reduction in Losses for which Indemnified Party was paid before the realization of reduction of such Losses.

Regarding any payment made in respect of Losses, Seller may reduce it by an amount equal to any Tax benefit actually realized as a result of such Losses by Indemnified Party.

SELLER'S INDEMNIFICATION CONTAINED IN THIS RIDER SETS FORTH THE ENTIRE LIABILITY AND OBLIGATION OF SELLER AND THE SOLE AND EXCLUSIVE REMEDY FOR THE INDEMNIFIED PARTY FOR ANY DAMAGES COVERED UNDER THIS RIDER. IF THE PRIME CONTRACT CONTAINS A "CUMULATIVE REMEDIES" PROVISION, THIS PROVISION CONTROLS.

Indemnified Party shall give Seller prompt written notice (a "Claim Notice") of any Losses or discovery of facts on which Indemnified Party intends to base a request for indemnification under this rider. Indemnified Party's

failure to provide a Claim Notice to Seller under this rider does not relieve Seller of any liability that Seller may have to Indemnified Party, but in no event shall Seller be liable for any costs of Losses that result from a delay in providing a Claim Notice. Each Claim Notice must contain a description of the third-party claim and the nature and amount of the related Losses (to the extent that the nature and amount of the Losses are known at the time). Indemnified Party shall furnish promptly to Seller copies of all papers and official documents received in respect of any Losses.

Indemnifying Party's duty to defend applies immediately, regardless of whether Indemnified Party has paid any sums or incurred any detriment arising out of or relating, directly or indirectly, to any third-party claim.

Seller may assume, at its sole option, control of the defense, appeal, or settlement of any third-party claim that is reasonably likely to give rise to an indemnification claim under this rider (an "Indemnified Claim") by sending written notice of the assumption to Indemnified Party on or before 30 Business Days after receipt of a Claim Notice to acknowledge responsibility for the defense of such Indemnified Claim and undertake, conduct, and control, through reputable independent counsel of its own choosing and at Indemnifying Party's sole cost and expense, the settlement or defense thereof.

If Seller assumes control of the defense, then Indemnified Party: (a) shall fully cooperate with Seller in connection therewith; and (b) may employ, at any time, separate counsel to represent it; provided, that Indemnified Party is solely responsible for the costs and expenses of any such separate counsel.

Indemnified Party may not settle or compromise any claim or consent to the entry of any judgment regarding which it is seeking indemnification hereunder without the prior written consent of Indemnifying Party, unless: (a) if the Indemnified Claim is one for which Indemnified Party properly gave Seller a Claim Notice, and Seller fails to assume the defense or refuses to defend the Indemnified Claim; or (b) such settlement, compromise, or consent: (i) includes an unconditional release of Seller from all liability arising out of such claim; (ii) does not contain any admission or statement suggesting any wrongdoing or liability on behalf of Seller; and (iii) does not contain any equitable order, judgment, or term (other than the fact of payment or the amount of such payment) that in any manner affects, restrains, or interferes with the business of Seller or any of Seller's affiliates.

THE DURATION OF THIS RIDER SHALL NOT EXCEED ONE YEAR FROM THE DATE SELLER DELIVERS THE EQUIPMENT THAT IS THE SUBJECT OF THE PRIME CONTRACT TO THE INDEMNIFIED PARTY.

Gerber Pumps International, Inc.

By:_____
Bert Gerber, President

_____

By:_____

Print:_____

Its:_____

DISCFLO PUMPS

July 13, 2018

Subject: DISCFLO PUMPS DISTRIBUTION

To whom it may concern:

This is to advise you that Gerber Pumps International, Inc. (GPi) is the sole Discflo Pump Distributor, of its propriety boundary layer/viscous drag Disc Pump design, for the Municipal, Pulp Paper and General Industrial markets and are responsible for sales in the states of FLORIDA, GEORGIA, ALABAMA, SOUTH CAROLINA and NORTH CAROLINA.

We believe GPi's expertise in these areas enhances Discflo's customer's satisfaction by ensuring proper design, application and installation of Discflo Pumps into these industries. Bert Gerber, PE, GPi President, has been a Discflo Distributor since 1991.

Representation is renewable on or before July 13, 2020. This authorization is valid until amended or revoked by Discflo Corporation.

If I can be of further assistance, please do not hesitate to contact me.

Sincerely,

Xochitl Aguirre
Discflo Corporation
President

Legislation Details (With Text)

File #:	20-153	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	3/4/2020			**In control:**	City Council
On agenda:	3/25/2020			**Final action:**	
Title:	Approve Participation in a Cooperative Purchase Agreement with VacVision Environmental LLC (A Vortex Company) for Manhole Rehabilitation Services Utilizing the HGACBuy (Houston-Galveston Area Council) National Cooperative Purchasing Contract TP07-18 Effective July 1, 2018 through June 30, 2021 in the amount of $362,753; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $36,275 (approximately 10%) for a Project Total of $399,028. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Vortex HGACBuy Brochure.pdf Original HGAC Agreement 12.13.11.PDF Vortex Manhole Proposal FY20 - 8114 1.8.20.pdf Vortex Companies Updated Contract - June 2018.pdf HGACBuy Terms & Conditions - TP07-18.pdf HGACBuy Cocoa Participation Proof.pdf Manhole Rehab FY20 Map.pdf Manhole Rehab Phases 1-4 Map.pdf Resolution - Vortex Project Contingency.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 4, 2020
Agenda Date: March 25, 2020
Prepared By: Chris M. Collier, Assistant Utilities Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Participation in a Cooperative Purchase Agreement with VacVision Environmental LLC (A Vortex Company) for Manhole Rehabilitation Services Utilizing the HGACBuy (Houston-Galveston Area Council) National Cooperative Purchasing Contract TP07-18 Effective July 1, 2018 through June 30, 2021 in the amount of $362,753; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $36,275 (approximately 10%) for a Project Total of $399,028

BACKGROUND:

In FY19, the City of Cocoa Utilities Department, Carollo Engineers, and RedZone Robotics, Inc.

(RedZone) completed a comprehensive sanitary sewer manhole assessment program that included a comprehensive evaluation of the condition of manholes and development of a capital improvement program for manhole rehabilitation and replacement. During this process, CCTV data of the City's sanitary sewer manholes (approximately 1,900 manholes) was captured and thoroughly reviewed utilizing the nationally recognized standard Manhole Assessment and Certification Program (MACP) coding process created by the National Association of Sewer Service Companies (NASSCO). Carollo Engineers, Inc. subsequently provided a comprehensive review of the manhole conditions based on RedZone's CCTV data. As part of this analysis, a comprehensive plan was developed to address the manholes that are in need of repair and rehabilitation on an annual basis.

Rehabilitation of the critical manholes was recommended based on the severity of defects, potential for defect progression, consequence of failure, and geographical location. Coating the inside of the manhole structure to provide complete structural repair and reduced infiltration was recommended. The sewer treatment plant will then no longer incur the cost of treating ground water from these leaking manholes, while also extending the manhole's useful life. In addition to the manhole coating, severely corroded manhole frame and covers will be replaced providing additional structural integrity for the manhole and ensuring the safety of nearby drivers and pedestrians.

To maintain the integrity of the sanitary sewer system with minimum construction disturbances, existing manholes are to be rehabilitated with a Geopolymer coating. The Geopolymer coating application process takes approximately four (4) hours to complete with no impact on the sanitary sewer system operations. The replacement of the manhole ring and cover will also have no impact on the sanitary sewer system operations.

In order to continue the necessary manhole rehabilitation program, staff is requesting the use of the H-GAC Buy National Cooperative Purchasing Contract TP07-18. It should be noted that on December 13, 2011, City Council originally approved the participation in the HGACBuy cooperative purchasing program. This contract has been reviewed by the City's Utilities and Purchasing Departments, and has been determined to be applicable to the services required by the Utilities Department. The prices listed within this contract are "not to exceed" prices as outlined in the HGACBuy Terms and Conditions (Section A, Paragraph 23). In addition, staff recommends approval to use the HGACBuy contract with VacVision Environmental LLC (A Vortex Company) to perform Sewer Manhole and Lift Station Lining, and to authorize a budgeted expenditure for these services not to exceed $362,753.

City staff is also requesting that City Council approve an additional $36,275 as a contingency for the project. The additional amount is requested to cover any additional time and materials that may be required in excess of the original proposal. Although City staff does not anticipate change orders, there is a possibility that unforeseen events would require changes to the project scope. If a change order is required, the additional amount will allow the project to continue moving forward.

The additional $36,275 will not be added to the initial purchase order, and each change order will be reviewed by staff before it is sent to the City Manager for approval.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$399,028
Account Number	421-4125-536.46-00, WS19MH
Account Name	Repairs and Maintenance
Source of Funds	Operating Revenue

PREVIOUS ACTION:

On December 13, 2011, City Council approved an interlocal agreement with the Houston-Galveston Area Council (H-GAC) for cooperative purchasing.

On June 26, 2019, City Council approved the participation in a cooperative purchase agreement with VacVision Environmental LLC (A Vortex Company) for Manhole Rehabilitation Services utilizing the Gainesville Regional Utilities Contract No. 2014-032, Amendment 4, Effective October 27, 2017 through October 27, 2019, in the amount of $135,745.27.

RECOMMENDED MOTION:

To Approve Participation in a Cooperative Purchase Agreement with VacVision Environmental LLC (A Vortex Company) for Manhole Rehabilitation Services Utilizing the HGACBuy (Houston-Galveston Area Council) National Cooperative Purchasing Contract TP07-18 Effective July 1, 2018 through June 30, 2021 in the amount of $362,753; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $36,275 (approximately 10%) for a Project Total of $399,028.

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WHAT IS HGACBuy?

WE ELIMINATE THE BID PROCESS

HGACBuy is a "Government-to-Government" procurement service available nationwide. Governmental entities have been procuring products and services through **HGACBuy** for over 30 years. All contracts available to members of **HGACBuy** have been awarded by virtue of a public competitive procurement process compliant with state statutes.

HGACBuy's role is to conduct product research and surveys, write technical specifications, conduct pre-bid conferences, open bids, and evaluate responses. After contracts are awarded by the **HGACBuy** committee, **HGACBuy** certifies contract validity, and administers contracts.

All units of local government, including non-profits providing governmental services, are eligible to join **HGACBuy**.

WHY BID... WHEN YOU CAN HGACBuy!

Contract #: TP07-18

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CIVIL INFRASTRUCTURE SOLUTIONS

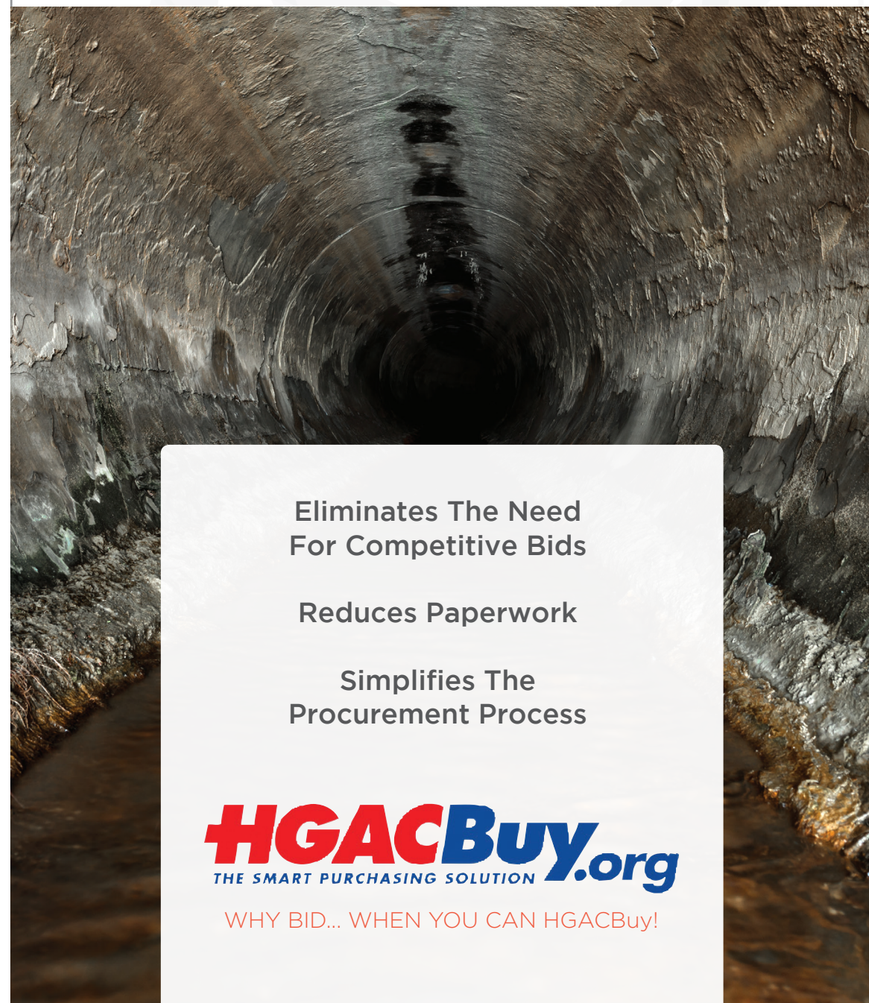
vortexccompanies.com

1-855-WHYDIG1 | 18150 Imperial Valley Drive | Houston, TX 77060

VORTEX companies
CIVIL INFRASTRUCTURE SOLUTIONS

VORTEX PROUDLY PRESENTS HGACBuy

A Nationwide Cooperative Purchasing Program for Competitively Priced Goods & Services



Eliminates The Need For Competitive Bids

Reduces Paperwork

Simplifies The Procurement Process

HGACBuy.org
THE SMART PURCHASING SOLUTION

WHY BID... WHEN YOU CAN HGACBuy!



YOU CAN HGACBuy!

HELPING GOVERNMENTS ACROSS THE COUNTRY BUY

HGACBuy strives to make the governmental procurement process more efficient by establishing competitively priced contracts for goods and services. Most states have inter-local cooperation authority or other joint power provisions that allow participation in cooperative activities.

You qualify if you are one of the following:

- Municipality, City, County and/or State Agency
- Council of Government
- School, School District, College, and University
- Hospital or Hospital District
- Emergency Medical Service or Services District
- Prevention District
- Emergency Communication District
- Utility District (MUD, WCID, Irrigation)
- Government Authority (Airport, Port, River, Water, Toll Road)

WRITE PO'S, AVOID THE SOLICITATION OF COMPETITIVE BIDS

HGACBuy provides pre-approved products and services. All contracts have been awarded by virtue of a public competitive procurement process compliant with state statutes. **HGACBuy** receives competitive bids for a wide range of products and services from over 750 contractors.

USING THE HGACBuy PROGRAM

It's simple, and once you are a member of the program, the steps to purchasing competitively bid products and services, takes no time at all:

1) Execute the **HGACBuy** Inter-Local Contract (ILC).

2) Obtain information on the specific Vortex product or services required from the **HGACBuy** website. Then, contact a Vortex representative to finalize the price quotation.

3) Prepare and submit your Purchase Order directly to Vortex. Then fax or mail a copy of the P.O. and quote to **HGACBuy**.

4) On all contracts, once a copy of the purchase order is received, **HGACBuy** staff sends an Order Confirmation to you and Vortex — authorizing to process the order.

5) Vortex completes the specified work.

6) Payment for services to Vortex is expected within thirty (30) days, or what has been negotiated.

Make sure to use our HGAC number!
Contract #: **TP07-18**

For more information:
Tel: 1-800-926-0234
Fax: 713-993-4548
www.HGACBuy.org





WHO IS VORTEX?

A PREMIER TRENCHLESS SOLUTIONS CONRACTOR

The Vortex Companies is the nation's fastest growing turnkey trenchless solutions provider.

HGACBuy FEATURES VORTEX'S TOOL BOX OF TRENCHLESS SOLUTIONS

TURNKEY BYPASS & DEWATERING
> Design
> Build
> Operate

PIPE, CULVERT & TUNNEL RENEWAL
> CIPP
> Geopolymer Lining
> Epoxy Brush Casting

PIPE BURSTING & SLIP LINING
> Sewer Bursting
> Water Bursting
> Replacement or Insertion

ADVANCED REPAIR MATERIALS
> Hybrid Cements
> Geopolymer Mortar
> 100% Solids Epoxies
> Application Equipment

ROBOTS & PIPE CRAWLERS
> Advanced Robots
> Pipe Inspection Crawlers
> Cutting Heads and Accessories

PIPE & DRAIN TOOLS
> Mechanical Cleaning
> Cutting and Reinstatement
> Small Diameter Lining Tools

HGAC

HOUSTON-GALVESTON AREA COUNCIL

February 2, 2012

Joan Clark
City Clerk
City of Cocoa
65 Stone St.
Cocoa, FL 32922

Dear Ms. Clark:

Enclosed you will find your original copy of the fully executed Interlocal Contract (ILC) which includes your assigned permanent ILC number. This number should appear on all future purchase orders, in addition to the H-GAC bid number for the product you are ordering. This number also serves as your Password for our website: HGACBuy.org.

The ILC document is designed as a blanket purchase agreement for all products offered by H-GAC, and it remains in effect indefinitely unless canceled by either party. No annual renewal actions are required. This Contract covers all departments within your municipality / county / district jurisdiction. It is activated only by your agency's issuance of Purchase Orders.

We encourage you to use the H-GAC Cooperative Purchasing Program and avail yourself of the services we offer. We look forward to serving you.

Sincerely,

Sally Terral

Sally Terral
Contract Specialist
Cooperative Purchasing Program

Mailing Address
PO Box 22777
Houston, Texas 77227-2777
Phone 713-627-3200

Physical Address
3555 Timmons Lane, Suite 120
Houston, Texas 77027
Phone 713-627-3200

HGACBuy
THE SMART PURCHASING SOLUTION

INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC No 12-2973
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * City of Cocoa a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * 65 Stone Street, Cocoa, FL 32922

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * Dec 13, 2011 (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY
The End User represents and warrants to H-GAC that **(1)** it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and **(2)** it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS
H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT
This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD
The period of this Contract shall be for the balance of the fiscal year of the End User, which began * Oct 01, 2011 and ends * Sept 30, 2012. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES
The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through *HGACBuy.com* and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

* City of Cocoa, Florida

Name of End User (local government, agency, or non-profit corporation)

*65 Stone Street

Mailing Address

*Cocoa, Florida 32922

City State ZIP Code

*By: Michael C Blake

Signature of chief elected or appointed official

* Michael C. Blake, Mayor 12/13/2011

Typed Name & Title of Signatory Date

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120, Houston TX 77027

By: _____ Executive Director

Attest: _____ Manager

Date: 12, 2012

*Denotes required fields

rev. 03'11

Office of the City Clerk

Joan Clark, MMC
65 Stone Street
Cocoa, Florida 32922

jclark@cocoafl.org

(321) 433-8488 – phone
(321) 433-8455 - facsimile

December 15, 2011

Houston-Galveston Area Council
Attn: Executive Director
3555 Timmons Lane, Suite 120
Houston TX 77027

Re: Interlocal Contract for Cooperative Purchasing between H-GAC and City of Cocoa

Dear Sir:

I have enclosed the above referenced contract as approved and executed by the Cocoa City Council on December 13, 2011.

It is requested that a copy of the fully executed agreement be returned to my. Your assistance in this matter is appreciated.

If you have any questions or require additional information, please do not hesitate to call.

Sincerely,

Joan Clark, MMC
City Clerk
City of Cocoa

c: T. Jones, Fleet
J. Walsh, Utilities
T. Eastburn, Finance

HGACBuy
THE SMART PURCHASING SOLUTION

INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC No.: _____
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT (Contract), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 91, Texas Government Code (the Act), by and between the Houston- Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * City of Cocoa _____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as End User, having its principal place of business at * 65 Stone Street, Cocoa, FL 32922

WITNESSETH

WHEREAS , H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS , pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS , in reliance on such authority, H -GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * _____ (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE , H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY
The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS
H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT
This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD
The period of this Contract shall be for the balance of the fiscal year of the End User, which began * October 1, 2011 and ends * September 30, 2012 This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES
The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

*Request for Information

To expedite service, please complet e the following blanks relevant to your agencys administrative/elective personnel and return the completed form to H-GAC, Cooperative Purchasing Program, P.O. Box 22777, Houston, TX 77227-2777

Name of End User Agency : City of Cocoa (Municipality / County / District / etc.) County Name : Brevard

Mailing Address : 65 Stone Street, Cocoa, Florida 32922
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number 321-433-8800 FAX Number: 321-433-8455

Physical Address : _____
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: www.cocoafl.org

Authorized Official: Dr. Brenda Fettrow (City manager / Executive Director / etc.) Title: City Manager

Mailing Address: 65 Stone Street (Street Address/P.O. Box) Ph No.: 321-433-8686

Fx No.: 321-433-8690

E-Mail Address : bfettrow@cocoafl.org

Cocoa FL 32922
(City) (State) (ZIP Code)

Official Contact: Hank Rowan (Purchasing Agent/Auditor etc.) Title: Purchasing Manager

Mailing Address: 65 Stone Street (Street Address/P.O. Box) Ph No.: 321-433-8833

Fx No.: 321-433-8860

Email Address : hrowan@cocoafl.org

Cocoa FL 32922
(City) (State) (ZIP Code)

Official Contact: Jack Walsh (Public Works Director/Police Chief etc.) Title: Acting Utilities Director

Mailing Address: 351 Shearer Blvd. (Street Address/P.O. Box) Ph No.: 321-433-8710

Fx No.: 321-433-8704

Email Address : jwalsh@cocoafl.org

Cocoa FL 32922
(City) (State) (ZIP Code)

Official Contact: _____ (EMS Director/Fire Chief etc.) Title: _____

Mailing Address: _____ (Street Address/P.O. Box) Ph No.: _____

Fx No.: _____

Email Address : _____

_____
(City) (State) (ZIP Code)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

* City of Cocoa, Florida

Name of End User (local government, agency, or non-profit corporation)

*65 Stone Street

Mailing Address

*Cocoa, Florida 32922

City State ZIP Code

*By: Michael C Blake

Signature of chief elected or appointed official

* Michael C. Blake, Mayor 12/13/2011

Typed Name & Title of Signatory Date

Houston -Galveston Area Council

3555 Timmons Lane, Suite 120, Houston, TX 77027

By: _____

Executive Director

Attest: _____

Manager

Date: _____

*Denotes required fields

rev. 03/11

To:	City of Cocoa	**Contact:**	Chris Collier
Address:	65 Stone Street Cocoa, FL 32922	**Phone:**	(321) 433-8633
		Email:	Ccollier@cocoafl.org
Project Name:	FL - Cocoa - Phase II SS MH Rehab	**Bid Number:**	8114
Project Location:	Various Locations, Cocoa, FL	**Bid Date:**	1/8/2020

This bid proposal is figured utilizing the HGAC Contract Pricing (TP07-18)

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
001 - B35	Infiltration Control- Chemical Grout - * To Be Billed As Needed	1.00	GAL	$100.00	$100.00
004 - G11	Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch Geopolymer Liner	1,139.50	VF	$210.00	$239,295.00
005 - G14	Manhole Rehabilitation (Standard 4-ft Diameter) - Composite System - 1" Cementitious + 125 Mils Epoxy / Polyureathane	180.40	VF	$395.00	$71,258.00
006 - G17	Rebuild Bench and Invert	38.00	EACH	$425.00	$16,150.00
007 - G28	Vacuum Test Manhole (12" Mainline Or Smaller) - * To Be Billed As Needed	1.00	EACH	$400.00	$400.00
008 - G29	Holiday Test Manhole (Epoxy Only) - * To Be Billed As Needed	1.00	EACH	$400.00	$400.00
009 - G45	New manhole frame and cover-24"	3.00	EACH	$850.00	$2,550.00
010 - O12	Traffic Control Plan (per Setup)	38.00	EACH	$700.00	$26,600.00
011 - P35	Travel and Mobilization - Florida	1.00	EACH	$6,000.00	$6,000.00

Total Bid Price: $362,753.00

Notes:

- Actual Quantities to be determined in the field
- Ring & Covers to be supplied by the City of Cocoa
- A quantity of 1' per manhole is added in items 004-G11 and 005-G14 in order to account for coating of benches and inverts
- Items 001, 007 and 008 are to establish unit pricing. They will be charged on as needed basis
- If necessary, Owner / Contractor will provide bypass pumping
- Owner / Contractor will provide access to each and every manhole

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Vortex Services LLC

Authorized Signature: _____

Estimator: Bhaumi Chaurasia
(740) 707-1991 bchaurasia@vortexcompanies.com

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA) with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC.** Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS.** Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor.**

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.
EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC.** Further, **Contractor** agrees to encourage entities who are not members of H-GAC**'s** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor.** At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor.**

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

a. **General liability** insurance with a Single Occurrence limit of at least $1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC,** in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

DocuSign Envelope ID: CBE29C92-669B-46DB-83C[redacted]8047B0B61C

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Vortex Companies, LLC, hereinafter referred to as the Contractor, having its principal place of business at 18150 Imperial Valley Drive, Houston, TX 77060.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins 07/01/18 and ends 06/30/21. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 16 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States

Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. *Convenience*

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notifiy H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Vortex Companies, LLC

Signature Nicholas Banchetti
B7EF48F41231484...

Name Nicholas Banchetti

Title COO

Date 6/25/2018

H-GAC

DocuSigned by:
Signature
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 6/15/2018

DocuSign Envelope ID: EC943910-806A-445F-A113-44AD4714ADF1

HOUSTON-GALVESTON AREA COUNCIL

January 13, 2020

Mr. Lloyd Evans
Business & Systems Analyst
Vortex Companies, LLC
18150 Imperial Valley Drive
Houston, TX 77060

RE: Contract Changes on Contract TP07-18 for the Supply of Trenchless Pipeline Rehabilitation Services.

Dear Mr. Evans:

The Houston-Galveston Area Council has reviewed your request for contract changes in the above referenced contract (see attachments). We have determined that the changes are reasonable and conform to the provisions of the contract. Therefore, the request is approved.

Sincerely,

DocuSigned by:
Ronnie Barnes
D3E2DDD166F2488...

Ronnie O. Barnes
Director of Public Services

ROB/yf

Enclosures

Mailing Address
PO Box 22777
Houston, Texas 77227-2777
Phone 713-627-3200

Physical Address
3555 Timmons Lane, Suite 120
Houston, Texas 77027
Phone 713-627-3200

DocuSign Envelope ID: EC943910-806A-445F-A113-44AD4714ADF1

Date: **January 9, 2020**

To: Brian Denzel

From: Bill Burton

RE: **Contract Change Request**
Vortex Companies, LLC – Contract #TP07-18

Vortex Companies, LLC in correspondence of January 6, 2020 has requested their contract be amended to reflect product updates published January 2020.

Staff has reviewed the request and determined it to be in accordance with applicable contract requirements. This request represents a product listing update only. There is no price increase. Approval is recommended.

Please advise if and when request is approved so that we may advise appropriate staff and arrange for website update.

WEB
Attachments

DocuSign Envelope ID: EC943910-806A-445F-A113-44AD4714ADF1

Burton, William

From: Lloyd Evans <levans@vortexcompanies.com>
Sent: Monday, January 6, 2020 8:33 AM
To: Johnson, Veronica; Burton, William
Subject: Vortex Companies - TP07-18 additional line items
Attachments: HGAC - Price List Vortex Companies 3 - 12.2019.pdf

Categories: Red Category

CAUTION: This message originated outside of H-GAC. Please do not click links or open attachments unless you recognize the source and know the content is safe. Report any suspicious email using the Phish Alert button.

Hello,

We would like to add the following line items to our price list for the contract TP07-18 Trenchless Pipeline Rehabilitation Services:

	G61	WTP Structure Rehabilitation - 125 mil Epoxy / Polyurea / or approved equal	SQFT	80.00
	G62	WTP Structure Rehabilitation - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	SQFT	175.00
	G63	WTP Structure Rehabilitation - Composite System - each additional 1/2 inch Cementitious liner	SQFT	25.00
	G64	WTP Structure Rehabilitation - 1-inch Geopolymer liner	SQFT	145.00
	G65	WTP Structure Rehabilitation - Geopolymer liner each additional 1/2 inch	SQFT	40.00
	G66	WWTP, WTP, Water Conveyance Structures/Systems Assessment Technician (engineering, inspection, etc.)	HR	300.00

I have amended our price list and attached the .pdf to this message highlighting the changes in section G.

This change would affect all of our entities:

Quadex Lining Systems, LLC
Ricor Services, LLC
Schwalm USA, LLC
VacVision Environmental, LLC
Vaught Services, LLC
Vortex Companies, LLC
Vortex Industrial Solutions, LLC
Vortex Turnkey Solutions, LLC

Please let us know if any further action is needed on our part as well as when we can move forward with quoting members using the new line items.

Thank you very much for all of our assistance!

Lloyd Evans
Business & Systems Analyst
Vortex Companies
p: (832) 371-6083
m: (209) 423-1838
a: 18150 Imperial Valley Dr.,
Houston TX 77060
w: vortexcompanies.com
e: levans@vortexcompanies.com

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FORM D - Products and Services Offerings (Tab B)				
Offer Name:		**Vortex Companies, LLC**		
Invitation No.		**TP07-18 Trenchless Pipeline Rehabilitation Services**		
Section	**Item No.**	**Full Description**	**UNITS**	**PRICE**
A. Clean/TV and Evaluation for Gravity Pipelines				
	A1	Sewer Main Television Inspection (8" through 15" Diameter)	LF	4.00
	A2	Sewer Main Television Inspection (18" through 24" Diameter)	LF	6.00
	A3	Sewer Main Television Inspection (27" through 36" Diameter)	LF	8.00
	A4	Sewer Main Television Inspection (42" through 48" Diameter)	LF	12.00
	A5	Sewer Main Television Inspection (54" through 60" Diameter)	LF	14.00
	A6	Sewer Main Television Inspection (66" through 72" Diameter)	LF	22.00
	A7	Sewer Main Television Inspection (78" through 90" Diameter)	LF	35.00
	A8	Sewer Main Television Insepction (96" through 108" Diameter)	LF	40.00
	A9	Sewer Main Cleaning - Normal (8" through 15" Diameter)	LF	4.00
	A10	Sewer Main Cleaning - Normal (18" through 24" Diameter)	LF	6.00
	A11	Sewer Main Cleaning - Normal (27" through 36" Diameter)	LF	8.00
	A12	Sewer Main Cleaning - Normal (42" through 48" Diameter)	LF	12.00
	A13	Sewer Main Cleaning - Normal (54" through 60" Diameter)	LF	14.00
	A14	Sewer Main Cleaning - Normal (66" through 72" Diameter)	LF	22.00
	A15	Sewer Main Cleaning - Normal (78" through 90" Diameter)	LF	35.00
	A16	Sewer Main Cleaning - Normal (96" through 108" Diameter)	LF	40.00
	A17	Sewer Main Cleaning - Mechanical (8" through 15" Diameter)	LF	6.00
	A18	Sewer Main Cleaning - Mechanical (18" through 24" Diameter)	LF	8.00
	A19	Sewer Main Cleaning - Mechanical (27" through 36" Diameter)	LF	25.00
	A20	Sewer Main Cleaning - Mechanical (42" through 48" Diameter)	LF	35.00
	A21	Sewer Main Cleaning - Mechanical (54" through 60" Diameter)	LF	38.00
	A22	Sewer Main Cleaning - Mechanical (66" through 72" Diameter)	LF	55.00
	A23	Sewer Main Cleaning - Mechanical (78" through 90" Diameter)	LF	80.00
	A24	Sewer Main Cleaning - Mechanical (96" through 108" Diameter)	LF	110.00
	A25	6" Clean and TV storm sewer	LF	5.52
	A26	8" Clean and TV storm sewer	LF	5.52
	A27	10" Clean and TV storm sewer	LF	6.90
	A28	12" Clean and TV storm sewer	LF	6.90
	A29	15" Clean and TV storm sewer	LF	9.66
	A30	18" Clean and TV storm sewer	LF	13.80
	A31	21" Clean and TV storm sewer	LF	16.56
	A32	24" Clean and TV storm sewer	LF	19.32
	A33	27" Clean and TV storm sewer	LF	20.70
	A34	30" Clean and TV storm sewer	LF	27.60
	A35	33" Clean and TV storm sewer	LF	34.50
	A36	36" Clean and TV storm sewer	LF	41.40
	A37	42" Clean and TV storm sewer	LF	55.20
	A38	48" Clean and TV storm sewer	LF	69.00
	A39	54" Clean and TV storm sewer	LF	82.80
	A40	60" Clean and TV storm sewer	LF	100.00
	A41	66" Clean and TV storm sewer	LF	115.00
	A42	72" Clean and TV storm sewer	LF	130.00
	A43	78" Clean and TV storm sewer	LF	145.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	A44	84" Clean and TV storm sewer	LF	160.00
	A45	90" Clean and TV storm sewer	LF	175.00
	A46	96" Clean and TV storm sewer	LF	190.00
	A47	102" Clean and TV storm sewer	LF	205.00
	A48	108" Clean and TV storm sewer	LF	220.00
	A49	114" Clean and TV storm sewer	LF	235.00
	A50	Greater than 114" Clean and TV storm sewer	LF	250.00
	A51	6" - 12" Post TV Inspection After Rehabilitation	LF	5.00
	A52	14" - 20" Post TV Inspection After Rehabilitation	LF	5.00
	A53	21" - 36" Post TV Inspection After Rehabilitation	LF	9.00
	A54	37"- 42" Post TV Inspection After Rehabilitation	LF	12.00
	A55	43"- 48" Post TV Inspection After Rehabilitation	LF	22.00
	A56	49"- 54" Post TV Inspection After Rehabilitation	LF	32.00
	A57	55"- 60" Post TV Inspection After Rehabilitation	LF	42.00
	A58	61"- 72" Post TV Inspection After Rehabilitation	LF	52.00
	A59	73" or Larger Post TV Inspection After Rehabilitation	LF	62.00
	A60	Heavy Lift Station Cleaning (Remove all Debris to Bottom of LS - 4 hr minimum)	EA	4312.00
	A61	Major Lift Station Cleaning - Additional Hours	HR	1078.00
	A62	Minor Lift Station Cleaning (Skimming Top of LS - 4 hr minimum)	EA	1150.00
	A63	Minor Lift Station Cleaning - Additional Hours	HR	287.50
	A64	Vactor Truck Services	HR	500.00
	A65	Waste Water Treatment Plant Debris Removal/Sludge Hauling (Small)	YD	90.00
	A66	Waste Water Treatment Plant Debris Removal/Sludge Hauling (Large)	YD	350.00
	A67	Re-setup for TV Due to Point Repairs or Obstructions	EA	300.00
	A68	Mechanical Root removal	LF	8.00
	A69	Grease removal	LF	3.22
	A70	Other Remote Obstruction removal (max. 5 lf)	EA	690.00
	A71	Smoke Testing	LF	1.84
	A72	Manhole/Cleanout & Sewer Line Visual Inspection	EA	184.00
	A73	GPS Survey of Manholes & Cleanouts	EA	400.00
	A74	Heavy Debris Removal - MAN ENTRY	EA	250.00
	A75	Heavy Debris Removal - LARGE DIAMETER MAN ENTRY	EA	500.00
	A76	Heavy Debris Removal - REMOTE ENTRY	LF	1000.00
	A77	Dyed Water Flooding/Leak Quantification & Evaluation	EA	322.00
B. Centrifugally Cast Pipe Rehabilitation for Sewer Lines				
	B1	36" STORM PIPE - QLS REHABILITATION - 1." Thickness	LF	405.00
	B2	42" STORM PIPE - QLS REHABILITATION - 1." Thickness	LF	430.00
	B3	48" STORM PIPE - QLS REHABILITATION - 1." Thickness	LF	460.00
	B4	54" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	645.00
	B5	60” STORM PIPE - QLS CAST REHABILITATION - 1.5" Thickness	LF	678.00
	B6	66” STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	715.00
	B7	72” STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	850.00
	B8	78” STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	925.00
	B9	84” STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1075.00
	B10	90” STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1200.00
	B11	96” STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1500.00
	B12	102" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1800.00
	B13	108" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	2300.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	B14	Greater than 108" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	2700.00
	B15	NON ROUND SEWER PIPE	SF	55.00
	B16	36" SANITARY PIPE - QLS REHABILITATION - 1." Thickness	LF	405.00
	B17	42" SANITARY PIPE - QLS REHABILITATION - 1." Thickness	LF	430.00
	B18	48" SANITARY PIPE - QLS REHABILITATION - 1" Thickness	LF	460.00
	B19	54" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	645.00
	B20	60” SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	678.00
	B21	66” SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	715.00
	B22	72” SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	850.00
	B23	78” SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	925.00
	B24	84” SANITARY PIPE - QLS CAST REHABILITATION - 1.5" Thickness	LF	1075.00
	B25	90” SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1200.00
	B26	96” SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1500.00
	B27	102" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1800.00
	B28	108" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	2300.00
	B29	Greater than 108" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	2700.00
	B30	EACH ADDITIONAL .5" Thickness	SF	15.00
	B31	REINFORCEMENT WITH WELDED WIRE FABRIC- 4X4W4	SF(of WWF)	15.00
	B32	REINFORCEMENT WITH REBAR- #3	LF(of Rebar)	10.00
	B33	REINFORCEMENT WITH REBAR- #4	LF(of Rebar)	20.00
	B34	REINFORCEMENT WITH REBAR- #8	LF(of Rebar)	40.00
	B35	INFILTRATION CONTROL- CHEMICAL GROUT	GALLON	100.00
	B36	INFILTRATION CONTROL- QUAD-PLUG	PAIL	50.00
	B37	REBUILD INVERT	CF	75.00
	B38	JOINT PREPARATION	LF	20.00
	B39	ANTIMICROBIAL APPLICATION	SF	5.00
	B40	CHANNEL EXCAVATION	CY	50.00
	B41	DEBRIS REMOVAL	CY	65.00
	B42	CLEARING AND GRUBBING	AC	4500.00
	B43	TREE REMOVAL (6” – 12”)	EACH	1500.00
	B44	TREE REMOVAL (13” – 23”)	EACH	3000.00
	B45	TREE REMOVAL (> 24”)	EACH	5000.00
	B46	REWORK CATCHBASIN COVER TO ACCEPT NEW MANHOLE COVERS	EACH	1200.00
	B47	SERVICE LATERAL REINSTATEMENT - MAN ENTRY	EACH	250.00
C. Cured-In-Place Pipe (CIPP) Rehabilitation for Sewer Lines				
	C1	6" x 4.5mm STEAM / WATER CURE	LF	36.80
	C2	8" x 6.0mm STEAM WATER CURE	LF	34.96
	C3	10" x 6.0mm STEAM /WATER CURE	LF	38.64
	C4	12" x 6.0mm STEAM /WATER CURE	LF	53.36
	C5	15" x 7.5mm STEAM /WATER CURE	LF	64.40
	C6	18" x 9.0mm STEAM/WATER CURE	LF	78.20
	C7	21" x 9.0mm STEAM/WATER CURE	LF	105.80
	C8	24" x 10.5mm STEAM/WATER CURE	LF	128.80
	C9	27" x 10.5mm STEAM /WATER CURE	LF	147.20
	C10	30" x 12.0mm STEAM /WATER CURE	LF	174.80
	C11	33" x 12.0mm STEAM /WATER CURE	LF	207.00
	C12	36" x 12.0mm STEAM /WATER CURE	LF	230.00
	C13	42" x 13.5mm STEAM/WATER CURE	LF	257.60

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	C14	48" x 15.0mm STEAM /WATER CURE	LF	432.40
	C15	54" x 18.0mm STEAM/WATER CURE	LF	552.00
	C16	60" x 22.5mm STEAM /WATER CURE	LF	650.00
	C17	6" & 8" Additional 1.5mm	LF	0.92
	C18	10" & 12" Additional 1.5mm	LF	4.60
	C19	15" & 18" Additional 1.5mm	LF	13.80
	C20	21" & 24" Additional 1.5mm	LF	23.00
	C21	27" Additional 1.5mm	LF	27.60
	C22	30" Additional 1.5mm	LF	32.20
	C23	33" Additional 1.5mm	EA	36.80
	C24	36" Additional 1.5mm	EA	41.40
	C25	42" Additional 1.5mm	EA	46.00
	C26	48" Additional 1.5mm	EA	55.20
	C27	54" Additional 1.5mm	EA	64.40
	C28	60" Additional 1.5mm	EA	75.00
	C29	Internal reconnects on Cured-in-place pipe	EA	276.00
	C30	6" & 8" Additional .7mm	LF	4.00
	C31	10" & 12" Additional .7mm	LF	7.00
	C32	15" Additional .7mm	LF	9.00
	C33	18" Additional .7mm	LF	10.00
	C34	21" Additional .7mm	LF	12.00
	C35	24" Additional .7mm	LF	14.00
	C36	27" Additional .7mm	LF	15.00
	C37	30" Additional .7mm	LF	17.00
	C38	33" Additional .7mm	LF	18.00
	C39	36" Additional .7mm	LF	20.00
	C40	42" Additional .7mm	LF	29.00
	C41	48" Additional .7mm	LF	42.00
	C42	6"-12" CIPP Set-up Charge	LF	7.00
	C43	15"-18" CIPP Set-up Charge	LF	12.00
	C44	21"-24" CIPP Set-up Charge	LF	18.00
	C45	27"-36" CIPP Set-up Charge	LF	24.00
	C46	42"-48" CIPP Set-up Charge	LF	24.00
	C47	6" - 12" CIPP Additional Charge Per Install Length (>200')	LF	36.00
	C48	15" - 18" CIPP Additional Charge Per Install Length (>200')	LF	42.00
	C49	21" - 24" CIPP Additional Charge Per Install Length (>200')	LF	42.00
	C50	27" - 36" CIPP Additional Charge Per Install Length (>200')	LF	48.00
	C51	42" - 48" CIPP Additional Charge Per Install Length (>200')	LF	54.00
	C52	6" to 12" Backyard Easement Additional Set-up Per Install Length	LF	5.00
	C53	15" to 24" Backyard Easement Additional Set-up Per Install Length	LF	10.00
	C54	27" to 48" Backyard Easement Additional Set-up Per Install Length	LF	15.00
	C55	4" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	C56	5" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	C57	6" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	C58	4" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	C59	5" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	C60	6" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	C61	4"-6" Installation and cure of lateral liner from surface clean out to main	LF	5980.00
	C62	4"-6" Set-up for installations of <20 each total	EA	4600.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	C63	4"-6" Set-up for installations of 20-50 each total	EA	3220.00
	C64	4"-6" Set-up for installations of 51-150 each total	EA	1840.00
	C65	6" - 12" CIPP Setup Charge (< 300 LF)	EA	1000.00
	C66	15" - 21" CIPP Setup Charge (< 300 LF)	EA	1500.00
	C67	24" - 36" CIPP Setup Charge (< 300 LF)	EA	2000.00
	C68	36" or Larger CIPP Setup Charge (< 300 LF)	EA	4000.00
	C69	Backyard Easement Setup (6" - 10")	EA	2500.00
	C70	Backyard Easement Setup (12" - 18")	EA	3500.00
	C71	Timber Matting for Large Diameter Setup	SY	75.00
D. Pipe Bursting Rehabilitation for Sewer Lines				
	D1	Burst existing 6" to 6" IPS SDR 19 (0'- 8' deep)	LF	55.00
	D2	Burst existing 6" to 6" IPS SDR 19 (8'- 12' deep)	LF	61.00
	D3	Burst existing 6" to 6" IPS SDR 19 (12'- 16' deep)	LF	66.00
	D4	Burst existing 6" or 8" to 8" IPS SDR 19 (0'- 8' deep)	LF	63.00
	D5	Burst existing 6" or 8" to 8" IPS SDR 19 (8'- 12' deep)	LF	66.00
	D6	Burst existing 6" or 8" to 8" IPS SDR 19 (12'- 16' deep)	LF	70.00
	D7	Burst existing 8" or 10" to 10" IPS SDR 19 (0'- 8' deep)	LF	72.00
	D8	Burst existing 8" or 10" to 10" IPS SDR 19 (8'- 12' deep)	LF	78.00
	D9	Burst existing 8" or 10" to 10" IPS SDR 19 (12'- 16' deep)	LF	83.00
	D10	Burst existing 10" or 12" to 12" IPS SDR 19 (0'- 8' deep)	LF	81.00
	D11	Burst existing 10" or 12" to 12" IPS SDR 19 (8'- 12' deep)	LF	85.00
	D12	Burst existing 10" or 12" to 12" IPS SDR 19 (12'- 16' deep)	LF	90.00
	D13	Burst existing 12" or 15" to 16" IPS SDR 19 (0'- 8' deep)	LF	130.00
	D14	Burst existing 12" or 15" to 16" IPS SDR 19 (8'- 12' deep)	LF	142.00
	D15	Burst existing 12" or 15" to 16" IPS SDR 19 (12'- 16' deep)	LF	165.00
	D16	Burst existing 15" or 18" to 18" IPS SDR 19 (0'- 8' deep)	LF	160.00
	D17	Burst existing 15" or 18" to 18" IPS SDR 19 (8'- 12' deep)	LF	188.00
	D18	Burst existing 15" or 18" to 18" IPS SDR 19 (12'- 16' deep)	LF	200.00
	D19	Burst existing 18" or 21" to 22" IPS SDR 19 (0'- 8' deep)	LF	190.00
	D20	Burst existing 18" or 21" to 22" IPS SDR 19 (8'- 12' deep)	LF	224.00
	D21	Burst existing 18" or 21" to 22" IPS SDR 19 (12'- 16' deep)	LF	255.00
	D22	Burst existing 21" or 24" to 24" IPS SDR 19 (0'- 8' deep)	LF	240.00
	D23	Burst existing 21" or 24" to 24" IPS SDR 19 (8'- 12' deep)	LF	270.00
	D24	Burst existing 21" or 24" to 24" IPS SDR 19 (12'- 16' deep)	LF	300.00
	D25	Burst existing 24" or 27" to 28" IPS SDR 19 (0'- 8' deep)	LF	285.00
	D26	Burst existing 24" or 27" to 28" IPS SDR 19 (8'- 12' deep)	LF	300.00
	D27	Burst existing 24" or 27" to 28" IPS SDR 19 (12'- 16' deep)	LF	334.00
	D28	Burst existing 27" or 30" to 30" IPS SDR 19 (0'- 8' deep)	LF	305.00
	D29	Burst existing 27" or 30" to 30" IPS SDR 19 (8'- 12' deep)	LF	340.00
	D30	Burst existing 27" or 30" to 30" IPS SDR 19 (12'- 16' deep)	LF	375.00
	D31	8" - 12" Pipeburst Setup Charge (< 300 LF)	EA	3500.00
	D32	16" - 22" Pipeburst Setup Charge (< 300 LF)	EA	4000.00
	D33	24" or Larger Pipeburst Setup Charge (< 300 LF)	EA	6500.00
E. Pipe Bursting Rehabilitation for Water Lines				
	E1	Install 2" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	65.00
	E2	Install 4" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	80.00
	E3	Install 6" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	95.00

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	E4	Install 8" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	115.00
	E5	Install 10" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	135.00
	E6	Install 12" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	165.00
	E7	6" Flow Stop	EA	6500.00
	E8	8" Flow Stop	EA	7200.00
	E9	10" Flow Stop	EA	8800.00
	E10	12" Flow Stop	EA	10500.00
	E11	3/4" Service Tap, Install on 4"-8" Waterline	EA	1000.00
	E12	1" Service Tap, Install on 4"-8" Waterline	EA	1200.00
	E13	1.5" Service Tap, Install on 4"-8" Waterline	EA	1450.00
	E14	2" Service Tap, Install on 4"-8" Waterline	EA	2000.00
	E15	3/4" Service Tap, Install on 10"-12" Waterline	EA	1000.00
	E16	1" Service Tap, Install on 10"-12" Waterline	EA	1200.00
	E17	1.5" Service Tap, Install on 10"-12" Waterline	EA	1450.00
	E18	2" Service Tap, Install on 10"-12" Waterline	EA	2000.00
	E19	Install 4"-8" tee, to any size	EA	3600.00
	E20	Install 10"-12" tee, to any size	EA	4800.00
	E21	Install 4"-8" mechanical joint wet connection, to any size	EA	2750.00
	E22	Install 10"-12" wet connection, to any size	EA	6000.00
	E23	Auger and encase 4"-8", all depths, complete in place (to include pipe in casing)	LF	305.00
	E24	Auger and encase 10"-12", all depths, complete in place (to include pipe in casing)	LF	595.00
	E25	Annual and void space grouting	CY	200.00
	E26	Install 1" Corporation Stop with Valve Box	EA	400.00
	E27	Install 2" Corporation Stop with Valve Box	EA	700.00
	E28	Install 4" gate valve & box	EA	600.00
	E29	Install 6" gate valve & box	EA	800.00
	E30	Install 8" gate valve & box	EA	1200.00
	E31	Install 12" gate valve & box	EA	2200.00
	E32	Install 8"x2" service saddle	EA	900.00
	E33	Install 12"x1" service saddle	EA	1200.00
	E34	Install 12"x2" service saddle	EA	1300.00
	E35	Connect new 1" water line w/existing 1" water line	EA	400.00
	E36	Connect new 2" water line w/existing 2" water line	EA	500.00
	E37	Connect new 4" water line w/existing 4" water line	EA	600.00
	E38	Connect new 6" water line w/existing 6" water line	EA	700.00
	E39	Connect new 8" water line w/existing 8" water line	EA	800.00
	E40	Connect new 12" water line w/existing 12" water line	EA	1000.00
	E41	Install 3/4 inch service connections	EA	525.00
	E42	Remove and dispose of existing fire hydrant	EA	500.00
	E43	Salvage existing fire hydrant and re-install in new location	EA	3200.00
	E44	Repair pavement with cold mix asphalt	TON	150.00
	E45	Furnish and install 8" x 6" ductile iron fire hydrant tee	EA	535.00
	E46	Furnish and install 6" ductile iron pipe fire hydrant lead piping	EA	625.00
	E47	Furnish and install 8" x 6" fire hydrant or approved equal, including lead & FH valve	EA	4500.00
F. Sliplining With HDPE or FRP Rehabilitation				
	F1	6" HDPE IPS SDR 21 (0'- 8' deep)	LF	46.00
	F2	6" HDPE IPS SDR 21 (8'- 12' deep)	LF	50.60
	F3	6" HDPE IPS SDR 21 (12'- 16' deep)	LF	55.20

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	F4	8" HDPE IPS SDR 21 (0'- 8' deep)	LF	46.00
	F5	8" HDPE IPS SDR 21 (8'- 12' deep)	LF	50.60
	F6	8" HDPE IPS SDR 21 (12'- 16' deep)	LF	55.20
	F7	10" HDPE IPS SDR 21 (0'- 8' deep)	LF	50.60
	F8	10" HDPE IPS SDR 21 (8'- 12' deep)	LF	55.20
	F9	10" HDPE IPS SDR 21 (12'- 16' deep)	LF	59.80
	F10	12" HDPE IPS SDR 21 (0'- 8' deep)	LF	59.80
	F11	12" HDPE IPS SDR 21 (8'- 12' deep)	LF	64.40
	F12	12" HDPE IPS SDR 21 (12'- 16' deep)	LF	69.00
	F13	16" HDPE IPS SDR 21 (0'- 8' deep)	LF	69.00
	F14	16" HDPE IPS SDR 21 (8'- 12' deep)	LF	78.20
	F15	16" HDPE IPS SDR 21 (12'- 16' deep)	LF	92.00
	F16	18" HDPE IPS SDR 21 (0'- 8' deep)	LF	82.80
	F17	18" HDPE IPS SDR 21 (8'- 12' deep)	LF	92.00
	F18	18" HDPE IPS SDR 21 (12'- 16' deep)	LF	110.40
	F19	20" HDPE IPS SDR 21 (0'- 8' deep)	LF	110.40
	F20	20" HDPE IPS SDR 21 (8'- 12' deep)	LF	119.60
	F21	20" HDPE IPS SDR 21 (12'- 16' deep)	LF	133.40
	F22	24" HDPE IPS SDR 21 (0'- 8' deep)	LF	128.80
	F23	24" HDPE IPS SDR 21 (8'- 12' deep)	LF	138.00
	F24	24" HDPE IPS SDR 21 (12'- 16' deep)	LF	151.80
	F25	27" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	253.00
	F26	30" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	276.00
	F27	36" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	322.00
	F28	42" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	368.00
	F29	48" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	506.00
	F30	54" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	552.00
	F31	60" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	736.00
	F32	72" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	920.00
	F33	27" Installation of FRP or SRPCP segments <10lf joints	LF	303.60
	F34	30" Installation of FRP or SRPCP segments <10lf joints	LF	331.20
	F35	36" Installation of FRP or SRPCP segments <10lf joints	LF	386.40
	F36	42" Installation of FRP or SRPCP segments <10lf joints	LF	441.60
	F37	48" Installation of FRP or SRPCP segments <10lf joints	LF	607.20
	F38	54" Installation of FRP or SRPCP segments <10lf joints	LF	662.40
	F39	60" Installation of FRP or SRPCP segments <10lf joints	LF	883.20
	F40	72" Installation of FRP or SRPCP segments <10lf joints	LF	1104.00
	F41	27" Set-up for contiguous installations < 150 lf	LS	920.00
	F42	30" Set-up for contiguous installations < 150 lf	LS	1840.00
	F43	36" Set-up for contiguous installations < 150 lf	LS	1840.00
	F44	42" Set-up for contiguous installations < 150 lf	LS	1840.00
	F45	48" Set-up for contiguous installations < 150 lf	LS	1840.00
	F46	54" Set-up for contiguous installations < 150 lf	LS	1840.00
	F47	60" Set-up for contiguous installations < 150 lf	LS	1840.00
	F48	72" Set-up for contiguous installations < 150 lf	LS	1840.00
	F49	All Sizes Annular space grouting cement slurry base	CUFT	60.00
	F50	All Sizes Set-up for annular space grouting <100 cubic feet	LS	5000.00
	F51	High Density Urethane for grouting, slab lifting, void filling, pipe sealing etc.(500lb.min)	LB	92.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
G. Manhole and Structure Rehabilitation				
	G1	Structure (Manhole) Rehabilitation and Corrosion Protection and Additional Associated Items.		
	G2	Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch Portland-based cementitious liner	VF	150.00
	G3	Manhole Rehabilitation (Standard 5-ft Diameter) - 1-inch Portland-based cementitious liner	VF	160.00
	G4	Manhole Rehabilitation (Standard 6-ft Diameter) - 1-inch Portland-based cementitious liner	VF	170.00
	G5	Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch Calcium Aluminate-based cementitious liner	VF	200.00
	G6	Manhole Rehabilitation (Standard 5-ft Diameter) - 1-inch Calcium Aluminate-based cementitious liner	VF	230.00
	G7	Manhole Rehabilitation (Standard 6-ft Diameter) - 1-inch Calcium Aluminate-based cementitious liner	VF	260.00
	G8	Manhole Rehabilitation (Standard 4-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	300.00
	G9	Manhole Rehabilitation (Standard 5-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	350.00
	G10	Manhole Rehabilitation (Standard 6-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	400.00
	G11	Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch Geopolymer liner	VF	400.00
	G12	Manhole Rehabilitation (Standard 5-ft Diameter) - 1-inch Geopolymer liner	VF	450.00
	G13	Manhole Rehabilitation (Standard 6-ft Diameter) - 1-inch Geopolymer liner	VF	500.00
	G14	Manhole Rehabilitation (Standard 4-ft Diameter) - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	VF	600.00
	G15	Manhole Rehabilitation (Standard 5-ft Diameter) - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	VF	650.00
	G16	Manhole Rehabilitation (Standard 6-ft Diameter) - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	VF	700.00
	G17	Rebuild Bench and Invert	EA	1000.00
	G18	Lift / Pump Station Rehabilitation - 125 mil Epoxy / Polyurea / or approved equal	SQFT	80.00
	G19	Lift / Pump Station Rehabilitation - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	SQFT	175.00
	G20	Lift / Pump Station Rehabilitation - Composite System - each additional 1/2 inch Cementitious liner	SQFT	25.00
	G21	Lift / Pump Station Rehabilitation - 1-inch Geopolymer liner	SQFT	145.00
	G22	Lift / Pump Station Rehabilitation - Geopolymer liner each additional 1/2 inch	SQFT	40.00
	G23	WWTP Structure Rehabilitation - 125 mil Epoxy / Polyurea / or approved equal	SQFT	80.00
	G24	WWTP Structure Rehabilitation - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	SQFT	175.00
	G25	WWTP Structure Rehabilitation - Composite System - each additional 1/2 inch Cementitious liner	SQFT	25.00
	G26	WWTP Structure Rehabilitation - 1-inch Geopolymer liner	SQFT	145.00
	G27	WWTP Structure Rehabilitation - Geopolymer liner each additional 1/2 inch	SQFT	40.00
	G28	Vacuum Test Manhole (12" mainline or smaller)	EA	400.00
	G29	Holiday Test Manhole (Epoxy Only)	EA	400.00
	G30	Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - 1-inch cementitious	SQFT	35.00
	G31	Manhole Rehabilitation - Epoxy/Polyurea/or approved equal - (Standard 4-ft Diameter)	VF	400.00
	G32	Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - Epoxy/Polyurea/or approved equal	SQFT	80.00
	G33	Manhole Rehabilitation - w/1 inch Geopolymer	VF	400.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	G34	Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - 1-inch Geopolymer	SQFT	145.00
	G35	Installation of FRP rehabilitation structures up to 6' depth (Standard 4-ft Diameter)	EA	1800.00
	G36	Additional depth for FRP rehabilitation structures (Standard 4-ft Diameter)	VF	400.00
	G37	All Sizes Installation of poured in place structure without forms remaining depth <10 vf	SQFT	90.00
	G38	All Sizes Installation of poured in place structure with forms remaining depth <10 vf	SQFT	90.00
	G39	All Sizes Installation of poured in place structure without forms remaining depth +10 vf <20 vf	SQFT	90.00
	G40	All Sizes Installation of poured in place structure with forms remaining depth +10 vf <20 vf	SQFT	90.00
	G41	All Sizes Installation of poured in place structure without forms remaining depth +20 vf <40 vf	SQFT	90.00
	G42	All Sizes Installation of poured in place structure with forms remaining depth +20 vf <40 vf	SQFT	90.00
	G43	All Sizes Set-up for install of poured in place MH structure <100 sq ft	LS	1380.00
	G44	All Sizes Installation of Manhole Chimney Seal	EA	552.00
	G45	New manhole frame and cover-24"	EA	850.00
	G46	New manhole frame and cover-32"	EA	1500.00
	G47	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.)-24"	EA	1600.00
	G48	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.)-32"	EA	1920.00
	G49	Adjust manhole frame and cover up to 1 Ft	EA	950.00
	G50	Adjust manhole frame and cover over 1 Ft	VF	500.00
	G51	Invert Installation, 4' Dia.	EACH	1400.00
	G52	Invert Installation, 5' Dia.	EACH	1500.00
	G53	Invert Installation, 6' Dia.	EACH	1700.00
	G54	Invert Installation, Other Configurations	SF	2500.00
	G55	MACP MH Inspections - Level 1	EA	125.00
	G56	MACP MH Inspections - Level 2	EA	225.00
	G57	MACP MH Inspections - w/ Lidar - Level 2	EA	275.00
	G58	MACP MH Inspections - Level 1 (Deliverable)	EA	20.00
	G59	MACP MH Inspections - Level 2 (Deliverable)	EA	125.00
	G60	MACP MH Inspections w/ Lidard - Level 2 (Deliverable)	EA	200.00
	G61	WTP Structure Rehabilitation - 125 mil Epoxy / Polyurea / or Approved Equal	SQFT	80.00
	G62	WTP Structure Rehabilitation - Composite System - 1" Cementitious + 125 mils Epoxy / Polyeurea	SQFT	175.00
	G63	WTP Structure Rehabilitation - Composite System - each additional 1/2 inch Cementitious Liner	SQFT	25.00
	G64	WTP Structure Rehabilitation - 1-inch Geopolymer Liner	SQFT	145.00
	G65	WTP Structure Rehabilitation - Geopolymer liner each additional 1/2 inch	SQFT	40.00
	G66	Assessment Technician (Engineering, Inspection, Etc.) - $300	HR	300.00
H. Excavation and Associated Items.				
	H1	6" - 8" Point repair (0'- 8' deep)	EA	4830.00
	H2	6" - 8" Point repair (8'- 12' deep)	EA	5520.00
	H3	6" - 8" Point repair (12'-16' deep)	EA	10350.00
	H4	10" - 12" Point repair (0'- 8' deep)	EA	5060.00
	H5	10" - 12" Point repair (8'- 12' deep)	EA	5750.00
	H6	10" - 12" Point repair (12'-16' deep)	EA	11500.00
	H7	15" - 18" Point repair (0'-8' deep)	EA	6900.00
	H8	15" - 18" Point repair (8'-12' deep)	EA	8050.00
	H9	15" - 18" Point repair (12'-16' deep)	EA	13800.00
	H10	21" - 24" Point repair (0'-8' deep)	EA	13800.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	H11	21" - 24" Point repair (8'-12' deep)	EA	16100.00
	H12	21" - 24" Point repair (12'-16' deep)	EA	20700.00
	H13	6" - 8" Point repair extra length over 10 linear feet	LF	89.70
	H14	10" - 12" Point repair extra length over 10 linear feet	LF	89.70
	H15	15" - 18" Point repair extra length over 10 linear feet	LF	138.00
	H16	21" - 24" Point repair extra length over 10 linear feet	LF	207.00
	H17	Obstruction Removal (0'- 12' deep)	EA	3450.00
	H18	Obstruction Removal (12'- 15' deep)	EA	5750.00
	H19	External reconnect (0'- 8' deep) up to 5 linear feet	EA	1265.00
	H20	External reconnect (8'- 12' deep) up to 5 linear feet	EA	1725.00
	H21	External reconnect (12'- 16' deep) up to 5 linear feet	EA	4025.00
	H22	External reconnect (16-20' deep) up to 5 linear feet	EA	9775.00
	H23	External reconnect (over 20' deep) up to 5 linear feet	EA	14375.00
	H24	Extra length service connection over 5 linear feet	LF	127.00
	H25	Remove and replace or install cleanout	EA	1840.00
	H26	New pipe installation by open cut 6" - 8" (0'- 8' deep)	LF	75.00
	H27	New pipe installation by open cut 6" - 8" (8'- 12' deep)	LF	80.00
	H28	New pipe installation by open cut 6" - 8" (12'-16' deep)	LF	105.00
	H29	New pipe installation by open cut 10" - 12" (0'- 8' deep)	LF	79.00
	H30	New pipe installation by open cut 10" - 12" (8'- 12' deep)	LF	86.00
	H31	New pipe installation by open cut 10" - 12" (12'-16' deep)	LF	115.00
	H32	New pipe installation by open cut 15" - 18" (0'-8' deep)	LF	125.00
	H33	New pipe installation by open cut 15" - 18" (8'-12' deep)	LF	145.00
	H34	New pipe installation by open cut 15" - 18" (12'-16' deep)	LF	165.00
	H35	New pipe installation by open cut 21" - 24" (0'-8' deep)	LF	145.00
	H36	New pipe installation by open cut 21" - 24" (8'-12' deep)	LF	165.00
	H37	New pipe installation by open cut 21" - 24" (12'-16' deep)	LF	185.00
	H38	Mobilization for open cut WO under 200' of pipe	EA	2500.00
	H39	Connection to existing manhole for open cut intallation	EA	2000.00
	H40	Pipe Seal Fix (8" Diameter)-Stainless Steel with EDPM	EA	3500.00
	H41	Pipe Seal Fix (10" Diameter)-Stainless Steel with EDPM	EA	3640.00
	H42	Pipe Seal Fix (12" Diameter)-Stainless Steel with EDPM	EA	3780.00
	H43	Pipe Seal Fix (15" Diameter)-Stainless Steel with EDPM	EA	4060.00
	H44	Pipe Seal Fix (18" Diameter)-Stainless Steel with EDPM	EA	4340.00
	H45	Pipe Seal Fix (21" Diameter)-Stainless Steel with EDPM	EA	4760.00
	H46	Pipe Seal Fix (24" Diameter)-Stainless Steel with EDPM	EA	5320.00
	H47	Access Pit (0'-8' deep)	EA	2875.00
	H48	Access Pit (8'-12' deep)	EA	4025.00
	H49	Access Pit (12'-16' deep)	EA	7475.00
	H50	Access Pit (16'-20' deep)	EA	9775.00
	H51	Access Pit (over 20' deep)	EA	15000.00
	H52	Potholing for Nearby Utility Location or Obstruction Removal (0'-8' deep)	EA	2300.00
	H53	Potholing for Nearby Utility Location or Obstruction Removal (8'-12' deep)	EA	2875.00
	H54	Potholing for Nearby Utility Location or Obstruction Removal (12'-16' deep)	EA	4025.00
	H55	Potholing for Nearby Utility Location or Obstruction Removal (16'-20' deep)	EA	7475.00
	H56	Trench safety (0-8' deep)	LF	5.75
	H57	Trench safety (8-12' deep)	LF	9.00
	H58	Trench safety (12-16' deep)	LF	20.00
	H59	Trench safety (16-20' deep)	LF	35.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	H60	Trench safety over 20' deep)	LF	100.00
	H61	Install New 4' DIA precast manhole 0' - 6' deep	EA	5980.00
	H62	Extra depth 4' DIA precast manhole over 6' deep	VF	633.00
	H63	Install New 5' DIA precast manhole 0' - 6' deep	EA	7820.00
	H64	Extra depth 5' DIA precast manhole over 6' deep	VF	863.00
	H65	Install New 6' DIA precast manhole 0' - 6' deep	EA	11270.00
	H66	Extra depth 6' DIA precast manhole over 6' deep	VF	1214.00
	H67	Install New 4' DIA fiberglass manhole 0' - 6' deep	EA	6325.00
	H68	Extra depth 4' DIA fiberglass manhole over 6' deep	VF	633.00
	H69	Install New 5' DIA fiberglass manhole 0' - 6' deep	EA	8050.00
	H70	Extra depth 5' DIA fiberglass manhole over 6' deep	VF	914.00
	H71	Install New 6' DIA fiberglass manhole 0' - 6' deep	EA	13800.00
	H72	Extra depth 6' DIA fiberglass manhole over 6' deep	VF	1214.00
	H73	Sanitary Sewer Structure, Type B Structure, Up to 6' deep	EA	14375.00
	H74	Extra Depth Type B Structure, greater than 6' depth	VF	863.00
	H75	Sanitary Sewer Structure, Type C Structure, Up to 6' deep	EA	14375.00
	H76	Extra Depth Type C Structure, greater than 6' depth	VF	863.00
	H77	Cement stabilized sand	TON	44.00
	H78	Granular backfill/Crushed Rock	TON	41.00
	H79	Flowable Fill	CY	167.00
	H80	Dewatering setup (well pointing) maximum 25' deep, includes 20 linear feet setup	EA	8625.00
	H81	Extra length dewatering over 20 linear feet	LF	100.00
	H82	Operation Maintain Well Points by the Day	DAY	978.00
	H83	Extra hand excavation	CY	144.00
I. Horizontal Directional Drilling (HDD)				
	I1	2"-4" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA/LF	38.79
	I2	2"-4" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA/LF	38.79
	I3	2"-4" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA/LF	45.00
	I4	2"-4" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	46.88
	I5	2"-4" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA/LF	5.63
	I6	6"-8" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA/LF	43.28
	I7	6"-8" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA/LF	43.28
	I8	6"-8" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA/LF	48.91
	I9	6"-8" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	59.21
	I10	6"-8" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA/LF	8.13
	I11	10"-12" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA/LF	46.88
	I12	10"-12" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA/LF	46.88
	I13	10"-12" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA/LF	50.68
	I14	10"-12" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	70.31
	I15	10"-12" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA/LF	13.75
	I16	15"-18" Installation of pipe clay ground conditions (pipe cost excluded	IN/DIA/LF	160.71
	I17	15"-18" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA/LF	160.71
	I18	15"-18" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded	IN/DIA/LF	208.34
	I19	15"-18" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	225.00
	I20	15"-18" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA/LF	26.04
	I21	21"-24" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA/LF	187.50
	I22	21"-24" Installation of pipe loose sand ground conditions (pipe cost excluded	IN/DIA/LF	187.50
	I23	21"-24" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA/LF	255.69

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	I24	21"-24" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	312.50
	I25	21"-24" Installation of pipe ground conditions per 1000 psi increase over 8000 ps	IN/DIA/LF	31.96
	I26	Access Pit for Directional Drill (0'-8' deep)	EA	1106.25
	I27	Access Pit for Directional Drill (8'-12' deep)	EA	1666.25
	I28	Access Pit for Directional Drill (12'-16' deep)	EA	2962.50
	I29	Access Pit for Directional Drill (16'-20' deep)	EA	5556.25
	I30	2"-4" Set-up for contiguous lengths <150 lf	LS	3625.00
	I31	6"-8" Set-up for contiguous lengths <150 lf	LS	3625.00
	I32	10"-12" Set-up for contiguous lengths <150 lf	LS	3625.00
	I33	15"-18" Set-up for contiguous lengths <150 lf	LS	3625.00
	I34	21"-24" Set-up for contiguous lengths <150 lf	LS	3625.00
	I35	27"-36" Set-up for contiguous lengths <150 lf	LS	3625.00
J. Bypass Pumping for Gravity Pipe and Associated Items.				
	J1	Set up 4" pump and piping including up to 1000 feet of bypass discharge line	EA	2559.00
	J2	Set up 6" pump and piping including up to 1000 feet of bypass discharge line	EA	4800.00
	J3	Set up 8" pump and piping including up to 1000 feet of bypass discharge line	EA	11000.00
	J4	Set up 12" pump and piping including up to 1000 feet of bypass discharge line	EA	17400.00
	J5	Set up 18" pump and piping including up to 1000 feet of bypass discharge line	EA	27000.00
	J6	Additional Length 8" Bypass Discharge Line over 1000 feet	LF	36.00
	J7	Additional Length 10" Bypass Discharge Line over 1000 feet	LF	48.00
	J8	Additional Length 12" Bypass Discharge Line over 1000 feet	LF	88.00
	J9	Additional Length 18" Bypass Discharge Line over 1000 feet	LF	132.00
	J10	Operate 4" pumping System per pump	DAY	500.00
	J11	Operate 6" pumping System per pump	DAY	2880.00
	J12	Operate 8" pumping System per pump	DAY	5640.00
	J13	Operate 12" pumping System per pump	DAY	8840.00
	J14	Operate 18" pumping System per pump	DAY	17760.00
	J15	Bypass - Driveway Ramp (Setup, Operate, Maintain)	DAY	3000.00
	J16	Bypass - Street Ramp (Setup, Operate, Maintain)	DAY	3000.00
	J17	Bypass - Street Trenching excluding restoration for 8" Pipe (Setup, Operate, Maintain)	LF	92.00
	J18	Bypass - Street Trenching excluding restoration for 12" Pipe (Setup, Operate, Maintain)	LF	92.00
	J19	Bypass - Street Trenching excluding restoration for 18" Pipe (Setup, Operate, Maintain)	LF	92.00
	J20	PIPE FUSION MACHINE 6"-18"	DAY	625.00
	J21	PIPE FUSION MACHINE 4" - 12"	DAY	550.00
	J22	PUMP 3" SELF PRIME - DIESEL	DAY	87.50
	J23	PUMP 3" VENTURI PRIME - DIESEL	DAY	106.00
	J24	PUMP 4" VAC ASSIST - DIESEL	DAY	148.00
	J25	PUMP 4" DBA-SILENCER VAC ASSIST - DIESEL	DAY	153.00
	J26	PUMP 6" VAC ASSIST - DIESEL	DAY	163.00
	J27	PUMP 6" DBA-SILENCER VAC ASSIST - DIESEL	DAY	191.00
	J28	PUMP 8" VENTURI PRIME - DIESEL	DAY	258.00
	J29	PUMP 8" SUPER VENTURI PRIME - DIESEL	DAY	258.00
	J30	PUMP 8" SUPER VAC ASSIST - DIESEL	DAY	258.00
	J31	PUMP 8" SUPER VAC ASSIST - DIESEL	DAY	450.00
	J32	PUMP 12" VENTURI PRIME - DIESEL	DAY	430.00
	J33	PUMP 12" VAC ASSIST - DIESEL	DAY	430.00
	J34	PUMP 12" DBA-SILENCER VAC ASSIST - DSL	DAY	600.00
	J35	PUMP 12" SUPERVAC ASSIST - DIESEL	DAY	430.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	J36	PUMP 12"DBA-SILNCER SUPER VAC ASSIST-DSL	DAY	600.00
	J37	PUMP 14" VAC ASSIST - DIESEL	DAY	758.00
	J38	PUMP 18" VAC ASSIST - DIESEL	DAY	1225.00
	J39	PUMP 18" DBA-SILENCER VAC ASSIST - DSL	DAY	875.00
	J40	PUMP 10X8 VAC ASSIST - DIESEL	DAY	438.00
	J41	PUMP 10X8 DBA-SILENCER VAC ASSIST-DIESEL	DAY	625.00
	J42	PUMP 1" TO 1.5" AOD - POLY	DAY	67.00
	J43	PUMP 2" AOD - ALUMINUM	DAY	47.00
	J44	PUMP 2" AOD - STAINLESS	DAY	95.00
	J45	PUMP 2" AOD - POLY	DAY	116.00
	J46	PUMP 3" AOD - ALUMINUM	DAY	53.00
	J47	PUMP 3" AOD - STAINLESS	DAY	116.00
	J48	PUMP 2" TRASH	DAY	75.00
	J49	PUMP 3" TRASH	DAY	106.00
	J50	PUMP 4" TRASH	DAY	147.00
	J51	PUMP 4" HYDRAULIC HEAD - VORTEX	DAY	125.00
	J52	4" HYDRAULIC PUMP HEAD - CAST IRON	DAY	125.00
	J53	4" HYDRAULIC PUMP HEAD - SLUDGE	DAY	125.00
	J54	6" HYDRAULIC PUMP HEAD - CAST IRON	DAY	150.00
	J55	6" HYDRAULIC PUMP HEAD - STAINLESS	DAY	150.00
	J56	6" HYDRAULIC PUMP HEAD - SLUDGE	DAY	150.00
	J57	8" HYDRAULIC PUMP HEAD - CAST IRON	DAY	188.00
	J58	12" HYDRAULIC PUMP HEAD - CAST IRON	DAY	250.00
	J59	25HP HYDRAULIC POWER UNIT	DAY	188.00
	J60	65HP HYDRAULIC POWER UNIT	DAY	250.00
	J61	150HP HYDRAULIC POWER UNIT	DAY	584.00
	J62	PUMP 6" PISTON DBA-WELLPOINT - DIESEL	DAY	250.00
	J63	PUMP 8" PISTON DBA-WELLPOINT - DIESEL	DAY	375.00
	J64	GATE VALVE 6" AND UNDER STAINLESS STEEL	DAY	20.00
	J65	GATE VALVE 8"	DAY	19.00
	J66	GATE VALVE 8" STAINLESS STEEL	DAY	38.00
	J67	GATE VALVE 12"	DAY	7.00
	J68	GATE VALVE 12" STAINLESS STEEL	DAY	28.00
	J69	GATE VALVE 14"	DAY	20.00
	J70	18" KNIFE GATE VALVE	DAY	185.00
	J71	GATE VALVE 12"	DAY	7.00
	J72	4" CHECK VALVE	DAY	16.00
	J73	12" CHECK VALVE	DAY	47.00
	J74	STANDALONE PUMP MANIFOLD	DAY	188.00
	J75	HOSE 2X20 PVC SUCTION - CAMLOCK	DAY	12.00
	J76	HOSE 2X20 RUBBER SUCTION - CAMLOCK	DAY	12.00
	J77	HOSE 2X50 RUBBER DISCHARGE - CAMLOCK	DAY	12.00
	J78	HOSE 2X50 LAYFLAT DISCHARGE - CAMLOCK	DAY	9.00
	J79	HOSE 3X20 PVC SUCTION - CAMLOCK	DAY	33.00
	J80	HOSE 3X20 TANK TRUCK - CAMLOCK	DAY	33.00
	J81	HOSE 3X20 RUBBER SUCTION - CAMLOCK	DAY	33.00
	J82	HOSE 3X50 LAYFLAT DISCHARGE - CAMLOCK	DAY	10.00
	J83	HOSE 4X10 RUBBER SUCTION - QC	DAY	19.00
	J84	HOSE 4X20 PVC SUCTION - CAMLOCK	DAY	14.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	J85	HOSE 4X20 KANAFLEX SUCTION - CAMLOCK	DAY	24.00
	J86	HOSE 4X20 OSD - FLANGED	DAY	31.00
	J87	HOSE 4X20 TANK TRUCK - FLANGED	DAY	31.00
	J88	HOSE 4X20 TANK TRUCK - CAMLOCK	DAY	24.00
	J89	HOSE 4X20 RUBBER SUCTION - CAMLOCK	DAY	24.00
	J90	HOSE 4X20 RUBBER SUCTION - QC	DAY	24.00
	J91	HOSE 4X50 LAYFLAT DISCHARGE - CAMLOCK	DAY	24.00
	J92	HOSE 4X50 LAYFLAT DISCHARGE - QC	DAY	24.00
	J93	HOSE 4X50 RUBBER DISCHARGE - CAMLOCK	DAY	24.00
	J94	HOSE 6X10 RUBBER SUCTION - CAMLOCK	DAY	24.00
	J95	HOSE 6X10 RUBBER SUCTION - QC	DAY	24.00
	J96	HOSE 6X20 PVC SUCTION - CAMLOCK	DAY	24.00
	J97	HOSE 6X20 KANAFLEX SUCTION - CAMLOCK	DAY	44.00
	J98	HOSE 6X20 KANAFLEX SUCTION - QC	DAY	44.00
	J99	HOSE 6X20 COMPOSITE OSD - FLANGED	DAY	44.00
	J100	HOSE 6X20 OSD - FLANGED	DAY	44.00
	J101	HOSE 6X20 TANK TRUCK - CAMLOCK	DAY	44.00
	J102	HOSE 6X20 RUBBER SUCTION - CAMLOCK	DAY	44.00
	J103	HOSE 6X20 RUBBER SUCTION - QC	DAY	44.00
	J104	HOSE 6X50 LAYFLAT DISCHARGE - CAMLOCK	DAY	44.00
	J105	HOSE 6X50 LAYFLAT DISCHARGE - QC	DAY	44.00
	J106	HOSE 6X50 RUBBER DISCHARGE - CAMLOCK	DAY	44.00
	J107	HOSE 8X10 KANAFLEX SUCTION - QC	DAY	75.00
	J108	HOSE 8X10 RUBBER SUCTION - QC	DAY	50.00
	J109	HOSE 8X20 KANAFLEX SUCTION - CAMLOCK	DAY	50.00
	J110	HOSE 8X20 KANAFLEX SUCTION - QC	DAY	50.00
	J111	HOSE 8X20 COMPOSITE OSD - FLANGED	DAY	50.00
	J112	HOSE 8X20 OSD - FLANGED	DAY	50.00
	J113	HOSE 8X20 RUBBER SUCTION - QC	DAY	50.00
	J114	HOSE 8X50 LAYFLAT DISCHARGE - CAMLOCK	DAY	50.00
	J115	HOSE 8X50 LAYFLAT DISCHARGE - QC	DAY	50.00
	J116	HOSE 8X50 RUBBER DISCHARGE - QC	DAY	50.00
	J117	HOSE 10X20 OSD - FLANGED	DAY	57.00
	J118	HOSE 12X10 STAINLESS - FLANGED	DAY	125.00
	J119	HOSE 12X10 OSD - FLANGED	DAY	83.00
	J120	HOSE 12X10 RUBBER SUCTION - FLANGED	DAY	83.00
	J121	HOSE 12X10 RUBBER SUCTION - QC	DAY	83.00
	J122	HOSE 12X20 OSD - FLANGED	DAY	75.00
	J123	HOSE 12X20 RUBBER SUCTION - QC	DAY	83.00
	J124	HOSE 12X25 OSD - FLANGED	DAY	74.00
	J125	HOSE 12X25 OSD DISCHARGE - FLANGED	DAY	74.00
	J126	HOSE 12X30 OSD DISCHARGE - FLANGED	DAY	148.00
	J127	HOSE 14X10 OSD - FLANGED	DAY	148.00
	J128	HOSE 14X20 OSD - FLANGED	DAY	144.00
	J129	6 X 6 CONTAINMENT BERM	DAY	63.00
	J130	8" 45 DEGREE QC ELBOW FITTING	DAY	19.00
	J131	8" 90 DEGREE BAUER FITTING	DAY	19.00
	J132	1 X 50 HYD HOSE	DAY	113.00
	J133	1-1/4 X 50 HYDRAULIC HOSE	DAY	113.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	J134	FLANGED REDUCERS (ALL SIZES)	DAY	13.00
	J135	Y'S	DAY	7.00
	J136	T'S	DAY	13.00
	J137	STRAINERS (ALL SIZES)	DAY	7.00
	J138	BUTTERFLY VALVES	DAY	19.00
	J139	90'S	DAY	25.00
	J140	45'S	DAY	25.00
	J141	4" ISOLATION VALVE	DAY	19.00
	J142	GATE VALVE 6" AND UNDER	DAY	17.00
	J143	12" HDPE 90	DAY	19.00
	J144	SUCTION/DISCHARGE MANIFOLD	DAY	125.00
	J145	12 X 12 CONTAINMENT BERM	DAY	125.00
	J146	12"-18" PIPE PLUG	DAY	51.00
	J147	4 X 10 BAUER PIPE	DAY	19.00
	J148	6 X 10 BAUER PIPE	DAY	19.00
	J149	6 X 20 BAUER PIPE	DAY	25.00
	J150	8 X 10 BAUER PIPE	DAY	25.00
	J151	8 X 20 BAUER PIPE	DAY	25.00
	J152	10' BRIDGE STYLE ROAD CROSSING	DAY	375.00
	J153	12" ROAD CROSSING	DAY	73.00
	J154	12" ROAD CROSSING DOUBLE WIDE	DAY	125.00
	J155	8" ROAD CROSSING	DAY	125.00
	J156	10" ROAD CROSSING DOUBLE WIDE	DAY	125.00
	J157	12" ROAD CROSSING	DAY	125.00
	J158	12" ROAD CROSSING DOUBLE WIDE	DAY	125.00
	J159	18" ROAD CROSSING	DAY	188.00
	J160	12 X 10 TYPE A BAUER PIPE	DAY	25.00
	J161	JET ROD	DAY	89.00
	J162	15" - 30" PIPE PLUG	DAY	89.00
	J163	WELLPOINT RISER	DAY	5.00
	J164	SWING ARM ASSEMBLY	DAY	5.00
	J165	8" WELLPOINT HEADER PVC	DAY	25.00
	J166	8" SCHEDULE 40 PVC 90	DAY	12.00
	J167	8" SCHEDULE 40 PVC TEE	DAY	12.00
	J168	6X20 WELLPOINT HEADER PIPE	DAY	19.00
	J169	6" - 20" FUSION MACHINE	DAY	625.00
	J170	8" HDPE PIPE DR17	LF	5.00
	J171	12X8 HDPE REDUCER	DAY	13.00
	J172	12" HDPE PIPE SDR 17	LF	5.00
	J173	12" HDPE PIPE SDR 26	LF	5.00
	J174	14" HDPE 14 X 12 REDUCER	DAY	8.00
	J175	18X12 HDPE REDUCER	DAY	8.00
	J176	18" HDPE 90	DAY	8.00
	J177	18" HDPE SDR 32.5	DAY	3.00
	J178	18" HDPE FLG W/BACKUP RING	DAY	8.00
	J179	18" HDPE 45 BEND	DAY	8.00
	J180	18" KNIFE VALVE	DAY	63.00
	J181	HDPE 45'S	DAY	3.00
	J182	HDPE 90'S	DAY	3.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	J183	18" HDPE PIPE DR17	LF	5.00
	J184	24" - 48" PIPE PLUG	DAY	160.00
	J185	8" PIPE PLUG	DAY	20.00
	J186	10" PIPE PLUG	DAY	24.00
	J187	12" PIPE PLUG	DAY	27.00
	J188	36" - 60" PIPE PLUG	DAY	297.00
	J189	12" FLNG TEE FLOAT HDPE	DAY	7.00
	J190	18 HDPE FLOATING TEE SUCTION	DAY	10.00
	J191	18" X 4" SADDLE	DAY	19.00
	J192	4" QC 45 BEND	DAY	7.00
	J193	4" QC 90 BEND	DAY	7.00
	J194	END CAP 6"	DAY	7.00
	J195	6" QC FLG X SOCKET	DAY	5.00
	J196	6" QC TEE	DAY	3.00
	J197	6" QC 45 BEND	DAY	5.00
	J198	16" HDPE PIPE	DAY	3.00
	J199	6" QC 90 BEND	DAY	5.00
	J200	8" QC FLG X SOCKET	DAY	3.00
	J201	8X12 QC ENLARGER	DAY	5.00
	J202	8"QC MPT X BALL	DAY	5.00
	J203	8 X 6 QC REDUCER	DAY	5.00
	J204	8" QC STRAINER	DAY	7.00
	J205	8" QC TEE	DAY	3.00
	J206	8" QC 45 BEND	DAY	3.00
	J207	8" QC FLG X BALL	DAY	15.00
	J208	8" QC 90 BEND	DAY	3.00
	J209	FLOAT SWITCH	DAY	9.00
	J210	8 X 20 QCP PIPE DR26	DAY	25.00
	J211	12" QC 90	DAY	5.00
	J212	12" QC 45	DAY	5.00
	J213	FITTING ELBOW 4" 90 DEGREES	DAY	7.00
	J214	FITTING ELBOW 8" 90 DEGREES	DAY	19.00
	J215	PUMP HYDROSTATIC TEST 10K PSI AIR	DAY	43.00
	J216	PUMP HYDROSTATIC TEST 8K PSI	DAY	59.00
	J217	HOSE 8' PUMP HYDROSTATIC TEST	DAY	73.00
	J218	PUMP WATCH PER 8 HOUR SHIFT	8HR	2000.00
	J219	HYDROSTATIC TESTING OF PIPING	HOUR	400.00
	J220	24 HOUR SYSTEM TEST	HOUR	400.00
	J221	TEAR DOWN 4" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	DAY	2400.00
	J222	TEAR DOWN 6" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	DAY	3000.00
	J223	TEAR DOWN 8" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	DAY	4300.00
	J224	TEAR DOWN 12" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	DAY	4200.00
	J225	TEAR DOWN 18" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	DAY	5500.00
	J226	TEAR DOWN ADDITIONAL BYPASS DISCHARGE LINE OVER 1000 FEET (ALL SIZES)	DAY	1500.00
K. Pressure Pipe Lining and Reinforced Pressure Pipe Lining Systems				
	K1	6" Installation of Pressure Pipe Lining (Potable)	LF	360.00
	K2	8" Installation of Pressure Pipe Lining (Potable)	LF	405.00
	K3	10" Installation of Pressure Pipe Lining (Potable)	LF	465.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	K4	12" Installation of Pressure Pipe Lining (Potable)	LF	516.00
	K5	15" Installation of Pressure Pipe Lining (Potable)	LF	585.00
	K6	18" Installation of Pressure Pipe Lining (Potable)	LF	705.00
	K7	21" Installation of Pressure Pipe Lining (Potable)	LF	786.00
	K8	24" Installation of Pressure Pipe Lining (Potable)	LF	879.00
	K9	27" Installation of Pressure Pipe Lining (Potable)	LF	960.00
	K10	30" Installation of Pressure Pipe Lining (Potable)	LF	1185.00
	K11	33" Installation of Pressure Pipe Lining (Potable)	LF	1380.00
	K12	36" Installation of Pressure Pipe Lining (Potable)	LF	1518.00
	K13	39" Installation of Pressure Pipe Lining (Potable)	LF	1746.00
	K14	42" Installation of Pressure Pipe Lining (Potable)	LF	2070.00
	K15	48" Installation of Pressure Pipe Lining (Potable)	LF	2760.00
	K16	54" Installation of Pressure Pipe Lining (Potable)	LF	3300.00
	K17	6" Reinforced Pressure Pipe Lining (Non-Potable)	LF	270.00
	K18	8" Reinforced Pressure Pipe Lining (Non-Potable)	LF	330.00
	K19	10" Reinforced Pressure Pipe Lining (Non-Potable)	LF	390.00
	K20	12" Reinforced Pressure Pipe Lining (Non-Potable)	LF	450.00
	K21	15" Reinforced Pressure Pipe Lining (Non-Potable)	LF	510.00
	K22	18" Reinforced Pressure Pipe Lining (Non-Potable)	LF	630.00
	K23	21" Reinforced Pressure Pipe Lining (Non-Potable)	LF	696.00
	K24	24" Reinforced Pressure Pipe Lining (Non-Potable)	LF	855.00
	K25	27" Reinforced Pressure Pipe Lining (Non-Potable)	LF	960.00
	K26	30" Reinforced Pressure Pipe Lining (Non-Potable)	LF	1095.00
	K27	33" Reinforced Pressure Pipe Lining (Non-Potable)	LF	1290.00
	K28	36" Reinforced Pressure Pipe Lining (Non-Potable)	LF	1518.00
	K29	39" Reinforced Pressure Pipe Lining (Non-Potable)	LF	1665.00
	K30	42" Reinforced Pressure Pipe Lining (Non-Potable)	LF	2010.00
	K31	48" Reinforced Pressure Pipe Lining (Non-Potable)	LF	2700.00
	K32	54" Reinforced Pressure Pipe Lining (Non-Potable)	LF	3000.00
	K33	6" Installation of End Seal	EA	4140.00
	K34	8" Installation of End Seal	EA	4140.00
	K35	10" Installation of End Seal	EA	4140.00
	K36	12" Installation of End Seal	EA	4140.00
	K37	15" Installation of End Seal	EA	5520.00
	K38	18" Installation of End Seal	EA	6900.00
	K39	21" Installation of End Seal	EA	6900.00
	K40	24" Installation of End Seal	EA	8280.00
	K41	27" Installation of End Seal	EA	8280.00
	K42	30" Installation of End Seal	EA	8280.00
	K43	33" Installation of End Seal	EA	9660.00
	K44	36" Installation of End Seal	EA	9660.00
	K45	39" Installation of End Seal	EA	11040.00
	K46	42" Installation of End Seal	EA	11040.00
	K47	48" Installation of End Seal	EA	13800.00
	K48	54" Installation of End Seal	EA	13800.00
	K49	6"to 12" System set-up charge (<150 lf)	EA	4140.00
	K50	15" to 21" System set-up charge (<150 lf)	EA	4140.00
	K51	24" to 33" System set-up charge (<150 lf)	EA	4140.00
	K52	36" to 54" System set-up charge (<150 lf)	EA	4140.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
L. Pressure Pipeline Bypass				
	L1	Set up bypass of mainlines sizes 2"- 4" AWWA approved bypass	LF	110.40
	L2	Connection of each service from 2"- 4" AWWA approved bypass	EA	1269.60
	L3	Operation of 2"- 4" AWWA approved bypass	Day	2760.00
	L4	Set up bypass of mainlines sizes 6"- 8" AWWA approved bypass	LF	138.00
	L5	Connection of each service from 6"- 8" AWWA approved bypass	EA	1407.60
	L6	Operation of 6"- 8" AWWA approved bypass	Day	3312.00
	L7	Set up bypass of mainlines sizes 10"- 12" AWWA approved bypass	LF	165.60
	L8	Connection of each service from 10"- 12" AWWA approved bypass	EA	1725.00
	L9	Operation of 10"- 12" AWWA approved bypass	Day	5520.00
	L10	Set up bypass of mainlines sizes 13"- 19" AWWA approved bypass	LF	414.00
	L11	Connection of each service from 13"- 19" AWWA approved bypass	EA	1794.00
	L12	Operation of 13"- 19" AWWA approved bypass	Day	6900.00
	L13	Set up bypass of mainlines sizes 20"- 24" AWWA approved bypass	EA	552.00
	L14	Connection of each service from 20"- 24" AWWA approved bypass	EA	2760.00
	L15	Operation of 20"- 24" AWWA approved bypass	Day	6900.00
	L16	Set up bypass of mainlines sizes 25"- 30" AWWA approved bypass	LF	966.00
	L17	Connection of each service from 25"- 30" AWWA approved bypass	EA	2760.00
	L18	Operation of 25"- 30" AWWA approved bypass	Day	8280.00
	L19	Set up bypass of mainlines sizes 31"- 37" AWWA approved bypass	LF	1242.00
	L20	Connection of each service from 31"- 37" AWWA approved bypass	EA	2760.00
	L21	Operation of 31"- 37" AWWA approved bypass	Day	8280.00
	L22	Set up bypass of mainlines sizes 38"- 48" AWWA approved bypass	LF	1656.00
	L23	Connection of each service from 38"- 48" AWWA approved bypass	EA	2760.00
	L24	Operation of 38"- 48" AWWA approved bypass	Day	8280.00
	L25	Annual Generator Maintenance	EA	5000.00
M. Line Cleaning and Inspection for Pressure Pipelines and Mechanical Cleaning				
	M1	6" Cleaning with pressure propelled pigs	LF	27.60
	M2	8" Cleaning with pressure propelled pigs	LF	27.60
	M3	10" Cleaning with pressure propelled pigs	LF	27.60
	M4	12" Cleaning with pressure propelled pigs	LF	27.60
	M5	15" Cleaning with pressure propelled pigs	LF	41.40
	M6	18" Cleaning with pressure propelled pigs	LF	41.40
	M7	21" Cleaning with pressure propelled pigs	LF	41.40
	M8	24" Cleaning with pressure propelled pigs	LF	55.20
	M9	27" Cleaning with pressure propelled pigs	LF	55.20
	M10	30" Cleaning with pressure propelled pigs	LF	55.20
	M11	33" Cleaning with pressure propelled pigs	LF	55.20
	M12	36" Cleaning with pressure propelled pigs	LF	110.40
	M13	42" Cleaning with pressure propelled pigs	LF	110.40
	M14	48" Cleaning with pressure propelled pigs	LF	110.40
	M15	54" Cleaning with pressure propelled pigs	LF	110.40
	M16	6" Cleaning with scrapers or other attached tools	LF	41.40
	M17	8" Cleaning with scrapers or other attached tools	LF	41.40
	M18	10" Cleaning with scrapers or other attached tools	LF	41.40
	M19	12" Cleaning with scrapers or other attached tools	LF	41.40
	M20	15" Cleaning with scrapers or other attached tools	LF	55.20

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	M21	18" Cleaning with scrapers or other attached tools	LF	55.20
	M22	21" Cleaning with scrapers or other attached tools	LF	55.20
	M23	24" Cleaning with scrapers or other attached tools	LF	69.00
	M24	27" Cleaning with scrapers or other attached tools	LF	69.00
	M25	30" Cleaning with scrapers or other attached tools	LF	69.00
	M26	33" Cleaning with scrapers or other attached tools	LF	96.60
	M27	36" Cleaning with scrapers or other attached tools	LF	96.60
	M28	42" Cleaning with scrapers or other attached tools	LF	110.40
	M29	48" Cleaning with scrapers or other attached tools	LF	138.00
	M30	54" Cleaning with scrapers or other attached tools	LF	165.60
	M31	6" Pressure pipe inspection	LF	11.04
	M32	8" Pressure pipe inspection	LF	11.04
	M33	10" Pressure pipe inspection	LF	13.80
	M34	12" Pressure pipe inspection	LF	13.80
	M35	15" Pressure pipe inspection	LF	13.80
	M36	18" Pressure pipe inspection	LF	19.32
	M37	21" Pressure pipe inspection	LF	19.32
	M38	24" Pressure pipe inspection	LF	19.32
	M39	27" Pressure pipe inspection	LF	19.32
	M40	30" Pressure pipe inspection	LF	19.32
	M41	33" Pressure pipe inspection	LF	19.32
	M42	36" Pressure pipe inspection	LF	22.08
	M43	42" Pressure pipe inspection	LF	22.08
	M44	48" Pressure pipe inspection	LF	27.60
	M45	54" Pressure pipe inspection	LF	41.40
	M46	Tuberculation Removal (Pressure & Gravity Pipelines)	LF	40.00
N. Restoration and Associated Items				
	N1	Saw Cutting up to 8" depth	LF	9.00
	N2	Saw Cutting over 8" depth	LF	12.00
	N3	Repair/Rehab 2" Asphalt pavement	SY	52.00
	N4	Repair/Rehab 8" Flex base	SY	46.00
	N5	Repair/Rehab 8" Concrete pavement	SY	173.00
	N6	Repair/Rehab 6" Concrete driveway	SY	121.00
	N7	Repair/Rehab 4" Concrete sidewalk	SY	98.00
	N8	Repair/Rehab Concrete curb and gutter	LF	29.00
	N9	Sodding	SY	29.00
	N10	Repair/Rehab chain link fence with new	LF	25.00
	N11	Repair/Rehab wooden fence with new	LF	29.00
	N12	TOPSOIL COMPLETE	CY	41.00
	N13	SANDING COMPLETE	CY	41.00
	N14	MULCH COMPLETE	CY	41.00
	N15	STRAW BALE BARRIER	LF	20.00
	N16	TREE REPLACEMENT: HARDWOODS, 2”	EACH	863.00
	N17	TREE REPLACEMENT: PINES, 2”	EACH	863.00
	N18	SHRUB REPLACEMENT: 1 GALLON	EACH	40.00
	N19	SHRUB REPLACEMENT: 3 GALLON	EACH	63.00
	N20	SHRUB REPLACEMENT: 5 GALLON	EACH	82.00
	N21	SHRUB REPLACEMENT: 7 GALLON	EACH	122.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	N22	BEDDING FLOWERS: PER FLAT OF 18	EACH	575.00
	N23	STONE RIP RAP TYPE I, 24" IN PLACE COMPLETE	SY	260.00
	N24	STONE RIP RAP TYPE III, 12" IN PLACE COMPLETE	SY	260.00
	N25	STONE GROUTED RIP RAP - 12" INSTALLED	SY	288.00
	N26	SILT FENCE TYPE A, COMPLETE	LF	12.00
	N27	SILT FENCE TYPE C, COMPLETE	LF	8.00
	N28	ORANGE BARRIER FENCE	LF	6.00
	N29	HAY BALES COMPLETE	EACH	160.00
	N30	PLASTIC FILTER FABRIC INSTALLED	SY	10.00
	N31	PERMANENT SOIL REINF MAT INSTALLED	SF	125.00
O. Additional Labor Rates and Traffic Control				
	O1	SUPERINTENDENT - REGULAR	HR	35.00
	O2	FOREMAN - REGULAR	HR	30.00
	O3	LABORER - REGULAR	HR	20.00
	O4	TRUCK DRIVER - REGULAR	HR	24.00
	O5	UTILITY - REGULAR	HR	20.00
	O6	SUPERINTENDENT - OVER TIME	HR	65.00
	O7	FOREMAN - OVER TIME	HR	60.00
	O8	LABORER - OVER TIME	HR	32.00
	O9	TRUCK DRIVER - OVER TIME	HR	42.00
	O10	UTILITY - OVERTIME	HR	40.00
	O11	Barricades, Signs, and Traffic Handling (per setup)	EA	3500.00
	O12	Traffic Control Plan (per setup)	EA	2500.00
	O13	Flagmen	HR	40.00
	O14	Uniformed Officers	HR	65.00
	O15	SWPPP	EA	2500.00
	O16	Service Tech	HR	200.00
	O17	Holiday Pay	HR	300.00
P. Crew Travel & Mobilization				
	P1	Travel and Mobilization- TML Region 2 (Amarillo)	EA	8970.00
	P2	Travel and Mobilization- TML Region 3 (Caprock-Lubbock)	EA	8970.00
	P3	Travel and Mobilization- TML Region 4 (Permian Basin Region-Odessa)	EA	8970.00
	P4	Travel and Mobilization- TML Region 5 (Red River Valley-Wichita Falls)	EA	5980.00
	P5	Travel and Mobilization- TML Region 6 (Hub of Texas-Abilene)	EA	4784.00
	P6	Travel and Mobilization- TML Region 7 (Alamo Region-San Antonio)	EA	4784.00
	P7	Travel and Mobilization- TML Region 8 (Where the West Begins-Ft. Worth)	EA	3250.00
	P8	Travel and Mobilization- TML Region 9 (Heart of Texas-Waco)	EA	4784.00
	P9	Travel and Mobilization- TML Region 10 (Highland Lakes-Austin)	EA	3250.00
	P10	Travel and Mobilization- TML Region 11(Coastal Bend-Corpus Christi)	EA	8970.00
	P11	Travel and Mobilization- TML Region 12 (Lower Rio Grande Valley-McAllen)	EA	11960.00
	P12	Travel and Mobilization- TML Region 13 (North Central Texas-Dallas)	EA	3250.00
	P13	Travel and Mobilization- TML Region 14 (San Jacinto-Houston Area)	EA	3250.00
	P14	Travel and Mobilization- TML Region 15 (Tyler-Longview)	EA	4784.00
	P15	Travel and Mobilization- TML Region 16 (Golden Pine & Oil-Beaumont)	EA	4784.00
	P16	Travel and Mobilization - Oklahoma	EA	13000.00
	P17	Travel and Mobilization - Louisiana	EA	9750.00
	P18	Travel and Mobilization - Colorado	EA	20000.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	P19	Travel and Mobilization - Arkansas	EA	20000.00
	P20	Travel and Mobilization - Missouri	EA	20000.00
	P21	Travel and Mobilization - Kansas	EA	20000.00
	P22	Travel and Mobilization - Emergency Mobilization	EA	10000.00
	P23	Travel and Mobilization - Rehab of Less Than 100 Ft	EA	25000.00
	P24	Travel and Mobilization - Rehab of 101 Ft to 300 Ft	EA	20000.00
	P25	Travel and Mobilization - Rehab of 301 Ft to 500 Ft	EA	15000.00
	P26	Travel and Mobilization - Rehab of 501 Ft to 1000 Ft	EA	10000.00
	P27	Travel and Mobilization - Alabama	EA	20000.00
	P28	Travel and Mobilization - Alaska	EA	100000.00
	P29	Travel and Mobilization - Arizona	EA	35000.00
	P30	Travel and Mobilization - Arkansas	EA	20000.00
	P31	Travel and Mobilization - California	EA	45000.00
	P32	Travel and Mobilization - Colorado	EA	30000.00
	P33	Travel and Mobilization - Connecticut	EA	50000.00
	P34	Travel and Mobilization - Delware	EA	50000.00
	P35	Travel and Mobilization - Florida	EA	30000.00
	P36	Travel and Mobilization - Georgia	EA	35000.00
	P37	Travel and Mobilization - Hawaii	EA	300000.00
	P38	Travel and Mobilization - Idaho	EA	45000.00
	P39	Travel and Mobilization - Illinois	EA	30000.00
	P40	Travel and Mobilization - Indiana	EA	30000.00
	P41	Travel and Mobilization - Iowa	EA	30000.00
	P42	Travel and Mobilization - Kansas	EA	30000.00
	P43	Travel and Mobilization - Kentucky	EA	30000.00
	P44	Travel and Mobilization - Louisiana	EA	20000.00
	P45	Travel and Mobilization - Maine	EA	50000.00
	P46	Travel and Mobilization - Maryland	EA	30000.00
	P47	Travel and Mobilization - Massachusetts	EA	30000.00
	P48	Travel and Mobilization - Michigan	EA	30000.00
	P49	Travel and Mobilization - Minnesota	EA	30000.00
	P50	Travel and Mobilization - Mississippi	EA	20000.00
	P51	Travel and Mobilization - Montana	EA	30000.00
	P52	Travel and Mobilization - Nebraska	EA	30000.00
	P53	Travel and Mobilization - Nevada	EA	45000.00
	P54	Travel and Mobilization - New Hampshire	EA	45000.00
	P55	Travel and Mobilization - New Jersey	EA	50000.00
	P56	Travel and Mobilization - New Mexico	EA	40000.00
	P57	Travel and Mobilization - New York	EA	45000.00
	P58	Travel and Mobilization - North Carolina	EA	30000.00
	P59	Travel and Mobilization - North Dakota	EA	40000.00
	P60	Travel and Mobilization - Ohio	EA	40000.00
	P61	Travel and Mobilization - Oklahoma	EA	15000.00
	P62	Travel and Mobilization - Oregon	EA	45000.00
	P63	Travel and Mobilization - Pennsylvania	EA	40000.00
	P64	Travel and Mobilization - Rhode Island	EA	45000.00
	P65	Travel and Mobilization - South Carolina	EA	30000.00
	P66	Travel and Mobilization - South Dakota	EA	40000.00
	P67	Travel and Mobilization - Tennessee	EA	30000.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	P68	Travel and Mobilization - Utah	EA	30000.00
	P69	Travel and Mobilization - Vermont	EA	40000.00
	P70	Travel and Mobilization - Virginia	EA	40000.00
	P71	Travel and Mobilization - Washington	EA	50000.00
	P72	Travel and Mobilization - West Varginia	EA	30000.00
	P73	Travel and Mobilization - Wisconsin	EA	40000.00
	P74	Travel and Mobilization - Wyoming	EA	40000.00
	P75	Travel and Mobilization - Emergency Mobilization	EA	10000.00
	P76	Travel and Mobilization - Rehab of Less Than 100 Ft	EA	25000.00
	P77	Travel and Mobilization - Rehab of 101 Ft to 300 Ft	EA	20000.00
	P78	Travel and Mobilization - Rehab of 301 Ft to 500 Ft	EA	15000.00
	P79	Travel and Mobilization - Rehab of 501 Ft to 1000 Ft	EA	10000.00

FORM E - Products and Services Offerings (Tab B)				
Offer Name:	**Vortex Companies, LLC**			
Invitation No.	**TP07-18 Trenchless Pipeline Rehabilitation Services**			
Section	**Item No.**	**Full Description**	**UNITS**	**PRICE**
AA. Quadex Lining Sytem Equipment				
	AA1	Quadex Lining System Rig	EA	325000.00
	AA2	Quadex SprayMaster Manhole Lining Equipment	EA	75000.00
	AA3	Quadex SpinMaster Robotic SpinCasting Equipment	EA	12000.00
	AA4	QM-1s Restore Pallet (56 bags) 60# bags	EA	1400.00
	AA5	Aluminliner Pallet (56 bags) 60# bags	EA	1960.00
	AA6	Aluminliner PF Pallet (56 bags) 60# bags	EA	2240.00
	AA7	Quad Plug Pallet (36 pails) 50# pail	EA	2240.00
	AA8	Hyperform Pallet (56 bags) 60# bags	EA	2240.00
	AA9	GeoKrete Pallet (56 bags) 60# bags	EA	3080.00
BB. Robots and Cameras				
	BB1	DT640 MAG Underwater ROV Robot - magnetic wheels (DEEP TREKKER)	EA	16497.8
	BB2	DT640 STD Underwater ROV Robot (DEEP TREKKER)	EA	13747.8
	BB3	DTG2 STARTER PKG Fully Portable ROV for Underwater Inspection (DEEP TREKKER)	EA	4288.9
	BB4	DTG2 PRO PKG Fully Portable ROV for Underwater Inspection (DEEP TREKKER)	EA	5388.9
	BB5	DTG2 SMART PKG Fully Portable ROV for Underwater Inspection (DEEP TREKKER)	EA	8578.9
	BB6	DTG2 WORKER PKG Fully Portable ROV for Underwater Inspection (DEEP TREKKER)	EA	10448.9
	BB7	DTPOD 150 BASE SYSTEM - surveillance and monitoring camera (DEEP TREKKER)	EA	2418.9
	BB8	DTPOD 300 BASE SYSTEM - surveillance and monitoring camera (DEEP TREKKER)	EA	5498.9
	BB9	DT340L PIPE CRAWLER - pipe inspection system (DEEP TREKKER)	EA	12900
	BB10	DT340S PIPE CRAWLER - pan & tilt pipe inspection system (DEEP TREKKER)	EA	27500
	BB11	DT340X PIPE CRAWLER - LARGE pan & tilt pipe inspection system (DEEP TREKKER)	EA	36000
	BB12	MINI MILLER ROBOT G8/17 110v (PICOTE)	EA	4141
	BB13	MAXI MILLER ROBOT KK12/30 110v (PICOTE)	EA	10985
	BB14	MAXI MILLER POWER PLUS ROBOT 18/20 400v (PICOTE)	EA	19125
	BB15	Coating Pump U.S., UK 110v (includes 3 hose connectors and 2 brush stoppers) (PICOTE)	EA	7128
	BB16	1330 Robot (SCHWALM)	EA	71500
	BB17	2060 Robot F (SCHWALM)	EA	102850
	BB18	2060 Robot Z (SCHWALM)	EA	103950
	BB19	Focus Camera (SCHWALM)	EA	8250
	BB20	Zoom Camera (SCHWALM)	EA	9900
	BB21	12000 Air Motor (SCHWALM)	EA	2400
	BB22	13000 Air Motor (SCHWALM)	EA	2100
	BB23	Digital Box (SCHWALM)	EA	7200
	BB24	Control Unit Schwalm (SCHWALM)	EA	20350
	BB25	Control Unit Cues (SCHWALM)	EA	20000
	BB26	Remote (SCHWALM)	EA	742.5
	BB27	Cable Drum (SCHWALM)	EA	20900
	BB28	Twin Hose Reel (SCHWALM)	EA	17500
	BB29	6" Schwalm non-flow-through packer (SCHWALM)	EA	4000
	BB30	7" Schwalm non-flow-through packer (SCHWALM)	EA	4200
	BB31	8" Schwalm non-flow-through packer (SCHWALM)	EA	4300
	BB32	8" Schwalm flow-through packer (SCHWALM)	EA	7100

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	BB33	10"-12" Schwalm flow-through packer (SCHWALM)	EA	7600
	BB34	4" Schwalm rubber lateral insertion device (lid) (SCHWALM)	EA	520
	BB35	6" Schwalm rubber lateral insertion device (lid) (SCHWALM)	EA	520
CC. Internal Pipe Seal-mechanical, stainless steel sleeve with EPDM rubber				
	CC1	8"-Stainless steel with EPDM	EA	756.00
	CC2	10"-Stainless steel with EPDM	EA	786.00
	CC3	12"-Stainless steel with EPDM	EA	819.00
	CC4	15"-Stainless steel with EPDM	EA	948.15
	CC5	18"-Stainless steel with EPDM	EA	1042.00
	CC6	21"-Stainless steel with EPDM	EA	1190.70
	CC7	24"-Stainless steel with EPDM	EA	1404.90
DD. Installation Packer for Internal Pipe Seals				
	DD1	8'-12" Packer with coupling rod	EA	5500.00
	DD2	15"-18" Packer with coupling rod	EA	6900.00
	DD3	21"-24" Packer with coupling rod	EA	8100.00
EE. Liner End Seal-mechanical, stainless steel sleeve with EPDM rubber				
	EE1	8"-Stainless steel with EPDM	EA	677.25
	EE2	10"-Stainless steel with EPDM	EA	690.00
	EE3	12"-Stainless steel with EPDM	EA	708.75
	EE4	15"-Stainless steel with EPDM	EA	897.75
	EE5	18"-Stainless steel with EPDM	EA	995.00
	EE6	21"-Stainless steel with EPDM	EA	1118.25
	EE7	24"-Stainless steel with EPDM	EA	1244.25
FF. Flusher Gate				
	FF1	Flusher Gate	EA	25000.00
GG. UV Light Cured Spiral Wound Fiberglass Liner for CIPP Mainline Rehabilitation Gravity Applications and Additional Associated Items.				
	GG1	6" X 2.8mm UV CURE	LF	54.00
	GG2	8 X 2.8mm UV CURE	LF	52.00
	GG3	10 X 2.8mm UV CURE	LF	55.00
	GG4	12" X 2.8mm UV CURE	LF	61.00
	GG5	15" X 3.5mm UV CURE	LF	74.00
	GG6	18" X 4.2mm UV CURE	LF	105.00
	GG7	21" X 4.9mm UV CURE	LF	135.00
	GG8	24" x 5.6mm UV CURE	LF	168.00
	GG9	27" x 5.6mm UV CURE	LF	219.00
	GG10	30" x 5.6mm UV CURE	LF	240.00
	GG11	33" x 5.6mm UV CURE	LF	271.00
	GG12	36" x 5.6mm UV CURE	LF	305.00
	GG13	42" x 8.4mm UV CURE	LF	467.00
	GG14	48" x 8.4mm UV CURE	LF	541.00
	GG15	Cured-In-Place Pipe Segmental Patches 6" UV Cure	EA	4800.00
	GG16	Cured-In-Place Pipe Segmental Patches 8"-12" UV Cure	EA	5400.00
	GG17	Cured-In-Place Pipe Segmental Patches 13"-18"" UV Cure	EA	9000.00
	GG18	Cured-In-Place Pipe Segmental Patches 19"-24" UV Cure	EA	10600.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	GG19	Cured-In-Place Pipe Segmental Patches 25"-36"" UV Cure	EA	14000.00
	GG20	Internal reconnects on Cured-in-place pipe	EA	276.00
	GG21	6" & 8" Additional 1.5mm	LF	0.92
	GG22	10" & 12" Additional 1.5mm	LF	4.60
	GG23	15" & 18" Additional 1.5mm	LF	13.80
	GG24	21" & 24" Additional 1.5mm	LF	23.00
	GG25	27" Additional 1.5mm	LF	27.60
	GG26	30" Additional 1.5mm	LF	32.20
	GG27	33" Additional 1.5mm	EA	36.80
	GG28	36" Additional 1.5mm	EA	41.40
	GG29	42" Additional 1.5mm	EA	46.00
	GG30	48" Additional 1.5mm	EA	55.20
	GG31	54" Additional 1.5mm	EA	64.40
	GG32	60" Additional 1.5mm	EA	75.00
	GG33	6" & 8" Additional .7mm	LF	4.00
	GG34	10" & 12" Additional .7mm	LF	7.00
	GG35	15" Additional .7mm	LF	9.00
	GG36	18" Additional .7mm	LF	10.00
	GG37	21" Additional .7mm	LF	12.00
	GG38	24" Additional .7mm	LF	14.00
	GG39	27" Additional .7mm	LF	15.00
	GG40	30" Additional .7mm	LF	17.00
	GG41	33" Additional .7mm	LF	18.00
	GG42	36" Additional .7mm	LF	20.00
	GG43	42" Additional .7mm	LF	29.00
	GG44	48" Additional .7mm	LF	42.00
	GG45	6"-12" CIPP Set-up Charge	LF	7.00
	GG46	15"-18" CIPP Set-up Charge	LF	12.00
	GG47	21"-24" CIPP Set-up Charge	LF	18.00
	GG48	27"-36" CIPP Set-up Charge	LF	24.00
	GG49	42"-48" CIPP Set-up Charge	LF	24.00
	GG50	6" - 12" CIPP Additional Charge Per Install Length (>200')	LF	36.00
	GG51	15" - 18" CIPP Additional Charge Per Install Length (>200')	LF	42.00
	GG52	21" - 24" CIPP Additional Charge Per Install Length (>200')	LF	42.00
	GG53	27" - 36" CIPP Additional Charge Per Install Length (>200')	LF	48.00
	GG54	42" - 48" CIPP Additional Charge Per Install Length (>200')	LF	54.00
	GG55	6" to 12" Backyard Easement Additional Set-up Per Install Length	LF	5.00
	GG56	15" to 24" Backyard Easement Additional Set-up Per Install Length	LF	10.00
	GG57	27" to 48" Backyard Easement Additional Set-up Per Install Length	LF	15.00
	GG58	Travel and Mobilization- Pipeline Rehabilitation Crew from New Braunfels, TX	MILE	14.00
	GG59	4"-6" Installation and cure of lateral liner from main <12" dia.	LF	4600.00
	GG60	4"-6" Installation and cure of lateral liner from surface clean out to main	LF	5980.00
	GG61	4"-6" Set-up for installations of <20 each total	EA	4600.00
	GG62	4"-6" Set-up for installations of 20-50 each total	EA	3220.00
	GG63	4"-6" Set-up for installations of 51-150 each total	EA	1840.00
	GG64	6" - 12" CIPP Setup Charge (< 300 LF)	EA	1000.00
	GG65	15" - 21" CIPP Setup Charge (< 300 LF)	EA	1500.00
	GG66	24" - 36" CIPP Setup Charge (< 300 LF)	EA	2000.00
	GG67	36" or Larger CIPP Setup Charge (< 300 LF)	EA	4000.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	GG68	Backyard Easement Setup (6" - 10")	EA	2500.00
	GG69	Backyard Easement Setup (12" - 18")	EA	3500.00
	GG70	Timber Matting for Large Diameter Setup	SY	75.00
	GG71	4" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	GG72	5" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	GG73	6" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	GG74	4" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	GG75	5" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	GG76	6" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
HH. Sealing of RCP or CMP Storm Sewer Joints and Additional Associated Items.				
	HH1	Quadex Lining System Rig	EA	325000.00
	HH2	Quadex SprayMaster Manhole Lining Equipment	EA	75000.00
	HH3	Quadex SpinMaster Robotic SpinCasting Equipment	EA	12000.00
	HH4	QM-1s Restore Pallet (56 bags) 60# bags	EA	1400.00
	HH5	Aluminliner Pallet (56 bags) 60# bags	EA	1960.00
	HH6	Aluminliner PF Pallet (56 bags) 60# bags	EA	2240.00
	HH7	Quad Plug Pallet (36 pails) 50# pail	EA	2240.00
	HH8	Hyperform Pallet (56 bags) 60# bags	EA	2240.00
	HH9	GeoKrete Pallet (56 bags) 60# bags	EA	3080.00
II. Sealing of Box Culvert Storm Sewer Joints and Additional Associated Items.				
	II1	SEE ITEM(S) HH ABOVE		
JJ. Gravity Sewer Lateral Renewal Systems and Additional Associated Items.				
	JJ1	4" Wye Top Hat PipePatch Kit	EA	145.00
	JJ2	5" Wye Top Hat PipePatch Kit	EA	155.00
	JJ3	6" Wye Top Hat PipePatch Kit	EA	165.00
	JJ4	4" Tee Top Hat PipePatch Kit	EA	145.00
	JJ5	5" Tee Top Hat PipePatch Kit	EA	155.00
	JJ6	6" Tee Top Hat PipePatch Kit	EA	165.00

SECTION A

GENERAL TERMS & CONDITIONS
FOR BIDS AND PROPOSALS

INVITATION NO. TP07-18
DESCRIPTION: Trenchless Pipeline Rehabilitation Services
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1. INTRODUCTION

The Houston-Galveston Area Council (**H-GAC)** is a "Government-to-Government" procurement service for States, State Agencies, Local Governments, Districts, Authorities, and qualifying Not-for-Profit Corporations (**End User**s). End Users become **Members** of the **H-GAC** Cooperative Purchasing Program (**HGACBuy**) by executing an Interlocal Contract, which is free of cost and evergreen unless cancelled. **HGACBuy**, acting on behalf of **Members**, is soliciting competitive offerings for the furnishing of products and/or services, as described elsewhere, which MAY be purchased by **Members** during the contract term. **Members** using the Program issue purchase orders directly to **HGACBuy** contractors.

2. DEFINITIONS, ABBREVIATIONS & ACRONYMS

The following definitions, abbreviations and acronyms may be found in these specifications, and shall be interpreted herein as specified below.

Definitions and Abbreviations:

Acceptance. Acceptance takes place when the **End User** agrees with the **Contractor** that the terms and conditions of the contract have been met and verified. Acceptance is not the same as Receipt, and can only occur after intact shipping, inspection by **End User**, and any onsite testing that has been stipulated as part of the order

Aggregate/Single Occurrence. The term *"aggregate"* in insurance terms is the sum of all claims against a specific policy for a specific loss incident. The term *"single occurrence"* differentiates between multiple claims and single claims against a specific policy. The inherent value of a policy's aggregate value is less important to an **End User** than is the value of a single claim as stated under *"single occurrence."*

Approved. Acceptable to the "authority having jurisdiction."

ARO. "After Receipt of Order". Used in conjunction with a defined time period (usually days or weeks) to establish the delivery or lead time pursuant to any individual purchase transaction. In the case of orders for bodies which will be mounted on a customer furnished cab/chassis, the term ARO shall be construed to mean "After Receipt Of Cab/Chassis".

Authority Having Jurisdiction. The authority shall be either **H-GAC** or the relevant **End User** based on the requirements as stated in each specification item. Unless specifically stated, the authority shall be **H-GAC**.

Bidder. Any entity that submits a competitive bid to this Invitation. (See also "**Offeror**")

Change Order. Request by an **End User** for a change in the composition of an already submitted purchase order, for example to change quantity ordered, add or delete items, etc.

Contract. Specifically, a contract between **H-GAC** and a successful **Offeror** which is executed based on an award made pursuant this Invitation.

Contract Pricing Worksheet. The standard **H-GAC** form to by used by **Contractor** in preparing a quotation to an End User, upon which End User's purchase order will be based. **Contractor** may use another quotation form provided it contains required information, and only if approved by **H-GAC**.

Contractor. The contracted business entity responsible for fulfilling a contract executed pursuant to this Invitation.

Dealer/Distributor. A duly authorized and/or franchised business entity which sells and services a manufacturer's product in a specified marketing area.

Defect. A discontinuity in a part or a failure to function that interferes with the service or reliability for which the part was intended.

Electronic Media. As used herein, means computer based media such as 100mb Zip Disk, CDRom, e-mail, e-mail attachment, file downloaded from the web, etc.

End User. (See "**Participant**" and "**Member**")

Listed. Equipment or materials included in a list published by an organization, acceptable to the "Authority Having Jurisdiction" and concerned with product evaluation, that conducts periodic inspection of production of listed equipment or materials and whose listing states either that the equipment or materials meet appropriate standards or has been tested and found suitable for use in a specified manner. NOTE: The means for identifying listed equipment may vary for each organization concerned with product evaluation, some of which do not recognize equipment as listed unless it is also labeled. The "authority having jurisdiction" should utilize the system employed by the listing organization to identify a listed product.

Manufacturer. The person or persons, company firm, corporation, partnership, or other organization responsible for taking raw materials or components and making a finished product.

May. A term indicating a permissive use or an acceptable alternative to a specified requirement.

Member. An authorized Participant in the Program. (See "**Participant**" and "**End User**")

Motor Vehicle. The meaning of this term shall be based on the legal definition ascribed to it by the laws and/or regulations of the state in which any specific sale made pursuant to a Contract takes place.

Must. A term indicating a mandatory requirement.

Offer or Offering. Any product or service offered in reply to this Invitation.

Offeror. Any entity that submits a competitive bid or proposal in response to this Invitation. Bidder or Proposer.

Participant. Generally, any qualifying governmental or non-profit entity which has executed an Interlocal Contract for cooperative purchasing services with **H-GAC.**

Product Liability Insurance. Failure of Components and/or assembled equipment resulting in personal injury, disability or death and/or property damage is covered under the product liability insurance provisions.

Product or **Product Item.** Any of the specific goods, materials, equipment or service(s) specified in this Invitation. This term encompasses the base line item itself, and any and all accessories, options, modifications, ancillary services, assembly, testing, etc. that may be included in the delivered Product.

Proposer. Any entity that submits a competitive proposal in response to this Invitation. (See also "**Offeror**")

Purchaser. The **End User** having responsibility for the specification, requisition, ordering and acceptance of the Product or Service. (See also "**End User**")

Purchasing Authority. The agency that has sole responsibility and authority for negotiating, placing and, if necessary, modifying any solicitation, purchase order, or other award issued by a governing body [**H-GAC**].

Quotation. See "Contract Pricing Worksheet".

Receipt. Receipt takes place when a Product or Service is delivered to an **End User** and a document is executed that establishes that the Product is now in the possession of the **End User** or that the Service has been completed. Receipt DOES NOT connote or imply Acceptance.

Response. All or part of any offering submitted in response to this Invitation.

Shall. A term indicating a mandatory requirement or action.

Should. A term indicating a recommended or advised response to a specified requirement.

Vendor. A manufacturer's representative or dealer authorized to make sales and supply parts and service.

Acronyms:

ANSI = American **N**ational **S**tandards **I**nstitute

ASTM = **A**merican **S**ociety for **T**esting and **M**aterials

ASME = **A**merican **S**ociety of **M**echanical **E**ngineers

CFR = U.S. **C**ode of **F**ederal **R**egulations

DOJ = U.S. **D**epartment **O**f **J**ustice

DOT = U.S. **D**epartment **O**f **T**ransportation

EPA = U.S. **E**nvironmental **P**rotection **A**gency

FAA = **F**ederal **A**viation **A**dministration

FMVSS = U.S. **F**ederal **M**otor **V**ehicle **S**afety **S**tandards

H-GAC = **H**ouston-**G**alveston **A**rea **C**ouncil of Governments

IEEE = **I**nstitute of **E**lectrical and **E**lectronics **E**ngineers
MVD = **M**otor **V**ehicle **D**ivision of Texas Department of Transportation
NFPA = **N**ational **F**ire **P**rotection **A**ssociation
NHTSA = **N**ational **H**ighway **T**raffic **S**afety **A**dministration
NIOSH = **N**ational **I**nstitute **F**or **O**ccupational **S**afety And **H**ealth
NIST = **N**ational **I**nstitute of **S**tandards and **T**echnology
NTEA = **N**ational **T**ruck **E**quipment **A**ssociation
OSHA = U.S. **O**ccupational **S**afety and **H**ealth **A**dministration
RRC = **R**ail**r**oad **C**ommission of Texas
SAE = **S**ociety of **A**utomotive **E**ngineers
TBPC = **T**exas **B**uilding and **P**rocurement **C**ommission (formerly GSC)
TxDOT = **T**exas **D**epartment **O**f **T**ransportation
UL = **U**nderwriter's **L**aboratories Inc.
VTCS = **V**ernon's **T**exas **C**ivil **S**tatutes

3. NON-BINDING ORAL COMMENTS

No oral comment, utterance or response made by any employee, member, or agent of **H-GAC** or any Member of the Cooperative Purchasing Program shall be considered factual or binding with regard to this Invitation, or any contract awarded as a result of this Invitation. Valid and binding terms, conditions, provisions, changes or clarifications, or requests thereof, shall ONLY be communicated written form.

4. STRUCTURE OF RESPONSE

Depending on the Product or Service, market structures and sales practices can differ substantially. For example, dealers may sell into any market or may be restricted to certain territories, manufacturers may sell direct or may be limited by law to selling thru independent dealerships, etc. **H-GAC**'s objective is to ensure that **End Users**, no matter where located, can buy contracted products/services and receive quality and timely service and support, while at the same time allowing for the most appropriate and effective response to this Invitation. Therefore, responses to this Invitation will be accepted in conformance with the following scenarios and requirements:

A. Single Respondent Acting Alone Or As "Lead" For A Group:

Offeror shall complete and sign a **Form A** and, if contracted, shall be solely responsible for all contractual requirements including administration, processing of purchase orders and handling of payments for transactions which may involve other dealers who actually deliver the products or services.

B. Multiple Respondents Acting Jointly:

A single Response shall be submitted, and each party to the Response shall complete and sign a separate **Form A** to be included in the single Response. If the Response is successful each party shall sign a separate contract with **H-GAC** and shall be responsible for compliance with all terms and conditions. Only those which have executed a written contract with **H-GAC** may process purchase orders and payments.

In any event, Offeror may be a party to one, and only one, response.

5. BASIC REQUIREMENTS & CONDITIONS

a. The final requirements and specifications contained herein may be different, perhaps materially, from those in the "Invitation To Attend Pre-Bid / Pre-Proposal Conference", if any. It is **Offeror**'s sole responsibility to thoroughly examine and review all documentation associated with this Invitation, including any Addendums, and to insure that any response submitted complies in every respect with all requirements.

b. Any Addendum to this Invitation which may be required prior to the Response due date will be delivered to those prospective Offerors of record who have previously obtained a copy of this Invitation from **H-GAC**. Prospective Offerors shall be responsible for obtaining all documents relating to submission of a Response.

c. **Offeror** shall thoroughly examine any drawings, specifications, schedules, instructions and any other documents, supplied as a part of this Invitation, and is solely responsible for understanding and compliance.

d. **H-GAC** shall not be liable for **Offeror's** incomplete documentation, or for any costs associated with preparation and submission of any Response hereto. Additionally, all components of any Response become the property of **H-GAC, and shall be considered to be in the public domain**.

e. **Offeror** shall make all investigations necessary to become thoroughly informed regarding any plan and/or infrastructure that may be required to support delivery of any Product or Service covered by this Invitation. No plea of ignorance by **Offeror** stemming from failure to investigate conditions that may now or hereafter exist, shall be accepted as a basis for varying **H-GAC's** requirements**,** or **Offeror's/Contractor's** obligations or entitlements.

f. Requests for changes to the requirements or specifications herein must be in writing (e-mail, fax, letter) and must be received by **H-GAC** no later than fifteen (15) calendar days prior to the Response Due Date. **H-GAC** will review such requests, but may or may not make changes at its sole discretion. Changes, if any, will only be made by written Addendum sent to addressees of record. In any event, it is **Offeror's** sole responsibility to insure that any and all Addendums which may have been issued have been received and addressed.

g. By submission of a response, **Offeror** expressly understands and agrees that all terms and conditions herein will be part of any subsequent contract that is executed pursuant to this Invitation.

h. **Offeror** is advised that all **H-GAC** contracts are subject to the legal requirements established in any applicable Local, State or Federal statute.

i. **Offeror/Contractor** must be in compliance with all licensing, permitting, registration and other applicable legal or regulatory requirements imposed by any governmental authority having jurisdiction. It is **Offeror/Contractor's** responsibility to insure that this requirement is met, and to supply to **H-GAC** upon request, copies of any license, permit or other documentation bearing on such compliance.

j. Unless otherwise established elsewhere in this Invitation, NO minimum purchase quantities or spending levels are provided or guaranteed by **H-GAC** or any **End User**.

k. This Invitation is not meant to restrict competition, but rather is intended to allow for a wide range of responses.

l. Responses which are 'qualified' with conditional clauses or alterations of or exceptions to any of the terms and conditions in this Invitation may be deemed non-compliant at **H-GAC**'s sole discretion.

m. The term '**Offeror**', or derivative thereof, shall become synonymous with '**Contractor**' for any successful **Offeror** recommended for a contract pursuant to this Invitation.

n. **H-GAC** reserves the right to:

- Reject any and all offers received in response to this Invitation.
- Reject any part of an offer received in response to this Invitation.
- Determine the correct price and/or terminology in the event of any discrepancies in any response.
- Accept a response from, and enter into agreement with, other than the lowest price **Offeror**.
- Accept responses and award contracts to as many or as few **Offeror**s as **H-GAC** may select.
- Amend, waive, modify, or withdraw (in part or in whole) this Invitation, or any requirements herein.
- Hold discussions with **Offeror**s, although award may be made without discussion.
- Request an **Offeror** to give a presentation of the Response at a time and place scheduled by **H-GAC**.
- Exercise any of these rights at any time without liability to any **Offeror**.

o. **H-GAC** reserves the right to determine that conditions exist which prevent the public opening of responses on the date and at the time advertised, and to reschedule the public opening for a future date and time. Responses received by **H-GAC** by the original deadline will be secured unopened until the rescheduled opening date and time, and those having timely submitted such responses will be notified.

6. OFFEROR'S AUTHORIZED SIGNATORY

The signatory shall be authorized to sign and contractually bind **Offeror**, and shall sign any and all Response documentation requiring a signature.

7. SURETY FOR INSURANCE

Contractor shall be responsible for using a surety company properly licensed by any and all states in which Contractor will do business with Participants. The surety company shall not expose itself to any loss on any one risk in an amount exceeding ten percent (10%) of its surplus to policy holders, provided any risk or portion of any risk shall have been reinsured, and such reinsurance shall be deducted in determining the limitation of risk applicable to **H-GAC**'s insurance requirements.

8. CONFIDENTIAL / PROPRIETARY MATERIALS

All documentation submitted as part of **Offeror's** response to this Invitation will be considered to be in the public domain and may be made available to Members and others, after contract award, upon properly submitted request. If **Offeror** submits documents marked "confidential" or "proprietary", the Response may be deemed non-compliant.

9. REFERENCES

a. **Offeror** shall list the names of at least five government agencies within the continental United States which have purchased from **Offeror** products or services similar to those covered by this Invitation, within the last two years. **H-GAC** reserves the right to determine if such products or services are appropriately similar.

b. **Offeror** may provide reference information in whatever format desired, but each should include the following specific information:

- Agency name
- Contact person name
- Address
- Phone & Fax numbers
- Description of product(s) or service(s) and date sold

c. Other information, including criticism however learned, may be used by **H-GAC** in evaluation of responses.

10. INSURANCE

a. Unless otherwise stipulated in Section B, **Offeror/Contractor** must have the following insurance and coverage minimums:

General liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B – Product Specific of this Invitation.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor**'s possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

b. Insurance coverage shall be in effect for the length of any contract made pursuant to this Invitation, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.

c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Offeror/Contractor** as the insured and showing coverage and limits for the insurances listed above.

d. If any Product(s) or Service(s) will be provided by parties other than **Offeror/Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.

e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

11. OFFEROR CERTIFICATIONS

Offeror, by submission of a Response hereto, makes the following certifications under penalty of perjury and possible contract termination if any of these certifications are found to be false.

Non-Collusive Response

a. The prices in the Response have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other **Offeror** or potential competitor.

b. The prices which have been quoted in the Response (unless otherwise required by law), have not been knowingly disclosed by **Offeror** and will not be knowingly disclosed by **Offeror** prior to the public response opening, either directly or indirectly, to any other **Offeror** or competitor.

c. No attempt has been made or will be made by **Offeror** to induce any other person, partnership or corporation to submit or not to submit a response for the purpose of restricting competition.

Non-Biased Specifications

This Invitation contains no requirements considered to be unduly biased in favor of **Offeror** or any other **Offeror**s that may be competing for this procurement.

No Financial Interest or Other Conflict

a. No **H-GAC** officer, employee, Board of Directors member or member of any **H-GAC** board or commission, nor family member of any such person, has a financial interest, direct or indirect, in **Offeror** or in any contract **Offeror** might enter into with **H-GAC**.

b. No economic or employment opportunity, gift, loan, gratuity, special discount, trip, favor or service has been, or will be, offered or given to any officer, employee, Board of Directors member, or member of any **H-GAC** board or commission, nor to any family member of any such person.

Debarment and Suspension Status

a. **Offeror** is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is **Offeror** an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.

b. **Offeror** has not within a three year period preceding this Invitation been convicted of or had a civil suit judgement renedered against **Offeror** for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.

c. **Offeror** is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.

d. Offeror has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

Insurance Coverages

Offeror has and will maintain insurance coverage in accordance with the requirements of this Invitation.

Licensing & Permits

Offeror(s) has (have) all licenses and/or permits, required by any and all governmental entities having jurisdiction, to legally sell the products/services offered.

12. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION

a. To satisfy Texas' statutory requirements [Government Code, Chapter 2161, Subchapter D], **H-GAC** requires all **Offeror**s to supply information in any bid/proposal response listing (1) the total number of subcontracts and (2) the total number of HUB contracts applicable to the Products or Services offered in the response. Local governments often require this information for their own reporting requirements prior to placing orders through the **H-GAC** Cooperative Purchasing Program.

b. **Offeror** must complete **Form B** and include subcontracts with HUB's that provide any materials or services related to sales that may be made thru **H-GAC**'s Cooperative Purchasing Program.

13. NON-RESIDENT RECIPROCAL SALES ACT

As required by Texas Civil Statutes in the award of contracts, an offeror which is not a Texas resident business must determine if its state of residence prohibits award of government contracts to Texas resident offerors without penalty. If **Offeror's** resident state DOES penalize Texas offerors, **Offeror** must provide this information along with a copy of its applicable resident state's statute in the Response.

14. TEXAS MOTOR VEHICLE COMMISSION CODE & LICENSING

Sales of motor vehicles in the State of Texas are subject to the Texas Motor Vehicle Commission Code. If this Invitation includes any motor vehicle to be sold in the State of Texas, **Offeror** certifies by submission of a response hereto that all required Texas Motor Vehicle Commission licenses are in place and current, and that copies of all such licenses **have been submitted with the Response.** Further, it shall be **Contractor**'s responsibility to keep current all required Texas Motor Vehicle Commission licensing during the term of the contract, and to furnish license copies at any time on request by **H-GAC**. If **Contractor** does not maintain current licensing, **H-GAC** reserves the right to immediately terminate the contract.

> **NOTE:** In accordance with the Texas Motor Vehicle Commission Code, contracts for motor vehicles to be sold within the state of Texas may be made **ONLY** with properly licensed Texas Motor Vehicle Dealers. Therefore, to be considered for a contract covering Texas End Users, the Response must include a **Form A** from a licensed Texas Motor Vehicle Dealer

15. INTENT AND SCOPE OF SPECIFICATIONS

a. The intent of the specifications herein is to provide **Offeror** with sufficient information concerning the Products/Services to be contracted such that **Offeror** can prepare and submit an acceptable Response.

b. The specifications may be detailed or general in nature with regard to any particular Product/Service. Where not otherwise specified, details of construction, materials, or the way in which services will be provided, are left to the discretion of the **Offeror**, provided only that any offering shall conform, as a minimum, to best Industry standards and practices and to what is currently being sold in the marketplace.

c. Responses shall be considered only from **Offerors** that have established good reputations in their markets, and who furnish satisfactory evidence of ability to supply the Products/Services specified herein.

d. **Offeror** shall show proof of ability to provide to **End User**s prompt and competent service, including parts if applicable, for all Products/Services covered by this Invitation, by proper completion of a Service Organization Document as described elsewhere herein.

16. REQUIREMENTS APPLICABLE TO PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must, unless otherwise stipulated in Section B:

a. Be new, unused, and not refurbished.

b. Not be a prototype insofar as the general design, operation and performance. This requirement is NOT meant to preclude **Offeror** from offering new models or configurations which incorporate improvements in a current design or add functionality, but which in such new model or configuration may be new to the marketplace.

c. Include any and all accessories which may or may not be specifically mentioned herein, but which are normally furnished or which are necessary to make a delivered Product ready for its intended use. Such accessories shall be assembled, installed and adjusted such that the Product is ready for continuous operation at time of delivery.

d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a particular Product as may be purchased simultaneously by any individual **End User**.

a. Be designed and constructed using current industry accepted engineering and safety practices, and materials.

b. Be available for inspection at any time prior to or after procurement.

17. PRODUCT CODES

Unless otherwise addressed in Section B of this Invitation, the following requirements shall apply:

a. Each Product/Service offered shall be uniquely identified using an **H-GAC** Product Code, which shall be determined as described in Section B of this Invitation. **Offeror** shall offer ONLY ONE Product for any particular Product Code. For example, **Offeror** may wish to submit a bid for Product Code ABC and may have another offering that also meets the requirements for ABC. **Offeror** MAY NOT submit two offerings for ABC. The alternate offering that also meets the requirements for ABC must be offered as an option "upgrade/downgrade" to ABC on **Form E**.

b. Pricing for optional upgrades or downgrades to base bid items should be quoted as an “adder” or “deduct” amount as appropriate, to be applied to the offered price of the base Product Item listed on **Form D**.

c. Base bid items and their associated HGACBuy Product Codes are included in the Section B and/or on **Form D**.

d. Selection of Product Codes for which to submit an offer is at **Offeror**'s sole discretion.

18. SPECIFIC DESCRIPTIVE REFERENCES

Except for Base Product Items listed on **Form D**, any reference to a specific catalog, data sheet, form, brochure, model name or number, etc. used herein to describe an item such as an option or accessory is only descriptive and is not to be considered restrictive unless otherwise noted. Such references are normally used only to indicate a type, general description, level of quality and/or required performance standards.

19. MANUALS

Unless otherwise specified or superceded herein, each Product delivered under an **H-GAC** contract, and if applicable any options thereto, shall be supplied with at least one (1) copy of a safety and operating manual. The cost of any such manuals must be included in the base price for any Product Item offered hereunder. If more detailed and technically orientated parts and maintenance manuals are available for a Product or option, at a cost, they shall be offered as options on the *FORM* designated herein for such options, or elsewhere in the Response as may be directed herein.

20. STANDARD FEATURES & OPTIONS

The following requirements are applicable primarily to physical goods.

Standard Features

a. The stated minimum requirements for all Products listed herein include what **H-GAC** considers to be "standard" features. Even though such features might normally be offered as options rather than as standard, they are nonetheless considered to be standard in this Invitation, and must be included in the base price for any Product offered. Such features **SHOULD NOT** be offered as options except as deducts for their omission from the base Product.

b. If it is unclear in the Response that an **H-GAC** standard feature is included in the base price, it will be assumed that such is the case. If awarded a contract **Offeror** will be expected to sell the Product with all **H-GAC** specified standard features included in the base price.

c. Any feature or accessory normally offered by manufacturer as "standard" shall be considered a standard feature and shall be included in the base price of any offering, even though not specifically listed as a requirement in **H-GAC**'s specifications. Such features **SHOULD NOT** be offered as options except as deducts for their omission from the base Product.

Options - General

a. Options are considered to be any features or accessories, other than **H-GAC**'s and Manufacturer's "standard" features or accessories.

b. Options should be offered on the *FORMS* designated for quoting options. Each option should be listed and described on a separate line, and should include any Manufacturer's/Dealer's code number. If no Manufacturer's/Dealer's code number exists, **Offeror** should create one.

c. Prices for all offered options shall be assumed to include any installation or mounting required to make it a fully functional component of the Product, unless otherwise stated in **Offeror's** response.

Required Options

a. Product specifications in this Invitation may include **H-GAC** "Required Options". If so, **Offeror** must quote a price for ALL such options, and, if there is an **H-GAC** Option Code provided in this Invitation for such options, it MUST be used as part of the description.

b. For any specific "Required Option", **Offeror** may quote an equivalent so long as its design and performance are as good as, or better than, the specified option item. Responses which do not include pricing for Required Options may be considered non-compliant.

Other Options

a. "Suggested" or "Other" options may be listed for any particular Product in this Invitation, and **Offeror** is encouraged to quote pricing for such options. The extent of offered options in any response may be taken into consideration as part of the award criteria, at **H-GAC**'s sole discretion.

b. **Offeror** is encouraged to include options for non-equipment items that may be applicable to a sale, such as: Extended Warranties, Maintenance Agreements, Buy-back or Trade-In Agreements, Out-of-state Delivery Charges, Quantity or Special Discounts, Extended Training Classes, etc.

Published & Unpublished Options

a. H-GAC Cooperative Purchasing Program (Program) contracts are awarded through a public competitive bid or proposal (RFP) process. Further to that process, Program policy considers an 'option' listed and priced in a bid or RFP Response: (1) To be a "**Published Option**"; (2) To be part of any awarded contract; and (3) To be available for purchase by Program members separately and independently from associated base line items. However, since Published Options may have not been subjected to the same scrutiny as the associated base line items, it cannot be concluded they were directly competed. Therefore, pursuant to Local Government Code 252.021(a), purchase of a published option costing more than $50,000 shall not be allowed. Furthermore, **H-GAC** reserves the right at its sole discretion to disallow purchase of any Published Option through the Program if deemed contrary to the intent of the law.

b. Any option that has not been listed and priced in the Response is considered to be an "**Unpublished Option**". Unpublished Options may be sold, but only in connection with the sale of a base Product Item, and only insofar as the total cost of all Unpublished Options remains below twenty five percent (25%) of the total summed cost of the base Product(s) plus any Published Options.

c. No Published or Unpublished Option may be sold which essentially converts a Product such that it competes with a Product Item awarded to another contractor.

21. WARRANTIES, SALES & SERVICE

Unless otherwise addressed in Section B, the following requirements shall apply:

a. Offeror must be a properly franchised dealer authorized to sell and service, including warranty service, all products offered and sold in response to the bid invitation or under any **H-GAC** contract.
b. **Offeror** shall provide detailed Parts and Labor Warranty information with the Response. If **Offeror** submits a warranty with the Response which does not meet the minimum requirements herein, **Offeror** agrees by submission of a Response that such warranty shall be considered to be amended to meet those minimums.
c. Warranties shall be manufacturer's standard and shall be inclusive of any other warranty requirements which may be stipulated elsewhere herein.
d. Any warranties offered by a dealer shall be in addition to the manufacturer's standard warranty, and shall not be a substitute for such. **Offeror**'s base price for any Product shall be inclusive of the standard warranty.
e. Complete warranty information will be supplied to **End User** with each Product sold.
a. Warranties need not apply to normal maintenance service or adjustments, or to any product reasonably shown to have been repaired or altered in any way so as to affect its stability, or to any product which has been subject to misuse, negligence, or accident.
f. **Offeror/Contractor** is encouraged to offer extended warranties as an option.
g. Neither **H-GAC** nor **End User** assume any warranty or liability on **Contractor**'s behalf unless made or assumed in writing, initiated by **Contractor**, and agreed to in writing by **H-GAC** or the **End User** respectively.
h. **Contractor** shall be responsible for the execution and effectiveness of all product warranty, and shall be the sole source for solution to problems arising from warranty claims. **Contractor** agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

22. H-GAC ORDER PROCESSING CHARGE

H-GAC will levy an Order Processing Charge on **Contractor** for each sale done thru the **H-GAC** contract, **with the exception of orders for motor vehicles**. Any bid pricing submitted will be considered to include the Charge. The amount of the applicable charge shall be per the most current **H-GAC** schedule. For motor vehicle orders, the Processing Charge shall be levied on and paid by the **End User**.

23. PRE-PAYMENTS AND DISCOUNTS

a. Progress, pre-payment and special discounts of any kind may be offered and detailed in the Response. Such discounts shall be clearly explained, but shall not be a determining factor in awarding contracts except in the case of tie offerings.

b. Quantity discounts applicable to similar Products sold to one or more **End User** Departments may be offered. Determination as to product similarity shall rest solely with **Contractor**.

c. For specific purchases, any proposed quantity, pre-payment or special discounts shall be clearly shown on the Contract Pricing Worksheet.

24. INSPECTION / TESTING

All Products sold pursuant to this Invitation shall be subject to inspection/testing by or at the direction of **H-GAC** and/or the ordering **End User**, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Invitation, and unless otherwise agreed in advance, the cost of any inspection and/or testing, shall be borne by the **Contractor**.

25. PRODUCT DELIVERY

Unless otherwise addressed in Section B, the following requirements shall apply:

a. Title to goods, and responsibility and liability for loss and/or damage in shipping pass to **End User** at the delivery destination after receipt and acceptance have taken place. Cost of shipping/delivery shall be paid by **End User** unless otherwise agreed to by **Contractor**. If **Contractor** will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination, Freight Prepaid". If **End User** will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination – Freight Collect".

b. The details for the application and calculation of shipping and delivery charges must be stated in the Response on **Form E**. Any freight, shipping or delivery charged to **End User** will be prepaid and added to the invoice, and will be clearly shown an any Contract Pricing Worksheet or other quote presented to the **End User**.

c. The estimated delivery time after receipt of order (ARO), inclusive of Saturdays, Sundays and holidays, for all Products offered must be stated in the Response. Actual delivery for any particular order must be confirmed with **End User** at time of order placement, and must be stated clearly on the Contract Pricing Worksheet.

d. **Contractor** shall be responsible for delivery and Acceptance according to the requirements of the Contract and the Purchase Order.

e. Contractor shall advise **End User** prior to making any shipment/delivery, and shall make such shipment/delivery in accordance with **End User**'s requirements, providing only that such arrangements do not contravene any requirement of the **H-GAC** contract unless agreed to by **Contractor**.

f. The execution of all required tests, certifications and/or licensing, and costs thereof, shall be the responsibility of **Contractor**. Upon request by **End User** or **H-GAC**, **Contractor** shall provide any documentation or certification related to such tests, certifications or licensing.

26. OFFERED PRODUCT ITEM VARIANCES

Any variance in the specifications or performance of Products offered pursuant to this Invitation shall be acceptable to **H-GAC** only insofar as it MEETS or EXCEEDS the specifications and requirements of this Invitation.

27. REQUIREMENTS FOR SUBMISSION OF A RESPONSE

Unless otherwise addressed in Section B, the following requirements shall apply:

a. Responses shall be submitted in <u>two complete printed sets including an Original and one (1) Copy in separate "hard side" three-ring binders</u>. The outer spine of each binder shall be labeled showing this Invitation No., **Offeror** Name, and either "Original" or "Copy", as applicable. The Original printed response will be considered to be the binding Response in case of any conflicts between printed copies and electronic copies. Except for required forms, **H-GAC** Invitation documents should not be included in the Response.

b. The Original and the Copy shall be submitted complete, except that the Electronic Media should be submitted only with the Copy.

c. All required **H-GAC** *FORMS* and documents shall be properly completed, without exception <u>or **Offeror**'s Response may be deemed non-compliant.</u> **Offeror** may not modify the format of any **H-GAC** *FORM* in any way. **Offeror** may photocopy or print blank *FORMS* as needed. Information submitted on the printed copies of the *FORMS* may not be handwritten except for signatures and initials. It is **Offeror**'s responsibility to insure that printed *FORMS* are clear and legible. <u>Handwritten and illegible entries may be rejected</u>. **Offeror**'s printed, stamped or typed name shall appear on every *FORM* submitted in the Response.

d. **<u>The entire response submission</u>** shall also be submitted on electronic media, including all required **H-GAC** *FORMS*. **Offeror** is strongly advised to make and work with <u>copies</u> of the original electronic *FORMS*. The originals can then be used to make additional electronic or printed copies of the blank *FORMS*. Signatures are not required on the electronic *FORMS*.

e. The Response shall include ample written evidence, in the form of technical specifications, cut/tear sheets, brochures, pictures, drawings, etc., to demonstrate that all specifications herein have been met and/or exceeded.

f. The Response shall include, in any format desired, an overview of the **Service Organization** which will support Products sold under any **H-GAC** contract. The overview must include facility locations, phone numbers and Service Manager names, as well as the following:

- The procedure to be used by an **End User** requiring repairs.
- Typical turn-around time on repairs.
- Service Department days and hours of operation.
- Number of qualified / factory trained service personnel normally on hand.
- Description of the parts inventory on hand.
- Training services, facilities and personnel available.

g. Responses shall be enclosed in a sealed package(s) addressed to the Houston-Galveston Area Council, Cooperative Purchasing. The following information shall be stated on the exterior of the package(s):

- Name and address of **Offeror**.
- Date and hour of public response opening.
- Bid/Proposal Invitation number.
- The statement: **"SEALED BID/PROPOSAL, DO NOT OPEN IN MAIL ROOM"**.

H-GAC shall not be responsible for any Response not properly labeled.

h. Submission of a COMPLETE Response by telegraphic or electronic transmission is not acceptable. However, Responses may be modified by telegraphic or electronic notice if such notice is received prior to the deadline for submission.

i. Samples, when required, shall be submitted within the time specified and at no expense to **H-GAC**. If not destroyed or consumed during testing, samples will be returned upon request at **Offeror**'s expense.

j. **Offeror** shall provide firm contract pricing for all Products and Options being offered.

k. If applicable, responses shall include copies of all current licensing which may be required by the Texas Motor Vehicle Division for execution of sales pursuant to any contract with **H-GAC**.

l. Due to the complexity of responses and to aid in evaluation, the Response should contain **ALL** required information in tabbed sections as detailed below. Omission of any required *FORM* or information will be sufficient grounds for **H-GAC** to consider your response to be non-compliant.

m. **First Section:**

- **Form(s) A – Offeror Identification & Signatory:** Identifies the offering party(ies), and should be completed by each party to the Response. If awarded, a contract will be executed with each.
- **Form B – Historically Underutilized Business Enterprises:** Used to collect information about disadvantaged and minority suppliers and subcontractors, and to commit **Offeror** to working with Participants toward their program goals.
- **Form C – Response Checklist:** Certification, and also an aid, to insure that all required information has been included in your Response.
- References, formatted as described elsewhere herein.
- Service Organization Document, formatted as described elsewhere herein.

Second Section:

- **Form D – Offered Items Pricing:** For Bids, contains the list of the Product Items covered by this Invitation. Select the items offered and fill in the price for each. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)
- **Form E – Published Options:** Used to list and price all offered options. List, each on a separate line, all upgrades, downgrades, optional equipment, features, accessories and services which you desire to sell thru the **H-GAC** contract, if awarded. Published catalogs/price sheets may be listed, along with the discount structure that will apply. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)
- **Form W-9 – Request for Taxpayer Identification Number and Certification**: Should be completed by each party to the response.

Third Section:

- Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly list and show all the standard features and capabilities of each Product Item offered on **Form D**.

- Warranty Documentation, as described elsewhere herein, for all items offered.

Fourth Section:

- Copies of any applicable Texas MVD Licenses.
- Electronic Media, containing the complete response including all required *FORMS*, stored in a pouch or an envelope such that it will not fall out of the binder. (Required in 'Copy' only, not in 'Original'.)
- **Form CIQ – Conflict Of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires vendors and consultants contracting or seeking to contract with **H-GAC** to file a Conflict of Interest Questionnaire (CIQ) if they have an employment or other business relationship with an **H-GAC** officer or an officer's close family member. The required questionnaire is located at the Texas Ethics Commission website: http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm. It is Bidder's responsibility to download the form and furnish a completed copy with the Response, if it is applicable.

n. By submittal of Response, **Offeror** certifies to the best of its knowledge that all information is true and correct.

28. CLARIFICATION TO SPECIFICATIONS & REQUIREMENTS

a. If **Offeror** is in doubt as to the meaning of any item in this Invitation, a written request for clarification may be submitted to **H-GAC** up to fifteen (15) calendar days prior to the deadline for response submission. **H-GAC** shall not be responsible for late delivery. Requests may be transmitted by FAX or e-mail to the assigned Specification Specialist, and should clearly reference this Invitation number and the specific page and paragraph in question. If there are multiple questions, they should be stated separately and numbered.

b. Any interpretation of Invitation documents, if made, will be by written Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person officially on record as having been sent a copy of this Invitation. **H-GAC** will not be responsible for any other explanation or interpretation of the Invitation documents made or given prior to the award of the contract.

c. Any objections to the Invitation documents must be filed in writing with **H-GAC** on or before fifteen (15) calendar days prior to the deadline for submission of responses.

d. Prospective offerors are advised that, after a draft specification has been issued, the Pre-Bid/Proposal Conference is the primary forum through which comments and suggestions may be offered for consideration by **H-GAC** prior to issuance of the final invitation and specifications.

e. All best efforts have been made to insure that the product/service descriptions and associated specification information in Sections B & C are correct, and adequate time has been given to prospective Offerors to point out mistakes. However, if an error remains and is caught by Offeror before the scheduled bid/proposal opening, Offeror shall make note of the required correction in the Response, and shall also notify **H-GAC** prior to the opening of responses.

29. INCONSISTENT INFORMATION

H-GAC review of responses supplied on **H-GAC** *FORMS* is a significant part of the evaluation process. **Offeror** shall state clearly all information required on the *FORMS*. **Offeror**'s information supplied on the *FORMS* shall take precedence in the event any standard "boilerplate" type language included in **Offeror**'s response is inconsistent with the information supplied by **Offeror** on the **H-GAC** *FORMS*. In all cases, information on **H-GAC**'s printed *FORMS* supplied as part of **Offeror**'s response shall take precedence over information supplied on electronic media.

30. REJECTION OF RESPONSES

a. **H-GAC** may reject a response if:

- **Offeror** misstates or conceals any material fact in the Response, or if,
- **Offeror** does not strictly conform to law or the requirements of this Invitation.

b. **H-GAC** may reject any and all responses, and may reject any part of a response.

c. **H-GAC, at it's sole discretion,** may also waive any formalities or irregularities in any response, or ask for corrected information except for pricing.

d. **The following occurrences require disqualification of the bid/proposals:**

- Unsigned or unauthorized signatures on bids/proposals;
- Bids received after the date and time for opening
- Bids where prices are conditional on award of another bid or are subject to unlimited escalation

e. **H-GAC** may refuse to award a contract to or enter into a transaction with an apparent low bidder if that bidder is indebted to **H-GAC.**

31. WITHDRAWAL OR MODIFICATION OF RESPONSES

Once received by **H-GAC**, responses may be modified or withdrawn prior to the submission deadline only if the request to do so is in writing submitted by **Offeror's** authorized representative. Responses and requests for modification received after the submission deadline will not be accepted. Requests for response withdrawal received after the submission deadline will be accepted if the request to do so is in writing submitted by **Offeror's** authorized representative.

32. RESPONSE EVALUATION

For Bid Responses:

a. Section B will state whether the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for **H-GAC** and its participants.

b. If the contract will be awarded based on best value, Section B will state any relevant criteria which **H-GAC** will consider.

c. For each offered Product Item, **H-GAC** may use the offered price, prices for Required Options, and the prices of selected common Published Options to determine the lowest responsible offer.

d. Failure of **Offeror** to submit pricing for **frequently purchased** options and any **H-GAC** required options may cause response to be considered non-compliant at **H-GAC**'s sole discretion.

For Proposal Responses:

e. **H-GAC** will evaluate proposals as detailed in Section B.

f. By submission of a Response Offeror indicates acceptance of the evaluation technique, and recognizes and accepts that **H-GAC** may at it's sole discretion make subjective judgments during the evaluation process.

33. ORDER OF PRECEDENCE PRIOR TO CONTRACT AWARD

In the event of conflict between this document and any references or documents cited herein, this document shall take precedence prior to contract award.

34. AWARD OF CONTRACT

a. **H-GAC** reserves the right to accept or reject any Product Item or option offered. Additionally, all options included in Offeror's response and accepted by **H-GAC** are understood to be included in any contract.

b. **H-GAC** shall award contract(s) for line items or groups of line items, at its sole discretion.

c. With authority granted by the **H-GAC** Board of Directors, a written contract shall be presented to the successful **Offeror**(s) and shall be subject to acceptance by the successful **Offeror**(s) within thirty (45) calendar days after presentation by **H-GAC**. If a contract is not executed within thirty (45) calendar days, **H-GAC** may rescind the contract offer and award a contract to the next **Offeror** in order of rank as determined by **H-GAC**.

d. Delivery time and prompt payment discounts, including time allowed for payment, may be considered in tie-breaking of offers which are judged by **H-GAC** to be equal in all other criteria.

e. The contract shall include the following documents in the stated order of precedence:

1st The contract document signed by **H-GAC** and **Offeror**.
2nd This Invitation and all specifications referenced herein.
3rd **Offeror**'s response to this Invitation.

35. PRO-FORMA CONTRACT

This Invitation includes a Pro-Forma (sample) Contract which successful offerors will be expected to sign. The actual final contract will be the same or nearly the same as the Pro-Forma. NOTE: Successful Offerors MAY NOT process any purchase orders until the contract documents have been executed and returned to **H-GAC**.

36. CONTRACT TERM

The contract shall be in effect throughout the period stated elsewhere in the contract documents, and thereafter until such time as any outstanding orders against the contract have been fulfilled. The contract may be extended if deemed by **H-GAC** to be in the best interests of the Program, and subject to mutual agreement of the parties.

37. PERFORMANCE & PAYMENT BOND

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **Contractor** must be prepared to offer a PPB to cover any specific order if so requested by **End User**. **Contractor** shall quote a price to **End User** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **End User's** purchase order.

38. CHANGE ORDERS

End Users shall have the right to make additions by addenda for the purpose of clarification or inclusion of additional specifications, qualifications, conditions, etc. Any such addenda shall be made in writing and agreed upon by **Contractor** and the **End User** agency prior to issuance of any Change Order. A copy of any such Change Order shall be furnished by **Contractor** to **H-GAC**.

39. DUPLICATION OF TERMS OR STATEMENTS

Where statements or terms are duplicated or are extremely similar, **H-GAC** and the **End User** reserve the right to use the statement or term most favorable to **H-GAC** and/or the **End User**.

40. PUBLICITY

H-GAC encourages contractors to "market" the Program, and can provide some information and artwork to be used in published promotional materials. However, any publicity or published material released by **Contractor** referencing the contract, whether in the form of a press release, brochure, photographic coverage, or verbal announcement, shall be issued only with prior review and approval by **H-GAC**.

41. TAXES

HGAC and **End User** participants are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. **Offeror** shall not include any such taxes in the Response. Further, it shall be the responsibility of **Contractor** to determine the applicability of any taxes to a particular order and act accordingly. Exemption certificates will be provided upon request.

42. DRUG FREE WORKPLACE

Contractor shall provide notice to its employees and sub-contractors, as required under the Drug-Free Workplace Act of 1988. A copy of **Contractor's** Drug-Free Workplace policy shall, on request, be furnished to any **End User**.

43. PRODUCT NOTICES & MAILINGS

H-GAC is NOT the owner of Products sold pursuant to this Invitation, but acts only in the capacity of purchasing agent. In that regard, **Contractor** accepts sole responsibility for insuring that notices and mailings, such as Safety Alerts, Safety Recall Notices and Customer Surveys, are sent directly to the **End User** of record.

44. HANDLING OF ORDERS & PAYMENTS

In general, orders and payments will be handled as described below. More specific instructions and information regarding handling of purchase orders and the Order Processing Charge may be provided after contract award. Established procedures may be changed at any time by **H-GAC** as may be dictated by efficient business practice. The particulars of any sale, e.g. specific products, pricing, delivery, warranty, etc., will be in strict accordance with the terms and conditions of this Invitation and the specific contract awarded to **Contractor**. Beyond that:

a. For any particular procurement to be made under the provisions of an **H-GAC** contract, **End User** and **Contractor** will discuss requirements and agree as to what will be provided.

b. **Contractor** will prepare a Contract Pricing Worksheet and provide it to **End User**. The Worksheet will list everything being purchased including the base bid item(s), all published and unpublished options and the delivery date. All pricing shall be per the current contract.

c. **End User** will send a purchase document to **Contractor**, which **Contractor** will send **H-GAC** together with the Contract Pricing Worksheet. **NOTE: Contractor** agrees not to offer, agree to or accept from End User any terms or conditions that conflict with or contravene those in **Contractor**'s **H-GAC** contract, except for pricing discounts.

d. **H-GAC** will prepare an "Order Confirmation" and send it to **End User** and to **Contractor**. The Order Confirmation verifies that **Contractor** has a valid **H-GAC** contract and that the order is in compliance with the requirements of the **H-GAC** Cooperative Purchasing Program. **Contractor** will not ship any goods before receipt of both **End User**'s purchase document and **H-GAC**'s Order Confirmation.

e. On notification that **Contractor** has received an order, **H-GAC** will invoice **Contractor** for the applicable Order Processing Charge. **NOTE:** The Order Processing Charge is charged to **Contractor**, **EXCEPT in the case of motor vehicles**. For all sales of motor vehicles the Order Processing Charge is levied on the **End User**, collected by **Contractor**, and remitted to **H-GAC** by Contractor.

f. **Contractor** will deliver products/services ordered, and will invoice **End User** for products/services accepted by **End User**. (See other Sub-Section herein dealing with Product Delivery.) **Contractor** will not invoice before shipment has been made.

g. **End User** will pay **Contractor** for those products and/or services ordered which have been received and accepted. Under no circumstances shall any check be made payable to a representative or agent. Should a representative or agent submit an invoice to **End User** for any cost related to a purchase order issued to **Contractor** for products/services covered by an **H-GAC** contract, such invoice shall be forwarded to **Contractor** and **Contractor** will take action to correct the error.

h. Upon delivery of any product/service by **Contractor** and acceptance by **End User**, **Contractor** shall remit to **H-GAC** the full amount of the applicable Order Processing Charge in accordance with the payment terms established in the **H-GAC** contract. Note, the Order Processing Charge is due whether or not **Contractor** has ever received an invoice from **H-GAC**. Sales executed based on the particulars of **Contractor**'s **H-GAC** contract, without payment of the Order Processing Charge, may constitute fraud.

45. PRICE CHANGES

a. Any permanent increase or decrease in offered pricing for a base contract item or published option is considered to be a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.

b. Except in the case of contracted published catalogs and price sheets, prices for Base Bid Items and Published Options are expected to be held firm for a minimum of 90 days from the date an awarded Offeror signs the H-GAC contract. Thereafter, changes will be considered if accompanied by justifying documentation satisfactory to H-GAC. For published catalogs and price sheets which are on an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet may be submitted whenever the manufacturer publishes the new document. Any such request must include the new catalog or price sheet.

c. If **Contractor** routinely offers discounted contract pricing, **H-GAC** may request **Contractor** to accept amended contract pricing equivalent to the routinely discounted pricing.

d. No price change will be allowed unless it has been reviewed and approved by **H-GAC** in writing. **Contractor** must have received **H-GAC's** written approval of any change prior to charging the new price or using it in any quotation prepared for an End User.

e. Price change requests must be submitted to **H-GAC** in writing and must be received by **H-GAC** at least thirty (30) calendar days prior to the requested effective date of the change, and must state the time period for which the requested pricing will remain firm.

f. Price change requests shall include **H-GAC Forms D** and **E**, or whatever documentation was used to submit pricing in the original Response hereto, showing all affected items with current contract price, requested price, and percentage change shown clearly for each. This documentation should be submitted in MSExcel format to facilitate analysis and updating of the website.

g. Price change requests **MUST** be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) showing that **Contractor's** actual costs have increased. The Producer Price Index (PPI) may be used as partial justification, subject to approval by **H-GAC**, but no price increase based solely on an increase in the PPI will be allowed.

h. All Products shall, at time of sale, be equipped as may be required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to such government requirements which cause a manufacturer's costs of production to increase, **Contractor** may

increase Product pricing to the extent of **Contractor's** actual cost increase. The increase must be substantiated with support documentation acceptable to **H-GAC** prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale shall be the responsibility of the **End-User**.

i. In cases involving contract extensions exceeding sixty-one (61) days beyond the stated expiration date of the contract, **Contractor** may request a price change based on the same conditions as stated above. However the thirty (30) day prior notice is waived and **H-GAC** will consider the request immediately on receipt.

j. H-GAC reserves the right to accept or reject any price change request. Acceptance, if granted, will be in writing and the approved changes will become part of the contract.

46. CONTRACT ITEM CHANGES

a. If a manufacturer discontinues a contracted item, that item will automatically be considered to be deleted from the contract with no penalty to Contractor. However, **H-GAC** may at it's sole discretion elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End User**s, at its sole discretion.

b. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise **H-GAC** of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. Otherwise **H-GAC** may allow or reject the change, or take any other action deemed by **H-GAC** to be in the best interests of **End User**s, at its sole discretion. If the change is rejected there will be no penalty to Contractor.

c. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor shall advise **H-GAC** of the details. **H-GAC** may allow or reject the change at its sole discretion. If the change is rejected there will be no penalty to Contractor. However, **H-GAC** may elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End User**s, at its sole discretion.

d. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing shall be automatically incorporated into the contract. However, **Contractor** must still provide thirty (30) calendar days written notice and an explanation of the changes to products and pricing. **H-GAC** will respond with written approval.

47. FORCE MAJEURE

If either party shall be wholly or partially prevented from the performance of any contractual obligation or duty by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident., order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of Force Majeure shall rest solely with **H-GAC**..

48. PERFORMANCE UNDER CONTRACT

H-GAC is committed to insuring that **Contractor** provides effective and efficient service to all Participants in the Cooperative Purchasing Program, and expects that certain Performance Conditions must be met. Failure to meet these conditions may result in contract termination. In that regard, **Contractor shall:**

a. Appoint a dedicated representative to be the contact person and focal point for all matters relating to End User quotations and orders. The representative shall have: A toll free phone number with voice mail; A fax number; A working e-mail address; and A postal address.

b. Insure that the representative timely monitors all communication modes listed above, and promptly responds to communications from **End User**s and **H-GAC** in any of these modes. Phone calls will be promptly returned, in any event not later than the next business day. Acceptable failure will be due only to Force Majeure.

c. Maintain sufficient qualified staff to promptly process all communications from **H-GAC** or **End User**s, and to efficiently, effectively and accurately service all requirements of the contract.

d. As may be requested by **H-GAC**, replace any staff members who are not providing the service and expertise deemed necessary by **H-GAC** for acceptable support of **End Users**.

e. Properly prepare and provide to **End User** a Contract Pricing Worksheet, or a quotation in other format as approved by **H-GAC**, for each and every order that is to be executed.

f. Furnish, on request of **H-GAC**, reasonable data, forms and graphic material to be used in brochures or other print media, or on **H-GAC**'s website.

g. Allow access to **H-GAC** authorized personnel for inspection of operating facilities, and auditing of purchase orders during the contract period, and for a period extending thru the completion of any outstanding orders. Site inspection may be arranged not less than ten (10) calendar days prior, shall include the names of all participants, and shall be at no expense to **Contractor**.

h. **Reporting Requirements:**

- **Contractor** agrees to submit written quarterly reports to **H-GAC** detailing all transactions during the previous three month period. Such reports shall include, but are not limited to the following:
- **End User** name
- Product/Service purchased, including Product Code if applicable
- End User Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- **HGACBuy** Order Processing Charge amount
- Reports must be provided to **H-GAC** in MSExcel or other acceptable electronic format, and are due by the 30th day of the month following the applicable quarter being reported.

i. Should **Contractor** default in providing Products or Services as required by this Invitation and the contract, recourse may be exercised thru cancellation of the contract and other legal remedies as may be appropriate.

49. IMPLEMENTATION OF INTERNET BASED E-COMMERCE

H-GAC Cooperative Purchasing has adopted E-Commerce as part of its business model and maintains an internet website at www.HGACBuy.org. At any point in time, various information and process functions may be implemented and made operational thru the website, including but not limited to items such as:

Information Items

- Contract information
- Procurement schedules
- Response requirements & specifications
- Product and option item catalog listings
- **End User** & **Contractor** information

Functions

- **End User** product inquiries
- Product configuration and price quotes
- Purchase Orders and Confirmations
- Shipping/Delivery notices
- Invoice generation
- Payment remittances, etc.

All **H-GAC Contractors**, as a condition of contract, will be required to work with **H-GAC** and it's E-Commerce provider(s) to maximize use of E-Commerce within the context of **H-GAC** Cooperative Purchasing business**. Offeror** is encouraged to refer to **H-GAC**'s Cooperative Purchasing web site where additional information can be found. If you have any questions, please contact **H-GAC** for assistance.

50. CONTRACTOR ORIENTATION/TRAINING

H-GAC believes that **Contractor's** familiarity with the operational policies and requirements of the Cooperative Purchasing Program is a key factor in achieving **End User** satisfaction. In that regard, the Contact Person listed on **Form A**, or an alternate, shall be required to participate in an **H-GAC** vendor orientation/training as soon as possible after contract award. In addition, any other of Contractor's staff who will be involved in any way with the HGACBuy Program should participate in orientation. The orientation may be presented as a teleconference or webinar, or may be held in **H-GAC**'s offices as may be determined by **H-GAC** and Contractor to be the most efficient and effective form of delivery.

51. LEGAL & CONTRACTUAL REMEDIES

RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS

Procedure

Any actual or prospective **Offeror** or **Contractor** who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement. In order for an above mentioned party to enter the grievance process, a written complaint must be sent to the Office Services Manger of **H-GAC** by certified mail which identifies the following:

1. Name, mailing address and business phone number of the complainant.
2. Appropriate identification of the procurement being questioned.
3. A precise statement of reasons for the protest.

4. Supporting exhibits evidence or documents to substantiate any claims.

The grievance must be based on an alleged violation of **H-GAC**'s Procurement Procedures, a violation of State or Federal law (if applicable), or a violation of applicable grant or contract agreements to which **H-GAC** is a party. Failure to receive a procurement award from **H-GAC** in and of itself does not constitute valid grievance. Upon receipt of grievance, the Office Services Manager will initiate the informal resolution process.

Expedited Resolution

The Procurement Officer or Departmental Manager responsible for the solicitation shall contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working days from date of complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to the Office Service Manager of the resolution with specifics on each point addressed in the original complaint.

If the Procurement Officer or Departmental Manager is not successful in resolving the allegations, the complaint along with the comments will be forwarded to the Office Service Manager immediately. The Office Service Manager will review all documentation. All interested parties will be given written notice of the date, time, and place of the hearing and an opportunity to present evidence. A written decision will be issued within five (5) working days after the hearing along with notice of appeal rights.

Appeals

The complainant may appeal the Office Service Manager's decision by submitting a written appeal, within five (5) working days, to the Executive Director of **H-GAC**. The Executive Director, upon receipt of a written notice of appeal, shall contact the complainant and schedule a hearing within ten (10) working days. The Executive Director of **H-GAC** has the option of appointing a Hearing Officer to preside over the hearing. If appointed, the Hearing Officer shall conduct a hearing and forward a summary and recommended resolution to the Executive Director.

The decision reached by the Executive Director or his designee shall be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days.

The **Contractor** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a Court of competent jurisdiction.

RESOLUTION OF CONTRACT DISPUTES

Upon breach or default, **H-GAC** shall give the **Contractor** written notice of default. If the default is not remedied, within a reasonable specified time from date of notification, to the satisfaction and approval of **H-GAC**, default will be declared.

Upon breach of contract or default, **H-GAC** may exercise any and all of its rights afforded by law, including but not limited to those referenced in the General Contract Provisions.

SOLICITATIONS OR AWARDS IN VIOLATION OF THE LAW

Contracts awarded in violation of the competitive process or otherwise in violation of the law are voidable by **H-GAC**.

52. NATIONWIDE SALES OPPORTUNITIES

HGACBuy provides purchasing services to local governments qualifying non-profits throughout the nation, and desires to make established contracts available to them wherever and whenever practicable. Therefore, once a contract is awarded, **Contractor** is expected to expand the scope of its marketing effort to include sales to **End User**s in all areas of the United States, and/or to assign any **H-GAC** contract to another contractor(s) as deemed appropriate by **H-GAC** in the interest of its End Users.

- **Contractor** may sell through **HGACBuy** anywhere subject to compliance with applicable laws and regulations. If the market structure in which **Contractor** operates requires a contract assignment for any particular sale, **H-GAC** will expect **Contractor** to assign the contract to a Manufacturer or to another Dealer(s). Such assignment must be approved by **H-GAC**.
- **Contractor**'s differential costs (e.g. transportation & delivery charges) and allowances (e.g. manufacturer's sales incentives) related to any sale may be charged to buyer.

End of Section A General Terms And Conditions

HGACBuy (/default.aspx)

List of HGACBuy End Users

Select a State to See a List of End Users From That State

Florida

Filter by Name:

Agency Name	City
City of Cocoa (FL)	Cocoa

News & Events

End User Orientation (/events/event-details.aspx?eventid=121)

Join us for an HGACBuy End User Orientation (/events/event-details.aspx?eventid=121)

The HGACBuy End User Orientation objective is to introduce End Users to the HGACBuy program:

- Who is HGACBuy?

- Discuss what HGACBuy Cooperative does
- The advantages of using HGACBuy
- Discuss the purchasing process
- HGACBuy Website

(https://www.addtoany.com/share#url=https%3A%2F%2Fwww.hgacbuy.org%2Fabout%2Fend-users.aspx&title=List%20of%20HGACBuy%20End%20Users%20-%20HGACBuy)

Contractor Orientation (/events/event-details.aspx?eventid=126)

Join us for a Contractor Orientation Webinar (/events/event-details.aspx?eventid=126)

The orientation will discuss:

- Our cooperative environment
- Requirements for Member participation
- Preparing Contract Pricing Worksheets
- Purchase orders and Order Confirmations
- Quarterly Activity Reporting

(https://www.addtoany.com/share#url=https%3A%2F%2Fwww.hgacbuy.org%2Fabout%2Fend-users.aspx&title=List%20of%20HGACBuy%20End%20Users%20-%20HGACBuy)

End User Orientation (/events/event-details.aspx?eventid=127)

Join us for an HGACBuy End User Orientation (/events/event-details.aspx?eventid=127)

Webinar will begin exactly at 9:30AM CST. Please be on time for the webinar or you may miss the presentation and have to wait until the next one.

The HGACBuy End User Orientation objective is to introduce End Users to the HGACBuy program:

- Who is HGACBuy?
- Discuss what HGACBuy Cooperative does
- The advantages of using HGACBuy
- Discuss the purchasing process
- HGACBuy Website

(https://www.addtoany.com/share#url=https%3A%2F%2Fwww.hgacbuy.org%2Fabout%2Fend-users.aspx&title=List%20of%20HGACBuy%20End%20Users%20-%20HGACBuy)

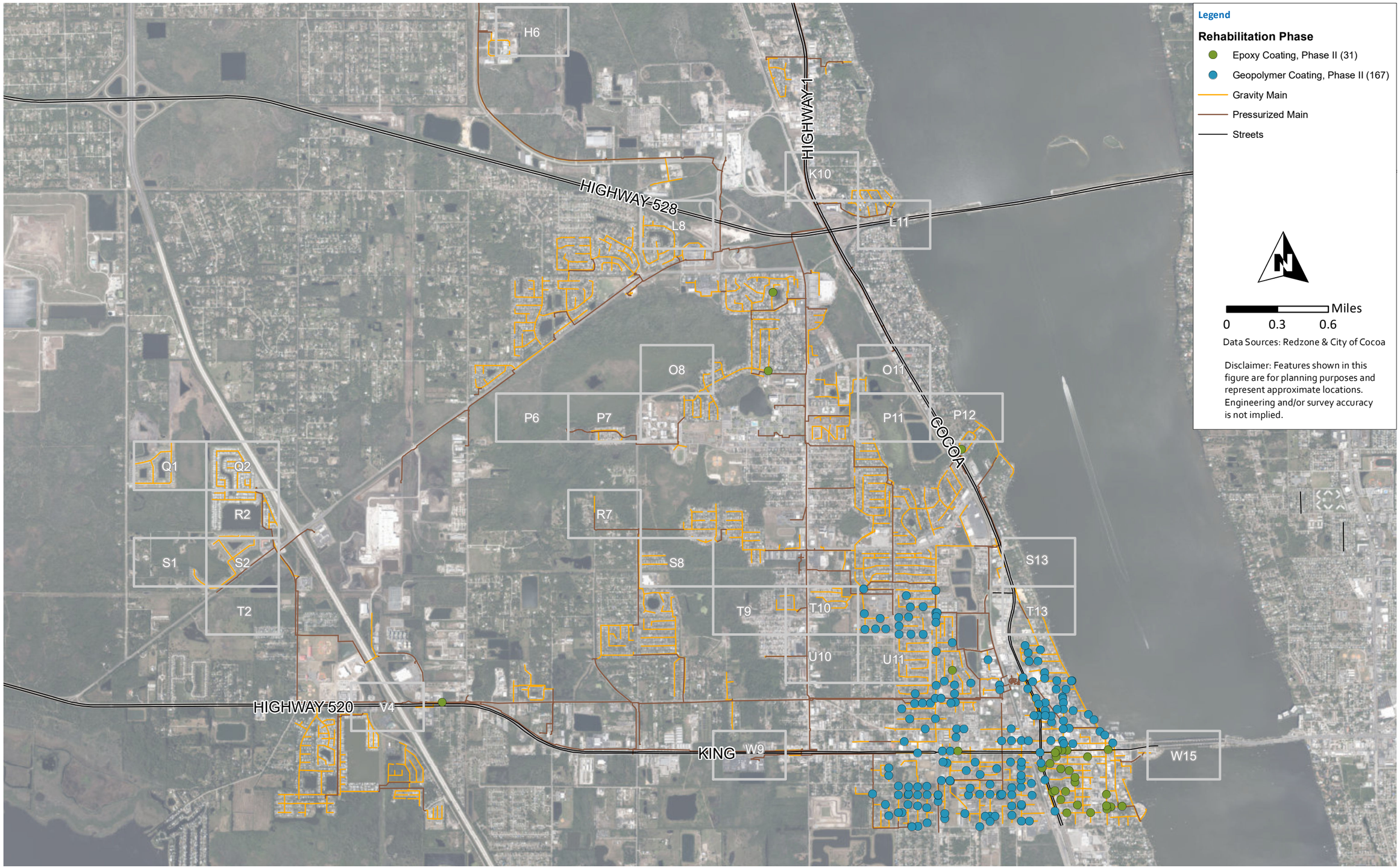


Figure 8-5 Phase II Manhole Rehabilitation Summary

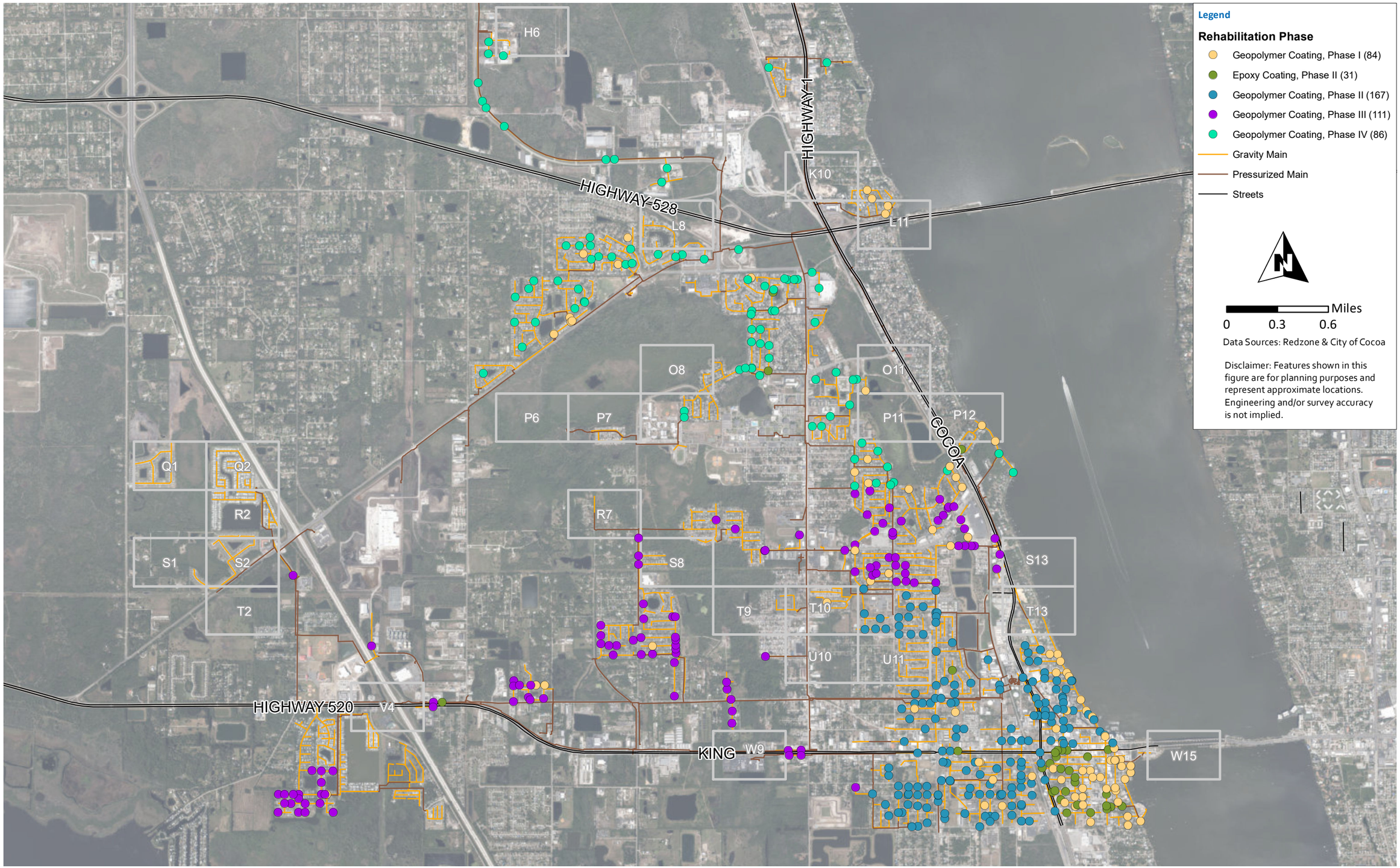


Figure 8-4 Phase I - IV Manhole Rehabilitation Summary

RESOLUTION NO. 2020-129

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE PROJECT MANHOLE REHABILITATION (PROJECT NO. WS19MH) IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL IN THE AMOUNT OF $ 362,753 INCLUSIVE OF THE $ 36,275 CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-4 of the City Code provides that with respect to construction contracts approved by the City Council, the City Council may authorize by resolution the City Manager to approve change orders to the primary construction contract and any additional service contracts related to the completion of the construction project authorized by the City Council in excess of the spending authority limits under this section provided the amount is within the unexpended construction budget approved by the City Council for the project including any contingency funds approved by the City Council for said contract; and

WHEREAS, on March 25, 2020, the City Council approved a cooperative purchase contract No. TP07-18 with VacVision Environmental LLC (A Vortex Company), subject to certain terms and conditions and budget adjustments approved by the City Council; and

WHEREAS, in conjunction with this authorization, the City Council desires to establish the total construction budget and streamline the approval of change orders and any additional service contracts to the extent necessary in order to expedite the construction of the project; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to authorize the City Manager to approve the aforementioned change orders and any additional service contracts consistent with the terms of this Resolution and Section 2-4 of the City Code even if said amounts exceed the City Manager's general spending authority approved by the City Council.

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

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract and any additional service contracts related to the Manhole Rehabilitation (Project No. WS19MH) Project, provided the total amount of approved change orders and any additional service contracts do not cause the total construction budget to exceed the $399,028 budgeted by the City Council for the Project inclusive of the $36,275 contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on this 25th day of March, 2020.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	20-157	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	3/6/2020			**In control:**	City Council
On agenda:	3/25/2020			**Final action:**	
Title:	Approve Amendment No. 1 to Task Order 2019-04 with CH2M Hill Engineers, Inc. for the Bidding Phase Assistance and Services During Construction (SDC) for Security System Improvements at the Dyal Water Treatment Plant, Project No. WS1404, Chemical Conversion and Reliability Improvements Project. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO-CH2M HILL 2020-04.1 $48434.46 - UT.pdf Cocoa Door HW SDC Amend 1 2020_02_27.pdf PO 74898.pdf Agreement Dyal CCRIP Engineering Services.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 6, 2020
Agenda Date: March 25, 2020
Prepared By: Katherine Ennis, P.E., Utilities Deputy Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Amendment No. 1 to Task Order 2019-04 with CH2M Hill Engineers, Inc. for the Bidding Phase Assistance and Services During Construction (SDC) for Security System Improvements at the Dyal Water Treatment Plant, Project No. WS1404, Chemical Conversion and Reliability Improvements Project

BACKGROUND:

On June 10, 2019, City Council approved Task Order 2019-04 with CH2M Hill Engineers, Inc. for the Bidding Phase Assistance and Services During Construction (SDC) for Security System Improvements at the Dyal Water Treatment Plant, Project No. WS1404, Chemical Conversion and Reliability Improvements Project.

The security system encompasses an integrated system that involves multiple facilities. Included in the project are numerous equipment improvements. Details are exempt from public records and public meeting disclosure pursuant to Section 119.0713(5) and Section 286.0113, Florida Statutes.

Additional scope of work has been added to the construction phase of this project and this

Amendment No. 1 will provide for the bidding, permitting and services during construction (SDC) for this additional scope of work.

Staff recommends approval of Amendment No. 1 to Task Order 2019-04 with CH2M Hill Engineers, Inc. for Bidding Phase Assistance and Services During Construction for Security System Improvements at the Dyal Water Treatment Plant.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$48,434.46
Account Number	426-4055-536.63-00, WS1404
Account Name	Infrastructure
Source of Funds:	Series 2018B Bond
Change Order Amount	$48,434.46
Original Purchase Order	74898
Original P.O. Amount	$226,931.83
Total number of change orders to date	1
Total amount in change orders to date	$48,434.46

PREVIOUS ACTION:

On June 10, 2019, City Council approved Task Order 2019-04 with CH2M Hill Engineers, Inc. for the Bidding Phase Assistance and Services During Construction (SDC) for Security System Improvements at the Dyal Water Treatment Plant, Project No. WS1404, Chemical Conversion and Reliability Improvements Project.

On February 4, 2017, City Council approved Task Order 2017-02 with CH2M Hill Engineers, Inc. to provide design and permitting services for Security System Improvements at the Dyal Water Treatment Plant, Project No. WS1404, Chemical Conversion and Reliability Improvements Project.

RECOMMENDED MOTION:

To Approve Amendment No. 1 to Task Order 2019-04 with CH2M Hill Engineers, Inc. for the Bidding Phase Assistance and Services During Construction (SDC) for Security System Improvements at the Dyal Water Treatment Plant, Project No. WS1404, Chemical Conversion and Reliability Improvements Project.

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=8207842&GUID=885397C6-D2B5-4DA9-8CD0-754F54CAE738* is a secure document that has been embedded in this document. Double click the pushpin to view.



TASK ORDER 2019-04
Amendment #1

City of Cocoa Water Utility
Door Hardware Upgrade Design Improvements – Engineering Services During Construction (SDC)

This is an amendment to Task Order 2019-04 to provide additional services. CH2M will provide services during construction for the City of Cocoa as determined and directed by the City of Cocoa within the compensation limits of this task order.

Services performed by CH2M HILL Engineers Inc. in this Task Order amendment will be performed in accordance with the Agreement for Engineering Services for Water Supply, Treatment, Transmission and Distribution System Projects (AGREEMENT) approved by the City of Cocoa on November 11, 2008.

Scope of Services

CH2M will provide bidding, permitting and services during construction (SDC) as defined below. These services are intended to assist the City during the procurement and bidding process and provide technical assistance during the construction phase. The services associated with this amendment are for support of the door hardware upgrade design dated January 2018. These SDC services are based upon the understanding that the City will contract directly with the Construction Contractor and the City will actively manage the construction contract process including contract decisions, the approval process, and other actions necessary for the execution and completion of the construction.

Task 1 – Procurement and Bidding Services

CH2M will provide services to assist the CITY in selection of a single Contractor for the construction of the project. The City plans to conduct a contractor qualification-based selection process followed by a cost bid phase. The City will prepare and place advertisements and notices soliciting qualifications packages and bids for the construction of the project and receive the documents from the prospective bidders.

Services associated with this task include:

- Preparation of a single pre-contractor award Addendum
- Qualification Proposal Evaluation
- Bid Phase Services
- Cost Proposal
- Permit Support

Task 1 Deliverables:

- Pre-contractor award Addendum package
- Written responses to questions from the pre-bid meeting
- Written responses to requests for information

- Written cost proposal review with recommendation for award

Task 2 – Services During Construction

Services associated with this task include:

- Attend the Pre-Construction meeting via telecom
- Requests for Information
- Shop Drawings and Submittal Review
- Site Visits
- Record Drawings

Task 2 Deliverables:

- Written responses to requests for information
- Written review responses to shop drawing submittals
- Punch list for the substantial completion phase and the final completion phase of work
- Record drawings updated and finalized

Assumptions

The following key assumptions were made in the compilation of this scope of work and the estimation of the level of effort:

- Procurement and bid phase services are based on a period of 12 weeks.
- The construction period based on a period of 8 months.
- The City will be responsible for final review and approval of contractor payment applications, change orders, and substitution requests.
- Contractor will provide marked up and annotated as-built drawings per the requirements of the contract documents.
- Final negotiations of contract price with the selected firm are not included in this amendment.
- Services associated with re-bids and dealing with protests are not included in this amendment.

Project Schedule

- Bidding services shall be provided based on the City's bidding schedule.
- Punch lists will be submitted to the City and Contractor 5 days after the substantial completion site visit.
- Record drawings will be submitted to the City 4 weeks after receipt of properly documented as-builts from the Contractor.

Compensation

Services proposed by CH2M in this Task Order Amendment will be performed in accordance with the Agreement for Engineering Services for Water Supply, Treatment, Transmission and Distribution System Projects (AGREEMENT) approved by the City of Cocoa on November 11, 2008.

CH2M proposes to perform the work described herein on a time and material basis with budgets between the sub-tasks and expenses being interchangeable as needed between the task order and amendment. The estimated total engineering fee including labor and expenses associated with the task order is shown in Table 1, Fee Estimate.

Table 1 – Fee Estimate

Task Description	Rate	Hours	Labor Fee	Expense	Travel	Total
Task 01 - Procurement and Bidding Services						
Mid Level Technician	$111.34	9	$1,002.06			
Senior Technician	$125.06	7	$875.42			
Mid Level Professional	$166.44	28	$4,660.32			
Senior Project Manager	$199.17	48	$9,560.16			
Subtotal for 01		**92**	**$16,097.96**	**$0.00**	**$0.00**	**$16,097.96**
Task 02 - Services During Construction						
Mid Level Technician	$111.34	68	$7,571.12			
Senior Project Manager	$199.17	114	$22,705.38			
Expense and Travel				$650.00	$1,410.00	
Subtotal for 02		**182**	**$30,276.50**	**$650.00**	**$1,410.00**	**$32,336.50**
Grand Total		274	$46,374.46	$650.00	$1,410.00	$48,434.46

Acceptance

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

Approved for City of Cocoa

By: _____

Title: _____

Date: _____

Accepted for CH2M HILL Engineers, Inc.

By: 

Francois Didier Menard

Title: Vice President

Date: March 05, 2020

Attachment A
Per Diem Schedule TO 2019-04

Classification	Description	TO 2019-04 Rate
Engineer 9	Principal	$199.17
Engineer 8	Senior Reviewer/Consultant	$199.17
Engineer 7	Senior Project Manager	$199.17
Engineer 6	Senior Professional Engineer/Scientist/Consultant	$188.40
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	$166.44
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	$138.96
Engineer 3	Junior Professional Engineer/Scientist/Consultant	$120.84
Engineer 2	Project Engineer/Scientist/Consultant	$101.84
Engineer 1	Junior Project Engineer/Scientist/Consultant	$95.27
Engineer 0	Engineering Intern	$85.28
Technician 5	Senior Construction Manager/Senior Designer	$155.59
Technician 4	Construction Manager/Senior Technician	$125.06
Technician 3	Senior Construction Inspector	$111.34
Technician 2	Construction Inspector/Technician	$86.17
Technician 1	Junior Construction Inspector/Junior Technician	$76.53
Technical Aide	Technical Aide	$66.56
Office	Office/Project Administration	$69.99

Notes:

1. Billing rates were negotiated rates for Year 2012. However, these rates will be held firm for use on this task order.

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

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

SERVICE

PURCHASE ORDER

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

THIS NO. 74898

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 1294
VENDOR FAX NO.: 407-839-5901
VENDOR PH NO.: 720-286-2029

DATE 7/22/2019
DATE REQUIRED 9/30/2019

CH2M HILL ENGINEERS, INC.
9127 S. JAMAICA STREET
ENGLEWOOD CO 80112

DELIVER TO:

City of Cocoa
ENGINEERING DEPARTMENT
351 SHEARER BLVD.
COCOA FL 32922

Florida Sales Tax Exemption No. 85-8012621548C-8

BUYER/REQ. # DK 0000038804 N. HERNANDEZ/ KE /4010

F.O.B. COCOA

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
1	226931.83	SUM	TASK ORDER 2019-04 FOR THE BIDDING PHASE ASSISTANCE AND SERVICES DURING CONSTRUCTION (SDC) FOR SECURITY SYSTEM IMPROVEMENTS AT THE DYAL WATER TREATMENT PLANT. APPROVED BY CITY COUNCIL ON 7-10-19, AGENDA FILE ID #19-286; ITEM ITEM VIII.3. PROJECT NO. WS1404 CSA: RFQ-15-24-COC POINT OF CONTACT: DIDIER MENARD, P.E., VP SCOPE OF SERVICES UNDER TASK 1: PRE-QUALIFICATION SERVICES; QUALIFICATION PROPOSAL EVALUATION; BID PHASE SERVICES; COST PROPOSAL EVALUATION; AND PERMIT SUPPORT. SCOPE OF SERVICES UNDER TASK 2: KICK-OFF/PRE-CONSTRUCTION MEETING; REQUESTS FOR INFORMATION (RFIS); SHOP DRAWINGS AND SUBMITTAL REVIEW; PROGRESS MEETINGS AND MANAGEMENT; SITE VISITS; RECORD DRAWINGS; AND STARTUP SUPPORT SERVICES. TIMELINE: IT IS ESTIMATED THAT PROCUREMENT AND BID PHASE SERVICES ARE BASED ON A PERIOD OF 12 WEEKS.	1.0000	226931.83

*** CONTINUED ***

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
5. **IMPORTANT:** **Invoices and packing slips must bear our Order No.**

ACCOUNT NUMBER

42640555366300
CITY OF COCOA

MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

Rebecca J. Brandon
Purchasing Agent

PURCHASE ORDER

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

THIS NO. 74898

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 1294
VENDOR FAX NO.: 407-839-5901
VENDOR PH NO.: 720-286-2029

DATE 7/22/2019
DATE REQUIRED 9/30/2019

CH2M HILL ENGINEERS, INC.

DELIVER TO:

City of Cocoa

Florida Sales Tax Exemption No. 85-8012621548C-8

F.O.B.

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
1			TASK ORDER 2019-04 FOR THE BIDDING PHASE THE CONSTRUCTION PERIOD BASED ON A PERIOD OF 8 MONTHS.		
			**********SERIES 2018B BOND**********		
				TOTAL	226931.83

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
5. **IMPORTANT:** **Invoices and packing slips must bear our Order No.**

ACCOUNT NUMBER

42640555366300
CITY OF COCOA

MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

Purchasing Agent

TERMS AND CONDITIONS

1. **AGREEMENT**: Except as provided in Paragraph 22 below, this purchase order, including these terms, conditions, the referenced bid package, and the specifications hereto, constitute the sole and entire agreement between the parties hereto (hereinafter "Agreement" or "Purchase Order"). Seller's acceptance of this Agreement is limited to the terms and conditions hereof and written confirmation, commencing performance, or making deliveries hereunder constitutes such acceptance, notwithstanding Seller's proposal or terms additional to or different from those set forth in this Agreement. The Seller's quotation is incorporated in and made a part of this Agreement only to the extent of specifying the nature and description of the goods and services ordered and then only to the extent that such items are consistent with the other terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any of the terms or conditions hereof. The Buyer is the City of Cocoa, Florida, (hereinafter referred to as the "City" or "Buyer").

2. **TIME IS OF THE ESSENCE**: Failure to perform services or deliver goods of the quality and quantity and within the time limit(s) specified by this Purchase Order shall, at the option of the City, relieve it of any obligation to accept and pay for such goods or services, including any undelivered shipments of goods. Upon failure to deliver as specified, the City may buy like goods or services elsewhere and charge the Seller with any increased cost or other loss incurred thereon, pursuant to applicable law, unless defective shipment of goods, or performance of defective services, as applicable, is agreed to by the City in writing. Any failure by the City to exercise its option with respect to any shipment of goods or performance of services shall not be deemed to constitute a waiver with respect to subsequent shipments of goods or performance of services. This provision is not in lieu of, and the City does not waive any remedies provided by law.

3. **WARRANTY**: With respect to services, Seller warrants unto the City that Seller has the competence and abilities to complete the services set forth herein. Seller will perform the services with due and reasonable diligence consistent with sound professional practices. With respect to goods, Seller warrants to City (a) that the goods shall be of the quality specified or of the test grade of their respective kinds if no quality is specified; shall conform to the specifications, drawings, samples and other descriptions contained herein, and to representations made by Seller or its representatives; be fit for City's particular purpose; and (b) that at the time the goods are accepted by the City, the goods shall have been produced, sold, delivered, and furnished in compliance with all applicable Federal and State laws, including but not limited to the Consumer Product Safety Act, the Federal Occupational Safety and Health Act, the Fair Employment Practices Act and the Equal Pay Act, and all applicable municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods are subject, (c) that the goods furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership or association.

4. **MODIFICATIONS**: Except as provided in Paragraph 22, this Agreement can be modified or rescinded only in writing and if signed by both parties, or their duly authorized agents.

5. **WAIVER**: The failure of the City to enforce any provision of this Agreement or exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in full force.

6. **CITY OPTIONS**: City reserves the right to change specifications and delivery dates. Any difference in price required by such changes shall be equitably adjusted and the Agreement shall be modified in writing accordingly. City further reserves the right to terminate all or part of the work to be performed pursuant to this Agreement. In such event, City shall be liable only for materials or work done within the authorization of this Agreement. In no event shall City be liable for incidental or consequential damages by reason of such termination.

7. **INDEMNIFICATION**: Seller agrees to protect, indemnify, save and hold harmless City, its elected and appointed officials, officers, attorneys, and employees, from and against all losses, costs and expenses and from and against all claims, demands, suits and actions for damages, losses, costs, attorneys fees, expenses and from and against all liability awards, judgements, and decrees of whatsoever nature for any and all damages to property of the City or others of whatsoever nature and for any and all injury to any person (including death) arising out of or resulting from negligence of Seller, breach of this Purchase Order in the performance of services or the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the Purchase Order, specifications of other data, or from the breach of any express or implied warranty.

8 **PATENT INDEMNIFICATION**: Seller represents and warrants that it has the right to use any and all intellectual property, either by licensure or ownership, that is supplied, indirectly or directly, under this Purchase Order. Further, the Seller agrees that the City is relying on this representation and warranty to issue this Purchase Order. Seller agrees to hold harmless and to defend City against any claims of patent or copyright infringement occasioned by the manufacturer, sale or use of material supplied under this Purchase Order and to indemnify City, and its elected and appointed officials, officers, attorneys, and employees, against any damages occasioned by such claims whether justified or unjustified.

9. **INSPECTION**: City shall have a reasonable time after delivery or performance within which to inspect the goods or services. Goods rejected will, at Seller's expense, be returned to Seller or otherwise disposed of as Seller shall reasonably request. The cost of inspection of goods or services rightfully rejected shall be charged to the Seller. If reasonable inspection disclosed that part of the goods received or services performed are defective or nonconforming, City shall have the right to cancel any unshipped portion of the order or unperformed portion of the services. Payment for the goods or services on this Purchase Order prior to inspection shall not constitute acceptance thereof, and is without prejudice to any and all claims that City may have against Seller. The making or failure to make any inspection of, or payment for acceptance of, the goods or services, shall in no way impair City's right to reject nonconforming goods or services, recover damages or exercise any other remedy to which City may be entitled; notwithstanding City's knowledge of the nonconformity, its substantiality or the ease of its discovery.

10. **TAXES**: The City government is a non-profit operation and not subject to tax.

11 **CONTINGENCIES**: Performance of any obligation under this Agreement may be suspended by either party without liability, to the extent that an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party) delays, prevents, restricts or limits the performance of this Agreement or the consumption, sale, use or end use of goods or services. The affected party shall invoke this provision by promptly notifying the other party in writing of the nature and estimated duration of the suspension period. At City's option, either the Agreement period shall be extended by the term of any such suspension, or the total Agreement quantity hereunder shall be reduced by the quantity not delivered or performed during the term of such suspension, and, in either event, the Agreement shall otherwise remain unaffected. In such event that Seller's performance is suspended for more than sixty (60) days during the term hereof, City may, at its option, terminate this Agreement upon written notice to the Seller.

12. **PRICE PROTECTION**: Seller warranties that the price(s) set forth herein are equal to the lowest net price, and the terms and conditions of sale as favorable as the price(s), terms and conditions afforded by the Seller to any other customer for goods or services of compatible grade or quality during the terms hereof. Should City be able to purchase goods or services of the same or comparable quality from another source at a lower delivered cost then in effect hereunder, and City gives Seller written notice hereto, City may purchase such goods or services from such other sources at such lower delivered cost unless within fifteen days of receipt by Seller of said notice, Seller meets such lower delivered cost for such quantity of goods or services. Any quantity of goods or services so purchased from another source by City shall be deducted from the total quantity offered on this Agreement, but the Agreement shall otherwise remain unaffected.

13. **PACKAGING AND CARTAGE**: No charge will be allowed for packing, boxing or cartage unless agreed upon at the time of purchase, but damage to any goods not packed to insure proper protection to same will be charged to Seller. City's order number and quantity shipped will be marked or tagged on each package. City's count will be accepted as final and conclusive on any shipment not accompanied by itemized packing slip. Delay in or non-receipt of packing lists, statements or invoices in the number of copies specified or errors or omissions of any of these will be just cause for withholding payment.

14. **HAZARD**: Seller shall notify City of any inherent hazard and applicable precautions and protective measures and provide any additional relevant information, including but not limited to Material Data Safety Sheets, for the goods being purchased herein.

15. **QUANTITY**: The quantities of goods or duration of services as indicated on the face hereof, must not be exceeded without prior written authorization from City. Excess quantities may be returned to Seller at Seller's expense.

16. **ASSIGNMENT**: No right or interest in this Agreement shall be assigned by Seller without the prior written permission of the City and no delegation of any obligation owed by either City or Seller shall be made without the prior written permission of either party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.

17. **CHOICE OF LAW; VENUE**: The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any dispute under this Purchase Order, venue shall be in Brevard County, Florida for any state action and Orlando, Florida, for any federal action.

18. **PUBLIC RECORDS; RIGHT TO AUDIT RECORDS**: Written documents prepared by either the Seller or City in furtherance of this Agreement shall constitute a public record. Any such instrument maintained by Seller hereunder shall be delivered to the City upon request. The City shall also be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of this Agreement. Such books and records shall be maintained by the Seller for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing by the City.

19. **FISCAL YEAR FUNDING APPROPRIATION**: (a) Specified Period. Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council. (b) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the purchase order shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

20. **FAILURE TO EXECUTE PURCHASE ORDER**: Failure of the successful bidder *to* accept the Purchase Order as specified may be cause for cancellation of the award. In the event that the order is cancelled, the award may then be made to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the bid award was made, or all bids may be rejected and made void by the City.

21. **INDEPENDENT CONTRACTOR**. The Seller shall perform the obligations of this Purchase Order as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.

22. **OTHER RELATED AGREEMENTS.** In conjunction with, or prior to issuing *this* Purchase Order, the City may require the Seller to execute a full written agreement that is approved by the City Manager or City Council and executed by the City Manager or Mayor ("Master Agreement"). The Master Agreement shall take precedence over the terms and conditions set forth in this Purchase Order to the extent there are any conflicting terms and conditions. Otherwise, the Master Agreement and this Purchase Order shall be deemed supplemental to each other.

23. **SOVEREIGN IMMUNITY.** Nothing contained in this Purchase Order 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. The provisions of §768.28, Florida Statutes, and any other limitations or restrictions in the City's liability shall be deemed incorporated herein by this reference.

24. **INSURANCE.** If this Purchase Order requires the Seller to perform services on the City's premises or at any place where the City conducts operations, or requires the Seller to perform professional consulting services, the Seller shall request insurance coverage requirements from the City's Purchasing Manager. In circumstances where insurance is required by the City, Seller shall provide proof of insurance or insurance certificates with the City listed as an additional named insured prior to performing under this Purchase Order. Noncompliance with this Paragraph shall place the Seller in default and subject this Purchase Order to immediate cancellation.

AGREEMENT FOR
Engineering Services for Design, Permitting, and Services During Construction for the Dyal Chemical Conversion and Reliability Improvements

THIS AGREEMENT is made and entered into this 26th day of January, 2016, by and between **the CITY OF COCOA, FLORIDA,** a Florida Municipal Corporation, hereinafter referred to as "City", located at 65 Stone Street, Cocoa 32922, and CH2M HILL ENGINEERS, INC., a Delaware Corporation, 225 East Robinson Street, Suite 505, Orlando, FL 32801, hereinafter referred to as "Engineer".

WITNESSETH:

WHEREAS, City wishes to obtain design, permitting, and services during construction of the Chemical Conversion and Reliability Improvements Project and other improvements at the Dyal Water Treatment Plant; 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 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 period shall be for three (3) years or the final completion and acceptance of the project whichever comes last and will begin as of the date on the Notice of Award.

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

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

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Engineer to provide the engineering services approved by Task Order by the City.

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 CH2M HILL ENGINEERS, INC., and its principals, employees, resident project representatives (and assistants).

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

e. "Reimbursable Expenses" shall mean the actual expenses incurred by 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 expenses the City agrees to reimburse by Task Order.

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

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 3.0 herein, which sets forth the Work to be performed by Engineer under this Agreement.

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

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of Engineer to perform engineering services on a "task" basis. The City will communicate with Engineer, verbally or in writing, a general description of the task to be performed. The Engineer will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed-Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on hourly rate schedule attached hereto as "Exhibit A", and send the thus developed "Task Proposal" to the City. If a site visit by Engineer is needed to generate the scope document, Engineer shall request approval prior to visiting the site.

The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the Engineer through a Task Order may include any phases of engineering services. The City will issue a Notice to Proceed to the Engineer in the form of a City purchase order. Upon receipt of the signed Task Order and a 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 to perform any services related to this Agreement. The Scope of Services to be provided by the Engineer shall include, but is not limited to, the following:

a. Multi-discipline engineering evaluation and design for;

1. Conversion of chlorine gas and anhydrous ammonia to liquid chemical systems, and new chemical storage and feed facilities
2. Redundant finished water pump station facility and transmission main/yard piping improvements
3. A new emergency generator facility and electrical distribution system improvements
4. Site, roadway, parking, and storm water improvements
5. Security and site access improvements
6. New treatment processes, buildings and facilities
7. Modifications to existing treatment processes, structures and buildings
8. Other miscellaneous plant improvements

b. Surveying, geotechnical investigations, subsurface utility engineering, and specialty testing and assessments

c. Regulatory permitting assistance

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

e. Environmental impact assessments/studies and other evaluations as necessary

f. Cost estimating services and constructability reviews

g. SCADA system design, PLC and HMI programming, and integration services

h. Bid phase services, services during construction and construction management and inspection

i. Start-up services and operations support

j. Miscellaneous services including but not limited to public relations assistance and equipment evaluations.

3.0 CHANGES IN THE SCOPE OF WORK

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

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

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

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.

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.

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 multiplied by a factor of 1.10. 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 Reimbursable Expenses. In addition to payments provided in paragraphs 5.1, 5.2 and 5.3 above, City agrees to pay Engineer the actual cost of all Reimbursable Expenses incurred in connection with any Task Order.

5.5 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Prompt Payment Act s.218.70 et. seq., Florida Statute (2002).

6.0 RIGHT TO INSPECTION

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

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

7.0 PROGRESS MEETING

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

8.0 SAFETY

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

9.0 REASONABLE ACCESS

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

10.0 INSURANCE

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

a) Professional Liability: Proof of professional liability insurance shall be provided to the City for the minimum amount of $1,000,000 as the combined single limit for each occurrence.

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

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

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

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

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. Unless agreed to by the City to the contrary, the City shall be named on the

insurance policies included in article 10.1.b and 10.1.c as "additional insured." The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Consultant shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

10.3 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.

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

13.0 GUARANTEE AGAINST INFRINGEMENT

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

14.0 DOCUMENTS

14.1 Public Records. It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the Engineer and its independent contractors and associates related, directly or indirectly, to this Agreement, shall be deemed to be a Public Record whether in the possession or control of the City or the Engineer. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the Engineer is subject to the provisions of Chapter 119, *Florida Statutes,* and may not be destroyed without the specific written approval of the City's City manager. Upon request by the City, the Engineer shall promptly supply copies of said public records to the City. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the Engineer be open and freely exhibited to the City for the purpose of examination and/or audit.

14.2 Reuse of Documents. All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Engineer and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein 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.

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

14.4 The Engineer acknowledges that the City is a Florida Municipal Corporation and subject to the Florida Public Records Law. Engineer agrees that to the extent any document produced by Engineer under this Agreement constitutes a Public Record, Engineer shall comply with the Florida Public Records Law.

15.0 ASSIGNMENT

15.1 Engineer shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

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

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

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

16.0 INDEPENDENT CONTRACTOR

16.1 At all times during the term of this Agreement, Engineer shall be considered an independent contractor and not an employee of the City.

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

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

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

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

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

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

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

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

18.0 TERMINATION

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

19.0 FORCE MAJEURE

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

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

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

22.0 SEVERABILITY

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

23.0 WAIVER AND ELECTION OF REMEDIES

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

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

24.0 THIRD PARTY RIGHTS

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

25.0 PROHIBITION AGAINST CONTINGENT FEES

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

26.0 ENTIRE AGREEMENT

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

27.0 NO JOINT VENTURE

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

28.0 ATTORNEY'S FEES

28.1 Should either party bring an action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party the costs and expenses of such action including, but not limited to, reasonable attorneys' fees, whether at settlement, trial or on appeal.

29.0 COUNTERPARTS

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

30.0 DRAFTING

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

31.0 NOTICE

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

For Engineer

CH2M HILL ENGINEERS, INC.
225 East Robinson Street, Suite 505
Orlando, FL 32801
Attention: Mr. Ed Davis

For City:

City of Cocoa/Utilities Department
Attention: Utilities Director
351 Shearer Blvd.
Cocoa, Florida 32922

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

32.0 SOVEREIGN IMMUNITY

32.1 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.

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

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

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

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

34.0 INDEMNIFICATION

34.1 For all Services performed pursuant to this Agreement, the Engineer agrees to the fullest extent permitted by law, to indemnify and hold harmless the City and its employees and officers from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees through any and all administrative, trial and appellate proceedings) to the proportionate extent, directly or indirectly arising from:

a) any default under this Agreement by Engineer;

b) any negligent act, omission or operation of work related to all Services performed under this Agreement by Engineer, and its employees, principals, agents, independent contractors, and consultants.

34.2 The indemnification provided above shall obligate the Engineer to defend at its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees and officers which may result from any negligent act, omission or operation of work related to the Services under this Agreement whether the Services be performed by the Engineer, or anyone directly or indirectly employed by them. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included with this indemnification provided herein, as long as said fees are no greater than at a rate of $200 per hour.

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 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 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 it Subconsultants, if any, certifies that:

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

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

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

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

CITY:

CITY OF COCOA, FLORIDA:

By: _____
Henry Parrish III, Mayor 1/26/16

ATTEST:

By: _____
Carie Sheafe, City Clerk 1/26/16

ENGINEER:

CH2M HILL ENGINEERS, INC.

By _____
Print Name/Title: **François Menard, Vice President**
1-11-16

ATTEST:

By: _____ 1/11/16

EXHIBIT "A"
2016 CH2M HILL RATE SCHEDULE

CLASSIFICATION	DESCRIPTION	RATE
Engineer 9	Principal	199.17
Engineer 8	Senior Reviewer/Consultant	199.17
Engineer 7	Senior Project Manager	199.17
Engineer 6	Senior Professional Engineer/Scientist/Consultant	188.40
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	166.44
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	138.96
Engineer 3	Junior Professional Engineer/Scientist/Consultant	120.84
Engineer 2	Project Engineer/Scientist/Consultant	101.84
Engineer 1	Junior Project Engineer/Scientist/Consultant	95.27
Engineer 0	Engineering Intern	85.28
Technician 5	Senior Construction Manager/Senior Designer	155.59
Technician 4	Construction Manager/Senior Technician	125.06
Technician 3	Senior Construction Inspector	111.34
Technician 2	Construction Inspector/Technician	86.17
Technician 1	Junior Construction Inspector/Junior Technician	76.53
Technical Aide	Technical Aide	66.56
Office	Office/Project Administration	69.99

Notes:

1. Billing rates listed above are designated for one year after execution of the Agreement.
2. These rates do not include other direct expense costs. Reimbursable other direct expenses shall be billed in accordance with the terms of the agreement.
3. Bill rate schedule is for time basis work and City wil be billed based on actual hours by category designated for an individual employee.
4. CH2M HILL Engineers reserves the right to request annual rate modifications for future work.

Legislation Details (With Text)

File #:	20-181	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	3/13/2020			**In control:**	City Council
On agenda:	3/25/2020			**Final action:**	
Title:	Consideration of Ms. Debbie Joyce as the representative of the School Board of Brevard County on the Planning & Zoning Board. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	200311-Joyce-Cocoa LPA Appointment City Letter.pdf Appointment of School Board Representative to Cocoa's Local Planning Agency.pdf Brevard County Interlocal Agreement.pdf Joyce Board Application.pdf P & Z Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 13, 2020
Agenda Date: March 25, 2020
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consideration of Ms. Debbie Joyce as the representative of the School Board of Brevard County on the Planning & Zoning Board.

BACKGROUND:

On February 25, 2003, the City of Cocoa entered into an Interlocal Agreement for public school facility planning with the Brevard County Board of County Commissioners, the School Board of Brevard County, and the Brevard County municipalities.

Paragraph 6.1 of the interlocal agreement includes a non-voting representative appointed by the School Board on local planning agencies. This non-voting member will attend meetings at which the agencies consider comprehensive plan amendments and re-zonings that would, if approved, increase the residential density on the property that is the subject of the application.

At their most recent School Board meeting, Ms. Debbie Joyce was appointed by them to serve as the school board representative. We received official notification of this appointment on Wednesday, March 11, 2020.

The last appointment by the School Board was Jim Crisafulli, who did not renew his term in 2008.

A current Planning & Zoning Roster is attached for your review.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

City Council appoints and reappointments to Board and Committees as vacancies arise and expirations occur.

RECOMMENDED MOTION:

Consideration of Ms. Debbie Joyce as the representative of the School Board of Brevard County on the Planning & Zoning Board.

powered by Legistar™

School Board of Brevard County
2700 Judge Fran Jamieson Way • Viera, FL 32940-6699
Mark W. Mullins, Ph.D., Superintendent

March 11, 2020

Dodie Selig, AICP
Planning and Zoning Manager
City of Cocoa, Community Services
65 Stone Street
Cocoa, FL 32922

RE: Appointment of School Board Representative to Cocoa's LPA

Dear Ms. Selig,

I am pleased to announce that Ms. Debbie Joyce has been appointed by the School Board of Brevard County to represent the School Board on the City of Cocoa Planning and Zoning Board. A copy of the Board Agenda Item #23, dated February 25, 2020 is enclosed. Note that the term of the appointment is for a three-year term commencing on February 26, 2020 and ending on February 25, 2023.

Please don't hesitate to contact me if you have any questions regarding this appointment.

Sincerely,

Karen M. Black, AICP Candidate
Manager-Facilities Planning & Intergovernmental Coordination

Brevard Public Schools
Facilities Services, Planning & Project Management
Office Phone: 321-633-1000, Ext. 11418
E-mail Black.Karen@BrevardSchools.org

Enclosure

cc: David Lindemann, AICP, Director of Planning & Project Management
Carie Shealy, City Clerk, City of Cocoa
Ms. Debbie Joyce, School Board Representative to City of Cocoa's Local Planning Agency



February 25, 2020 Regular School Board Meeting

Title
Appoint School Board Representative to the Cocoa Local Planning Agency

Board Approved
Date 2/25/20
Consent

Meeting Date(s)
Consent w/o Information - 02/25/2020

Consent Type

Discussion

The Brevard County Interlocal Agreement for Public School Facility Planning and School Concurrency, in accordance with Florida Statutes 163.3174, states that "Each Municipality and County shall include a representative of the school district appointed by the school board as a nonvoting member of the local planning agency... However, this subsection does not prevent the governing body of the local government from granting voting status to the school board member." The individual noted in the recommendation below has expressed a desire to serve the interests of Brevard's students as the School Board's representative to the City of Cocoa Local Planning Agency (LPA). At the Capital Outlay Committee meeting on October 15, 2015, the Committee recommended that the School Board representative be appointed to the same term length as the other local planning agency members. The City of Cocoa LPA members all serve 3-year terms and the current appointment proposes to be consistent with that term length.

Recommendation

Appoint Ms. Debbie Joyce as the School Board Representative to the City of Cocoa Local Planning Agency for a three-year term commencing on February 26, 2020 and ending on February 25, 2023. Sponsoring School Board Member: Ms. Cheryl McDougall, District 2.

Authority for Action
F.S. 163.3174

Involves Expenditure of Funds Directly in the Classroom
No

Source of Funding

Financial Impact

FY	Amount	Budgeted	Fund	Cost Center	Project	Function	Object	Program

Legal Counsel Review
No

Contact
David Lindemann, Director Planning & Project Management 321-633-1000 ext. 11463 or Karen Black, Manager Facilities Planning & Intergovernmental Coordination 633-1000 ext. 11418

Attachments

No attachments available

From:	Black.Karen@Plng, Design and Constr
To:	Carie Shealy; Dorothy Selig
Cc:	Lindemann.David@Plng, Design and Constr; Debbie Joyce
Subject:	Appointment of School Board Representative to Cocoa"s Local Planning Agency
Date:	Wednesday, March 11, 2020 2:55:22 PM
Attachments:	200311-Joyce-Cocoa LPA Appointment City Letter.pdf

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Good Afternoon,

We are pleased to confirm that Ms. Debbie Joyce has been appointed by the School Board of Brevard County to represent the School Board on the City of Cocoa Planning and Zoning Board. I am sending this letter as official notification of the School Board's approval. Ms. Joyce's first meeting will be April 1, 2020. I will attend to introduce her to the Board.

Please contact me if you have any questions.

Sincerely,

Karen M. Black, AICP Candidate
Manager-Facilities Planning & Intergovernmental Coordination

Brevard Public Schools
Facilities Services, Planning & Project Management
2700 Judge Fran Jamieson Way
Viera, FL 32940
Office Phone: 321-633-1000, Ext. 11418
E-mail Black.Karen@BrevardSchools.org

Due to Florida's broad public records law, most written communications to or from government employees regarding public education are public records. Therefore, this e-mail communication may be subject to public disclosure.

School Board of Brevard County
2700 Judge Fran Jamieson Way • Viera, FL 32940-6699
Richard A. DiPatri, Ed.D., Superintendent

January 5, 2004

Nelson Lau
Planning Manager
City of Cocoa
603 Brevard Avenue
Cocoa, FL 32922

RE: School Board Representative to Local Planning Agency

Dear Mr. Lau,

In accordance with Paragraph 6.1 of Brevard County's Interlocal Agreement for Public School Facility Planning, the School Board of Brevard County appointed Mr. Jim Crisafulli as their representative to your Local Planning Agency (LPA) on 10/28/03. Copies of the Interlocal Agreement and Board Agenda Item E-23 are attached for your reference.

Mr. Crisafulli's term is for one (1) year, renewable for unlimited one (1) year extensions based on the mutual agreement of Mr. Crisafulli and School Board Member Bea Fowler. Please note that Mr. Crisafulli will be guided by School Board Policy 7110, which was revised at the 7/15/03 School Board Meeting to include language to address Rezonings and Future Land Use Amendments. A copy of Policy 7110 is attached for your reference.

Following is contact information for Mr. Crisafulli:

Jim Crisafulli
960 Harbor Pines Drive
Merritt Island, FL 32952
Home Telephone: 633-2050
E-mail: james.crisafulli@brevardcounty.us

Mr. Crisafulli is prepared to begin his duties as our representative -- please arrange an orientation meeting with Mr. Crisafulli prior to your next LPA meeting. If you have not yet amended your LPA code to include Mr. Crisafulli as a member, please do so at your earliest convenience. Until such time, please allow Mr. Crisafulli to sit with staff as a resource available to the LPA on school-related issues.

As a final issue, although Mr. Crisafulli will be provided with a Board Package as a Board Member, I would appreciate it greatly if you would continue to send a me a copy of all applications for residential site plan approvals, rezonings and land use amendments. This information will help me coordinate with Mr. Crisafulli and update our database for student enrollment projections.

Dane G. Theodore, AIA, Design Professional
Code Enforcement Office, Facilities Management Services
Phone: (321) 633-1000, ext. 657 • FAX: (321) 633-4646

An Equal Opportunity Employer

Please let me know if you have any questions or require additional information regarding this matter.

Sincerely,

Dane G. Theodore, AIA
Design Professional

Cc: Mr. Jim Crisafulli

Attachments: Interlocal Agreement for Public School Facility Planning (8 pages)
Board Agenda Item E-23 (2 pages)
School Board Policy 7110 (3 pages)

INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING

Brevard County, Florida

THIS AGREEMENT is entered into between the Brevard County Board of County Commissioners (hereinafter referred to as "County"), the Commission or Council of the Cities or Towns of Cape Canaveral, Cocoa, Cocoa Beach, Indialantic, Indian Harbor Beach, Malabar, Melbourne, Melbourne Beach, Melbourne Village, Palm Bay, Palm Shores, Rockledge, Satellite Beach, Titusville and West Melbourne, (hereinafter referred to as "Cities"), and the School Board of Brevard County (hereinafter referred to as "School Board").

WHEREAS, the County, Cities and the School Board recognize their mutual obligation and responsibility for the education, nurturing and general well-being of the children within their community; and

WHEREAS, the County, Cities, and School Board recognize the benefits that will flow to the citizens and students of their communities by more closely coordinating their comprehensive land use and school facilities planning programs: namely (1) better coordination of new schools in time and place with land development, (2) greater efficiency for the school board and local governments by placing schools to take advantage of existing and planned roads, water, sewer, and parks, (3) improved student access and safety by coordinating the construction of new and expanded schools with the road and sidewalk construction programs of the local governments, (4) better defined urban form by locating and designing schools to serve as community focal points, (5) greater efficiency and convenience by co-locating schools with parks, ball fields, libraries, and other community facilities to take advantage of joint use opportunities, and (6) reduction of pressures contributing to urban sprawl and support of existing neighborhoods by appropriately locating new schools and expanding and renovating existing schools; and

WHEREAS, Section 1013.33, Florida Statutes, requires that the location of public educational facilities must be consistent with the comprehensive plan and implementing land development regulations of the appropriate local governing body; and

WHEREAS, Sections 163.3177(6)(h)1 and 2, Florida Statutes, require each local government to adopt an intergovernmental coordination element as part of their comprehensive plan that states principles and guidelines to be used in the accomplishment of coordination of the adopted comprehensive plan with the plans of the school boards, and describes the processes for collaborative planning and decision making on population projections and public school siting; and

WHEREAS, Sections 163.3177(7) and 1013.33 Florida Statutes, further require each county and the non-exempt municipalities within that county to enter into an interlocal agreement with the district school board to establish jointly the specific ways in which the plans and processes of the district school board and the local governments are to be coordinated; and

WHEREAS, the School Board, the County, and the Cities enter into this agreement in fulfillment of that statutory requirement and in recognition of the benefits accruing to their citizens and students described above;

NOW THEREFORE, be it mutually agreed between the School Board, the Board of County Commissioners of Brevard County and the City and Town Commissions and Councils of Brevard County that the following procedures will be followed in coordinating land use and public school facilities planning:

SECTION 1. JOINT MEETINGS

1.1 Staff Working Group. A staff working group of the County, School Board, and Cities will meet on a semi-annual basis to discuss issues and formulate recommendations regarding coordination of land use and school facilities planning, including such issues as population and student projections, development trends, school needs, co-location and joint use opportunities, and ancillary infrastructure improvements needed to support the school and ensure safe student access. Representatives from the Regional Planning Council will also be invited to attend. A designee of the School Board shall be responsible for coordinating and convening the semi-annual meeting.

1.2 Annual Meetings Of Elected Officials. One or more representatives of the County, each City and the School Board will meet at least annually in joint workshop sessions. A representative of the Regional Planning Council will also be invited to attend. The joint workshop sessions will be opportunities for the County Commission, the City Commissions or Councils, and the School Board to hear reports, discuss policy, set direction, and reach understandings concerning issues of mutual concern regarding coordination of land use and school facilities planning, including population and student growth, development trends, school needs, off-site improvements, and joint use opportunities.

SECTION 2. STUDENT ENROLLMENT AND POPULATION PROJECTIONS

2.1 Population And Student Enrollment Projections Distributed Annually. In fulfillment of their respective planning duties, the County, Cities, and School Board agree to coordinate and base their plans upon consistent projections of the amount, type, and distribution of population growth and student enrollment. Countywide five-year population and student enrollment projections shall be revised annually and provided at the first staff working group meeting described at subsection 1.1.

2.2 The School Board shall utilize student population projections based on information produced by the demographic, revenue, and education estimating conferences pursuant to Section 216.136, Florida Statutes, where available, as modified by the School Board based on development data and agreement with the local governments and the Office of Educational Facilities and SMART Schools Clearinghouse. The School Board may request adjustment to the estimating conferences' projections to reflect actual enrollment and development trends. In formulating such a request the school board will coordinate with the Cities and County regarding development trends and future population projections.

2.3 Sub-County Planning Sectors. The School Board, working with the County and Cities, will consider the information described in Section 3.3 (City and County generated data on growth and development) to allocate projected student enrollment into sub-county planning sectors. The Planning Sectors shall coincide with the four (4) Area Superintendent zones (Area I, II, III, IV) currently established and administered by the Brevard County School Board. The allocation of projected student enrollment will be discussed at the first staff meeting described in subsection 1.1.

SECTION 3. COORDINATING AND SHARING OF INFORMATION

3.1 Tentative District Educational Facilities Work Plan. In September of each year, the School Board shall submit to the County and each City the tentative district educational facilities plan prior to adoption by the Board. The plan will be consistent with the requirements of Section 1013.33, Florida Statutes, and include projected student populations apportioned geographically, an inventory of existing school facilities, projections of facility space needs, information on relocatables, general locations of new schools for the 5, 10, 20-year time periods, and options to

reduce the need for additional permanent student stations. The plan will also include a financially feasible district facilities work program for a 5-year period. The Cities and County shall review the plan and provide comments to the School Board within 30 days on the consistency of the plan with the local comprehensive plan; whether a comprehensive plan amendment will be necessary for any proposed educational facility; and whether the local government supports a necessary comprehensive plan amendment. If the local government does not support a comprehensive plan amendment, the matter shall be resolved pursuant to Section 8 of this agreement.

3.2 Educational Plant Survey: At least one year prior to preparation of the Educational Plant Survey update, the staff working group established in subsection 1.1 will assist the School Board in an advisory capacity in the preparation of the update. The Educational Plant Survey shall be consistent with the requirements of Section 1013.33, Florida Statutes, and include at least an inventory of existing educational facilities, recommendations for new and existing facilities, and the general location of each in coordination with the land use plan. The staff working group will evaluate and make recommendations regarding the location and need for new, significant renovation or expansion, and closures of educational facilities, and the consistency of such plans with the local government comprehensive plan and relevant issues listed at subsections 4.3, 6.6, 6.7, and 7.1 of this agreement.

3.3 Growth and Development Trends: In January of each year, local governments will each provide the school board with a report on growth and development trends within their jurisdiction. These reports will be provided in a standardized, tabular, graphic, and textual formats and will include the following:

(a) The type, number, and location of residential units which have received zoning approval or site plan approval;

(b) Information regarding future land use map amendments which may have an impact on school facilities;

(c) Building permits and / or certificates of occupancy issued for the preceding year and their location;

(d) Information regarding the conversion or redevelopment of housing or other structures into residential units which are likely to generate new students; and

(e) The identification of any development orders issued which contain a requirement for the provision of a school site as a condition of development approval.

SECTION 4. SCHOOL SITE SELECTION, RENOVATIONS, SCHOOL CLOSURES

4.1 Capital Outlay Committee (COC) The School Board will establish a Capital Outlay Committee (COC) for the purpose of reviewing potential sites for new schools and proposals for significant renovation and potential closure of existing schools. Based on information gathered during the review, the COC will submit recommendations to the Superintendent or designee. The COC will be a standing committee and will meet on an as-needed basis. In addition to appropriate representatives of the School Board, the Committee will include at least one staff member of the County and a representative from each of the affected Cities.

4.2 New School Sites When the need for a new school is identified in the annual facilities work plan, the (COC) will develop a list of potential sites in the area of need. The list of potential sites for new schools and the list of schools identified in the annual facilities work plan for significant renovation and potential closure will be submitted to the local government with

jurisdiction for an informal assessment regarding consistency with the local government comprehensive plan, including, as applicable: environmental suitability, transportation and pedestrian access, availability of infrastructure and services, safety concerns, land use compatibility, consistency with community vision, and other relevant issues. In addition, the issues identified in subsection 4.3 of this agreement will be considered by both the local government and COC as each site or school is evaluated. Based on the information gathered during this review, for new schools the COC will make a recommendation to the Superintendent or designee of one or more sites in order of preference. For significant renovations and potential closures, the COC will make appropriate recommendations.

4.3 School Site Evaluation The following issues will be considered by the COC, the School Board, and the Local Governments when evaluating new school sites and significant renovations and potential closure of existing schools:

(a) The location of schools proximate to urban residential development and contiguous to existing school sites, and which provide logical focal points for community activities and serve as the cornerstone for innovative urban design, including opportunities for shared use and collocation with other community facilities;

(b) The location of elementary schools proximate to and within walking distance of the residential neighborhoods served;

(c) The location of high schools on the periphery of residential neighborhoods, with access to major roads;

(d) Compatibility of the school site with present and projected uses of adjacent property;

(e) Whether existing schools can be expanded or renovated to support community redevelopment and revitalization, efficient use of existing infrastructure, and the discouragement of urban sprawl;

(f) Site acquisition and development costs;

(g) Safe access to and from the school site by pedestrians and vehicles;

(h) Existing or planned availability of adequate public facilities and services to support the school;

(i) Environmental constraints that would either preclude or render cost infeasible the development or significant renovation of a public school on the site;

(j) Adverse impacts on archaeological or historic sites listed in the National Register of Historic Places or designated by the affected local government as a locally significant historic or archaeological resource;

(k) Whether the site is well drained and the soils are suitable for development or are adaptable for development and outdoor educational purposes with drainage improvements;

(l) The proposed location is not in conflict with the local government comprehensive plan, stormwater management plans, or watershed management plans;

(m) The proposed location is not within a velocity flood zone or floodway, as delineated in the applicable comprehensive plan;

(n) The proposed site can accommodate the required parking, circulation and queuing of vehicles; and

(o) The proposed location lies outside the area regulated by Section 333.03, F.S., regarding the construction of public educational facilities in the vicinity of an airport.

4.4 Consistency of New School Sites with Local Govt. Comp. Plans. At least 60 days prior to acquiring or leasing property that may be used for a new public educational facility, the School Board shall provide written notice to the local government with jurisdiction over the use of the land as well as any other local governments whose citizens are to be served by the subject new public educational facility. Notification procedures shall include a conceptual site plan of the proposed educational facility including a generalized location and square footage of new buildings, play fields, and pedestrian and vehicular circulation patterns. Such notice shall also accommodate the coordinated-review agreements with local governments or third parties in place at the time. The local government, upon receipt of this notice, shall notify the School Board within 45 days if the proposed new school site is consistent with the land use categories and policies of the local government's comprehensive plan.

SECTION 5. SUPPORTING INFRASTRUCTURE

5.1 Joint Consideration Of On / Off-Site Improvements. In conjunction with the consistency determination described at subsection 4.4 of this agreement, the school board and affected local governments will jointly determine the need for and timing of on-site and off-site improvements necessary to support each new school or the proposed significant renovation of an existing school, and will identify the timing, location, and the party or parties responsible for financing constructing, operating and maintaining the required improvements.

SECTION 6. LOCAL PLANNING AGENCIES (LPA), COMPREHENSIVE PLAN AMENDMENTS, REZONINGS, AND DEVELOPMENT APPROVALS

6.1 Appointed LPA Members. The County and Cities will include a nonvoting representative appointed by the School Board on the local planning agencies, or equivalent agencies, to attend those meetings at which the agencies consider comprehensive plan amendments and rezonings that would, if approved, increase residential density on the property that is the subject of the application. The Cities and County may at their discretion grant voting status to the appointed school board member.

6.2 County and City Development Applications Shared with the School Board. The County and the Cities agree to give the School Board notification of land use applications and development proposals pending before them that may affect student enrollment, enrollment projections, or school facilities. Such notice will be provided upon receipt of the application. This notice requirement applies to amendments to the comprehensive plan future land use map, rezonings, developments of regional impact, and other major residential or mixed-use development projects.

6.3 Site Plan Review As early in the design phase of the site planning of new public educational facilities as feasible, but at least 90 days before commencing construction, the School Board will request a formal consistency determination from the local government with jurisdiction over the use of land. The local government will determine, in writing, within 45 days after receiving such request along with the necessary information from the School Board, whether a proposed public educational facility is consistent with the local land development regulations.

If a school site is found to be consistent with both the Future Land Use policies and Future Land Use categories that allows public schools, the local government may not deny the site plan application but may impose reasonable development standards and conditions in accordance with section 1013.51(1) F. S. The local government may consider the adequacy of the site plan as it relates to environmental concerns, health, safety and welfare, and effects on adjacent property – see 1013.33(13) F. S. The local government of jurisdiction will evaluate the site plan for consistency with the development standards and conditions that will be imposed by the local government including comprehensive plan policies related to land use, site location, compatibility, on-site and off-site infrastructure improvements pursuant to section 5 of this agreement, zoning regulations, environmental requirements, and roadway access standards.

6.4 School Board To Advise of Potential Enrollment Impacts of Development. Within 15 calendar days after notification by the local government, the School Board will advise the local government of the school enrollment impacts anticipated to result from the proposed land use application or development proposal, and whether sufficient capacity exists or is planned to accommodate the impacts. School capacity will be reported consistent with State Requirements for Educational Facilities.

6.5 Options For Increasing Capacity. If sufficient capacity is not available or planned to serve the development at the time of impact, the School Board will identify reasonable options, available, if any, to meet the anticipated student enrollment demand; alternatively, the School Board, local government, and developer may collaborate to find means to ensure sufficient capacity will exist to accommodate the development, such as, developer contributions, project phasing, developer-provided facility improvements to meet demand.

6.6 Criteria for Evaluating Development Applications. In reviewing and approving Comprehensive Plan amendments, rezonings, and development proposals, required to be noticed in subsection 6.2, for consistency with the provisions of the local government's Comprehensive Plan and land development regulations, the county and cities will also consider those items listed in 4.3 along with the following issues:

(a) School Board comments;

(b) The School Board's identified options (cited in Section 6.5 above) for addressing potential overcrowding if sufficient permanent capacity is not available to serve the development at the time of impact;

(c) The provision of school sites and facilities within neighborhoods;

(d) Compatibility of land uses adjacent to existing schools and reserved school sites;

(e) The co-location of parks, recreation and neighborhood facilities with school sites;

(f) The linkage of schools, parks, libraries and other public facilities with bikeways, trails, and sidewalks for safe access;

(g) Traffic circulation plans which serve schools and the surrounding neighborhood;

(h) The provision of off-site signalization, signage, access improvements, and sidewalks to serve schools; and

(i) The inclusion of school bus stops and turnarounds.

6.7 Formulating City / County Plans and Programs. In formulating community development plans and programs, the County and Cities will consider the following issues:

(a) Scheduling of capital improvements that are coordinated with and meet the capital needs identified in the School Board district educational facilities plan;

(b) Providing incentives to the private sector to identify and implement creative solutions to developing adequate school facilities in residential developments;

(c) Targeting community development improvements in older and distressed neighborhoods near schools; and

(d) Working to address and resolve multi-jurisdictional public school issues.

6.8 School Concurrency Notwithstanding the provisions of this agreement and the provisions stated above, the final approval of comprehensive plan amendments, rezonings and development approvals shall be the function of the respective local governments. The above provisions shall not be construed to require school concurrency at the time of approval by the respective local governments of comprehensive plan amendments, rezonings and development proposals.

SECTION 7. CO-LOCATION AND SHARED USE

7.1 Co-location and shared use of facilities are important to both the School Board and local governments. The School Board will look for opportunities to co-locate and share use of school facilities and civic facilities when preparing the District Educational Facilities Plan. Likewise, co-location and shared use opportunities will be considered by the local governments when preparing the annual update to the comprehensive plan's schedule of capital improvements and when planning and designing new, or renovating existing, community facilities. For example, opportunities for co-location and shared use with public schools will be considered for libraries, parks, recreation facilities, community centers, auditoriums, learning centers, museums, performing arts centers, and stadiums. In addition, co-location and shared use of school and governmental facilities for health care and social services will be considered.

7.2 A separate agreement will be developed for each instance of co-location and shared use which addresses legal liability, operating and maintenance costs, scheduling of use, and facility supervision or any other issues that may arise from co-location and shared use.

SECTION 8. RESOLUTION OF DISPUTES

8.1 If the parties to this agreement are unable to resolve any issue in which they may be in disagreement covered in this agreement, such dispute will be resolved in accordance with governmental conflict resolution procedures specified in Chapter 164, Florida Statutes.

SECTION 9. OVERSIGHT PROCESS

9.1 The School Board, the County and each City shall appoint a citizen member to serve on an oversight committee to monitor implementation of the interlocal agreement. Committee members shall be invited to attend all meetings referenced in Sections 1 and 4 and shall receive copies of all reports and documents produced pursuant to this interlocal agreement. The committee shall appoint a chairperson, meet at least annually, and report to participating local governments, the School Board and the general public on the effectiveness with which the interlocal agreement is being implemented.

SECTION 10. AMENDMENT PROCESS AND TERM OF AGREEMENT

10.1 Any party to this agreement may terminate their participation in the agreement by providing a 60-day written notice to al other parties and to the Florida Department of Community Affairs. Withdrawal from the agreement by any party shall not alter the terms of the agreement with respect to the remaining signatories.

SECTION 11. EXECUTION IN COUNTERPARTS

11.1 This agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall, together, constitute but one in the same instrument.

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of Brevard County, the Cities and Towns of Cape Canaveral, Cocoa, Cocoa Beach, Indialantic, Indian Harbor Beach, Malabar, Melbourne, Melbourne Beach, Melbourne Village, Palm Bay, Palm Shores, Rockledge, Satellite Beach, Titusville, West Melbourne and the School Board of Brevard County on this 18th day of February, 2003.

ATTEST:

Jackie Colon
Chairperson, Brevard County Board of County Commissioners

Attest Scott Ellis
Clerk, , Scott Ellis

Chairman, Brevard County School Board

Mayor, City of Cape Canaveral

Mayor, City of Cocoa

Mayor, City of Cocoa Beach

Mayor, Town of Indialantic

Mayor, City of Indian Harbor Beach

Mayor, Town of Malabar

Mayor, City of Melbourne

Mayor, Town of Melbourne Beach

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ATTEST:

_____ Attest_____

Chairperson, Brevard County Board of County Commissioners Clerk to the Board

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Chairman, Brevard County School Board

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Mayor, City of Cape Canaveral

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Mayor, City of Cocoa

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Mayor, City of Cocoa Beach

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Mayor, Town of Indialantic

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Mayor, City of Indian Harbor Beach

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Mayor, Town of Malabar

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Mayor, City of Melbourne

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Mayor, Town of Melbourne Beach

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ATTEST:

_____ Attest_____

Chairperson, Brevard County Board of County Commissioners Clerk to the Board

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Chairman, Brevard County School Board

Rocky Randels Attest _____
City Clerk

Mayor, City of Cape Canaveral

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Mayor, City of Cocoa

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Mayor, City of Cocoa Beach

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Mayor, Town of Indialantic

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Mayor, City of Indian Harbor Beach

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Mayor, Town of Malabar

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Mayor, City of Melbourne

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Mayor, Town of Melbourne Beach

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ATTEST:

_____ Attest_____

Chairperson, Brevard County Board of County Commissioners — Clerk to the Board

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Chairman, Brevard County School Board

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Mayor, City of Cape Canaveral

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Mayor, City of Cocoa

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Mayor, City of Cocoa Beach

Leon "Skip" Beeler

Mayor, Town of Indialantic

Loredana Kalaghchy
City Clerk

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Mayor, City of Indian Harbor Beach

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Mayor, Town of Malabar

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Mayor, City of Melbourne

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Mayor, Town of Melbourne Beach

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INDIALANTIC

SECTION 10. AMENDMENT PROCESS AND TERM OF AGREEMENT

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ATTEST:

Jackie Colon
Chairperson, Brevard County Board of County Commissioners

Attest
Clerk, , Scott Ellis

Chairman, Brevard County School Board

Mayor, City of Cape Canaveral

Mayor, City of Cocoa

Mayor, City of Cocoa Beach

Mayor, Town of Indialantic Daniel S. Trott

Laura Eaton, Town Clerk

Mayor, City of Indian Harbor Beach

Mayor, Town of Malabar

Mayor, City of Melbourne

Mayor, Town of Melbourne Beach

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ATTEST:

_____ Attest_____

Chairperson, Brevard County Board of County Commissioners Clerk to the Board

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Chairman, Brevard County School Board

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Mayor, City of Cape Canaveral

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Mayor, City of Cocoa

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Mayor, City of Cocoa Beach

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Mayor, Town of Indialantic

Mary Anne O'Neill _____ Attest: Susanne R Krueger, CMC

Mayor Mary Anne O'Neill, City of Indian Harbour Beach City Clerk Susanne R. Krueger, CMC

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Mayor, Town of Malabar

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Mayor, City of Melbourne

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ATTEST:

_____ Attest_____

Chairperson, Brevard County Board of County Commissioners — Clerk to the Board

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Chairman, Brevard County School Board

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Mayor, City of Cape Canaveral

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Mayor, City of Cocoa

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Mayor, City of Cocoa Beach

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Mayor, Town of Indialantic

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Mayor, City of Indian Harbor Beach

Phillip R. Crews

Phillip R. Crews, Mayor, Town of Malabar

ATTEST:

Susan Kabana

Susan Kabana, CMC
Town Clerk/Treasurer
(seal)

MELB.

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ATTEST:

_____ Attest_____

Chairperson, Brevard County Board of County Commissioners — Clerk to the Board

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Chairman, Brevard County School Board

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Mayor, City of Cape Canaveral

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Mayor, City of Cocoa

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Mayor, City of Cocoa Beach

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Mayor, Town of Indialantic

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Mayor, City of Indian Harbor Beach

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Mayor, Town of Malabar

John A Buckley 2/27/2003 Attest Catherine L Baker

Mayor, City of Melbourne — Assistant City Clerk

_____

Mayor, Town of Melbourne Beach

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ATTEST:

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Chairperson, Brevard County Board of County Commissioners — Clerk to the Board

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Chairman, Brevard County School Board

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Mayor, City of Cape Canaveral

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Mayor, City of Cocoa

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Mayor, City of Cocoa Beach

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Mayor, Town of Indialantic

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Mayor, City of Melbourne

_____

Mayor, Town of Melbourne Beach

Mark J. Crispen

TOWN OF MELBOURNE BEACH, FLORIDA • SEAL • FOUNDED 1883

Attest: Cynthia E. Mason
Town Clerk

SECTION 10. AMENDMENT PROCESS AND TERM OF AGREEMENT

10.1 Any party to this agreement may terminate their participation in the agreement by providing a 60-day written notice to all other parties and to the Florida Department of Community Affairs. Withdrawal from the agreement by any party shall not alter the terms of the agreement with respect to the remaining signatories.

SECTION 11. EXECUTION IN COUNTERPARTS

11.1 This agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall, together, constitute but one in the same instrument.

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the Town of Melbourne Village on this 25th day of February 2003.

Mayor, Town of Melbourne Village

Attest

Town Clerk/Treasurer

Mayor, Town of Melbourne Beach

Mayor, Town of Melbourne Village

Edward Geer
Mayor, City of Palm Bay

Attest:
City Clerk

Mayor, Town of Palm Shores

Mayor, Town of Rockledge

Mayor, City of Satellite Beach

Mayor, City of Titusville

Mayor, City of West Melbourne

Mayor, Town of Melbourne Village

Mayor, City of Palm Bay

Carol M. McCormack

Mayor, Town of Palm Shores

Patty Waterman, CMC

TOWN CLERK (SEAL)

Mayor, City of Rockledge

Mayor, City of Satellite Beach

Mayor, City of Titusville

Mayor, City of West Melbourne

Mayor, Town of Melbourne Beach

_____

Mayor, Town of Melbourne Village

_____

Mayor, City of Palm Bay

_____

Mayor, Town of Palm Shores

_____

Mayor, City of Rockledge

Betsi Bailey, Phorst
City Clerk, Rockledge

_____

Mayor, City of Satellite Beach

_____

Mayor, City of Titusville

_____

Mayor, City of West Melbourne

Mayor, Town of Melbourne Village

Mayor, City of Palm Bay

Mayor, Town of Palm Shores

Mayor, City of Rockledge

Bob Bolin

Mayor, City of Satellite Beach

ATTEST Barbara Bogens
City Clerk

Mayor, City of Titusville

Mayor, City of West Melbourne

SECTION 10. AMENDMENT PROCESS AND TERM OF AGREEMENT

10.1 Any party to this agreement may terminate their participation in the agreement by providing a 60-day written notice to all other parties and to the Florida Department of Community Affairs. Withdrawal from the agreement by any party shall not alter the terms of the agreement with respect to the remaining signatories.

SECTION 11. EXECUTION IN COUNTERPARTS

11.1 This agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall, together, constitute but one in the same instrument.

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of Brevard County, the Cities and Towns of Cape Canaveral, Cocoa, Cocoa Beach, Indialantic, Indian Harbor Beach, Malabar, Melbourne, Melbourne Beach, Melbourne Village, Palm Bay, Palm Shores, Rockledge, Satellite Beach, Titusville, West Melbourne and the School Board of Brevard County on this _____ day of _____, 2003.

ATTEST:

_____ Attest_____

Chairperson, Brevard County Board of County Commissioners — Clerk to the Board

_____ Attest Beverly H. Ramey

Chairman, Brevard County School Board — Secretary to the Board

_____

Mayor, City of Cape Canaveral

_____

Mayor, City of Cocoa

_____

Mayor, City of Cocoa Beach

_____

Mayor, Town of Indialantic

_____

Mayor, City of Indian Harbor Beach

_____

Mayor, Town of Malabar

_____

Mayor, City of Melbourne

_____

Mayor, Town of Melbourne Beach

_____

Mayor, Town of Melbourne Village

Mayor, City of Palm Bay

Mayor, Town of Palm Shores

Mayor, City of Rockledge

Mayor, City of Satellite Beach

Ronald S Swank

Mayor, City of Titusville

ATTEST: Karen J Rounsavall City Clerk

Mayor, City of West Melbourne

Mayor, Town of Melbourne Village

Mayor, City of Palm Bay

Mayor, Town of Palm Shores

Mayor, City of Rockledge

Mayor, City of Satellite Beach

Mayor, City of Titusville

Mayor, City of West Melbourne

Attest Pam Waters
City Clerk

CITY OF COCOA
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check[1], be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

(Please Print)

Name: Debbie L. Joyce Application Date: 3-16-2020

Street Address, Including Zip Code: 3231 Nottingham Lane, Cocoa, Florida 32926

District that you live in ***(this information can be found on your Voter's Registration Card)***:
District 1 ____ District 2 ____ District 3 ____ District 4 __X__

Telephones: Home: 321-338-2047 Work: ____ Pager: ____ Cell: ____

Place of Business: Aldon Bookhardt Roofing, Inc

Title/Position Held: Operations Manager

Date of Birth[2] 8-25-1970

Email Address: Debbie32926@brighthouse.com

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE
(Please Check All Those That Interest You)

	Affordable Housing Advisory Committee	X	Planning & Zoning Board
	Board of Adjustment		Police Community Relations Advisory Committee
	Brownfields Advisory Board		Redevelopment Agency (Cocoa)
	Code Enforcement/Drug Related Public Nuisance Board		Redevelopment Agency (Diamond Square)
	Housing Authority		Redevelopment Agency (US 1)
	Pension Board - Fire		Sustainability Advisory Committee
	Pension Board - General Employees		Utilities Advisory Board
	Pension Board – Police		

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes	X	No	____
Do you own property or a business in Cocoa?	Yes	X	No	____
Are you registered to vote in Brevard County, Florida?	Yes	X	No	____

[1] An Addendum to the Application is attached and the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

Have you ever been convicted or found guilty, regardless of adjudication, of a **felony** in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question. Yes ____ No X

If yes, have your civil rights been restored? Not Applicable Yes ____ No ____
Do you consent to a standard criminal background check? Yes X No ____
(PLEASE SEE ATTACHED ADDENDUM)

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board Yes ____ No X
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ____ No X
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. Yes ____ No X

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.

Extensive career background in construction, rehabilitation and development.
Brevard Public Schools Local Planning Agency Representative.
Brevard Public Schools Registered Volunteer. Rockledge High School Track and Field Booster Vice President.

STATE REPORTING REQUIREMENTS

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

RACE

X African-American
____ Asian-American
____ Hispanic-American
____ Native American
____ Caucasian

GENDER

____ Male
X Female

DISABILITY

____ Physically Disabled

APPLICANT CERTIFICATION

By filling this application with the City of Cocoa, I do hereby acknowledge the following:

1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection.

2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk.

3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to.

4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following:

   Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III)
   Florida Sunshine Law (Florida Statutes, Chapter 286)
   http://www.flsenate.gov/Statutes

Signature: Debbie Joyce Date: 3-16-2020

Social Security No: _____

Drivers License No: _____

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

Planning & Zoning Board	**Meets Second Wednesday Every Month @ 6pm**			**Expirations in November**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Lawrence Koss	2115 N. Indian River Dr. Cocoa, FL 32922 llkosmosjr@gmail.com	266-7520 cell	2/18 Appointed	2020
Al Washington ***Vice Chairman (as of 2/2014)***	3018 Sandgate Court, Cocoa FL 32922-4434 al26wash@yahoo.com	636-1099 (H) 432-7567 (C)	11/17 Reappointed 10/14 Reappointed 10/11 Reappointed 11/08 Reappointed 08/07 Appointed	2020
Trina Gilliam (Replaced Jack L. Moore) (Non-resident)	813 Temple St. Cocoa, FL 32922 Trinagilliam71@gmail.com	978-432-9221 321-221-7540 x 113 (work)	01/19 Appointed	2022
Marilyn Green (Replaced Jake Williams, Jr.)	104 Riverside Dr. #204 Cocoa, FL 32922	617-5554 (hm) 603-502-4632 (cell)	02/18 Appointed	2021
Michael Dobrin- ***Chairman (as of 2/2014)***	100 Riverside Drive #406, 32922-7864 MIKE-CONNIE@oleanderpointe.com	637-0884	11/17 Reappointed 10/14 Reappointed 10/11 Reappointed 11/08 Reappointed 4/06 Appointed to fill unexpired term	2020
Jeri Blanco	PO Box 236402 Cocoa, FL 32923	321-514-3531	01/2019 Appointed	2022
Russell Sengel	[redacted] rsengel@cfl.rr.com	[redacted]	11/19 Reappointed 11/16 Reappointed 10/13 Reappointed 03/13 appointed to fill term not renewed by S. Holmes and not accepted by Mr. Harvey	2022
Sharon (Sherry) Ervin	335 Meridian Run Drive Cocoa, FL 32926 Srcahill2001@yahoo.com	636-0734 (hm) 636-5885 (wk) 863-6916 (cell)	11/17 Reappointed 09/17 appointed to fulfill unexp term of Betty Lee	2020
Todd Anderson (non-resident)	816-A Faull Drive Rockledge, FL 32955 toddpanderson@yahoo.com	403-7595 (cell)	02/2020 Appointed 11/16 Reappointed 1/28/14 appointed (to fill vacancy left by Stephenson)	2022
Vacancy – did not renew - Jim Crisafulli (non-voting member)	960 Harbor Pines Drive, MI 32952	453-4993	10/05 Reappointed 1/04 Appointed	2008
Aleck Greenwood -1st Alternate	PO Box 1077 Cocoa, FL 32923	321-917-3770	01/2019 Appointed	No expiration
Ariel Glass-2nd Alternate	1080 N. Fiske Blvd., Apt. D7 Cocoa, FL 32922	321-615-6317 hm/cell	02/2020 Appointed	No expiration

	Ariel.glass@icloud.com	321-452-0800 wk		
VACANCY Non-Voting Member				
LIAISON	Mayor Williams		Updated 12/18	
Counsel: Anthony Garganese/Kristin Eick	PO Box 2873, Orlando, FL 32802-2873	866-425-9566 407-472-0178 (Kristin Eick)		
RECORDING SECRETARY		433-8490		

Legislation Details (With Text)

File #:	20-183	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Council Busines
File created:	3/13/2020			**In control:**	City Council
On agenda:	3/25/2020			**Final action:**	
Title:	Consideration of a Donation Application for the Marine Resources Council of East Florida, Inc. in the amount of $1,000. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	03_12_2020 Application rec'd.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 13, 2020
Agenda Date: March 25, 2020
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consideration of a Donation Application for the Marine Resources Council of East Florida, Inc. in the amount of $1,000.

BACKGROUND:

Marine Resources Council of East Florida, Inc., submitted an application for a donation for their project entitled “State of the Indian River Lagoon”, in the amount of $1,000, which would be $200 from each City Council member. This donation would help with the State of the Indian River Lagoon report card that is simple enough for all ages to understand and utilize for educational and advocacy purposes. It is also a tool that can be used by all City residents to demonstrate and evaluate efforts to restore the lagoon. However, it is the City’s youth who will most benefit. MRC shares the report card information with youth of all ages in classroom presentations within the City of Cocoa. Within the report it is easy to view the twenty years of data to assess changes in actual water quality and seagrass conditions as they relate to healthy targets. This project is unique to the City of Cocoa and they the number of residents within the City that will be served is 17,140.

In 2016, the Marine Resources Council of East Florida, Inc. received a donation in the amount of $1,000 and they received a donation in the amount of $550 at the end of 2019.

Their “After Action Statement” and “Material Purchase Schedule” are attached herein, with the application.

powered by Legistar™

To date, the following donation applications have been approved for FY 2019/2020:

- Sister City "Sharing Spaces Together" in the amount of $1,000 ($200 per member)
- Forever Our Home, Inc. "1st Young Black Entrepreneurship Expo" in the amount of $600 ($120 per member)
- Cocoa Youth Athletics, Inc. "Building Tiger Nation" in the amount of $1,000 ($200 per member)

Each Council member has a donation budget of $750. If this donation request is approved, each member would have a remaining balance of $30.00.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

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

Amount Requested	$1,000
Account Number	001-1000-511.48-00
Account Name	Promotional Activities

PREVIOUS ACTION:

Marine Resources Council of East Florida, Inc. received a donation in the amount of $1,000 in 2016 and a donation in the amount of $550 in 2019.

RECOMMENDED MOTION:

Consideration of a Donation Application for the Marine Resources Council of East Florida, Inc. in the amount of $1,000.

SCORING CHECKLIST FOR GRANT APPLICATIONS

Organization: Marine Resources Council of East Florida, Inc. Project Name: State of the Indian River Lagoon

		SCORE
1. New or expanded program for the organization? If Yes, the applicant receives **10 points.**	Yes [V] No [ ]	10
2. How many Cocoa residents will be served with this project? Applicant can receive up to **20 points** in this section. Majority of recipients = **20 points;** Half of recipients served = **10 points.**	Number [17,140]	20
3. Were Cocoa volunteer residents used in the implementation of this project? If yes, the applicant receives **10 points.**	Yes [✓] No [ ]	10
4. What impact will this project have on the community? The following will be considered: Enhances quality of life for Cocoa residents. Programs for children, seniors, families, and/or disabled. Unique to the Cocoa community Fills an unmet need in the Cocoa community Has record of community support Educational and informational benefits Applicant may receive up to **50 points** in this section		50
5. Has the applicant demonstrated the ability to execute their proposed project? Applicant may receive up to **20 points** in this section.	Yes [✓] No [ ]	20

6. COMMENTS:

This group received a donation from the City of Cocoa in 2016 and again in 2019. After Action statement + Materials purchased worksheet is attached as well.

Total Score 110

Minimum threshold met?: Yes [✓] No [ ]

Forwarded to City Attorney for review: Yes [✓] No [ ] Date: 3/12/2020

Meets municipal purpose?: Yes [✓] No [ ]

City Council: _____ **Approved:** Yes [ ] No [ ]

Approved 04/06

Marine Resources Council of East Florida, Inc.
3275 Dixie Highway, N.E.
Palm Bay, FL 32905
321-725-7775

March 11, 2020

Carie Shealy
City Clerk
City of Cocoa
65 Stone St, Coco FL 32922

Submitted via email to: CShealy@cocoafl.org

Re: Funding Request for Indian River Lagoon Report Card

Dear Ms. Shealy;

Please find attached application for a 2020 City of Cocoa Grant to help cover the graphic design and storymap costs associated with the updated Indian River Lagoon report card. This multi-faceted project could not be accomplished without the support of the community and we are very grateful for the City's on-going support.

The application includes the "After Action Statement" and "Materials Purchase Schedule" demonstrating the proper use of the $550 provided by the City in 2019 to pay a vendor, Applied Ecology Inc., to update the 2019 story map with the additional tributaries. Also included are MRC's 2018 990 form and IRS Letter of Determination.

Please contact me at (321) 725-7775 or email Leesa@mrcirl.org if you have questions or need additional information. Thank you for your consideration of this funding request.

Sincerely,

Leesa Souto, Ph.D.
Executive Director



SUBMITTAL CHECKLIST

Please make sure that all requested information below is accompaning the application.

Organization Name: Marine Resources Council of East Florida, Inc. (MRC)

Project Name: State of the Indian River Lagoon Report Card Update

		YES	NO
1	Completed Application	x	
2	Exhibit A - IRS Letter of Non-Profit Determination Or State of FL Non-Profit Designation	x	
3	Exhibit B - Income/Expense Report (Last Filed Federal 990 or 990EZ will be accepted in lieu of)	x	
4	Exhibit C - Project Objectives	x	
5	Exhibit D - Use Of Funds Statement	x	

Please send original application with requested attachments to:

City of Cocoa

Attn: Joan Clark, City Clerk
65 Stone Street
Cocoa, Florida 32922

These must be post marked no later than *60 days prior to the event.*

If you have any questions, please call City Hall at (321) 639-7555. Thank You.

65 Stone Street
Cocoa, Florida 32922
(321) 433-8480

DONATION APPLICATION

PART I: GENERAL INFORMATION

APPLICANT INFORMATION:

APPLICANT NAME: Marine Resources Council of East Florida, Inc. (MRC)

FEDERAL ID #: 59-3030066

Please attach IRS Determination Letter as support documentation Exhibit A.

ADDRESS: 3275 Dixie Highway NE

CITY/STATE: Palm Bay **ZIP:** 32905

CONTACT PERSON: Leesa Souto **TITLE:** Executive Director

Contact person will be in direct contact with the City and responsible for administering the grant if awarded.

TELEPHONE #: (321) 725-7775 **FAX #:** n/a

EMAIL ADDRESS: Leesa@mrcirl.org

FINANCIAL: Provide budget information for your organization by completing the attached Income/Expense Report as Exhibit B or last filed IRS 990 or 990EZ will be accepted in lieu of this financial report.

CURRENT OPERATING BUDGET: $735,741

PROJECT INFORMATION:

NAME OF PROJECT: State of the Indian River Lagoon

TOTAL PROJECT COST: $ $100,000

AMOUNT OF MONETARY REQUEST: $ 1000

Neither monetary nor in-kind may exceed $1,000

AMOUNT OF IN-KIND REQUEST: $ 0.00

COUNCIL DISTRICT:

[X] CITYWIDE [ ] DISTRICT 1 [ ] DISTRICT 2
[ ] DISTRICT 3 [ ] DISTRICT 4

For more information please go to our official City web site at www.cocoafl.org

ANTICIPATED PARTICIPANTS TO BE SERVED: 1.7 million

 # OF COCOA RESIDENTS TO BE SERVED: 17,140

(20 POINTS)

NEW PROGRAM?: [ ] YES [X] NO (10 POINTS)

EXPANDED PROGRAM?: [X] YES [ ] NO

PART II: EVALUATION CRITERIA **PROJECT IMPACT:**

1. Please describe in detail, the proposed project objectives. Why is this project needed? Some of the issues the applicant may wish to address include, but are not limited to:
   See Exhibit C. (UP TO 50 POINTS)

2. Will any Cocoa residents be involved in the selecting, planning, and/or implementation of the propose project? Yes x No__ If yes, briefly describe. (10 POINTS)

Since the report card was first conceived, Cocoa residents and leaders have been involved in its development and production. Resident and Councilwoman, Lorraine Koss, wrote the Report Card Business and Communications Plan in 2015. Mayor Jake Miller and former Mayor Henry Parrish, and residents Bridgit Hagood & Frank Jones, Johnnie and Roger Naumann, Jennifer and Todd Riggs, Jeanette and Frank Sullivan, Jane and Randy Naylor, and Barbara Williams participated in two progressive dinner fundraisers, engaging dozens of city residents in conversation about the lagoon and action to protect it. Cocoa city personnel and residents are also involved in sharing the final product and recruiting people to attend workshops.

3. and timeline for completion. Briefly describe your organization's experience and ability to deliver the project as proposed. (UP TO 20 POINTS)

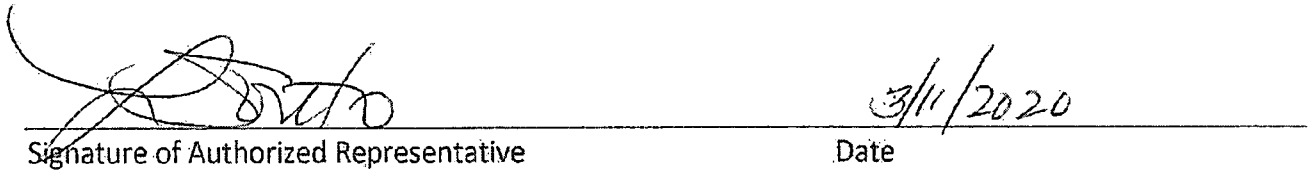
MRC has been integrating science into policy and education for over 30 years. We have assembled the lagoon's top scientists to assist with the project and have produced the first comprehensive health assessment that examines 20 years of water and habitat quality data. Last year (2019), MRC successfully added 10 tributaries and in the next year (2020), we intend to add two years of data (2018 & 2019) bringing the report card up to date.

Complete Exhibit E. - Use Of Funds Statement describing type of funds requested (monetary and/ or in- kind services), types of in- kind services required (dates and times); how requested monetary funds are to be used for the the program/ event, including costs, potential vendor and a general description of the proposed purchases.

NOTE: Upon completion of the event, an After Action Statement, Materials Purchase Schedule, and supporting documentation must be submitted to confirm use of City funds and services provided. Failure to do so, will result in denial of future requests.

Remember that all expenditures of grant funds will need to be accounted for by supplying copies of sales receipts, cancelled checks, and/ or invoices to the City.

I hereby certify that the information provided in this application is true and accurate, and I have the authority to apply for this donation on behalf of the organization.



Signature of Authorized Representative

3/11/2020

Date

City of Cocoa
Use of Funds Statement
(To be submitted with Donation Application)

Date: 3/11/2020

Organization: Marine Resources Council

Project Dates: 3/11/2020 – 11/1/2020 **Project:** Indian River Lagoon Report Card Update

1.) Please list the in-kind services requested from the City, along with the dates and times required: None

2). Please list the amount of monetary funds requested from the City, describing Please list the amount of monetary funds requested from the City, describing how the requested funds are to be used, including individual costs, potential vendors, and a general description of the purposed purchases:

MRC requests $1,000 funding for the 3rd annual update of the Indian River Lagoon report card. Specifically, funding will be used to create the educational materials and media to share with the public and in classrooms. These include such things as the website, the storymap and updated graphics.

Certification: I hereby certify that the In-kind services and/or purchases will be used to support this project

Project Administrator	**Date** 3/11/2020
Project Financial Officer	**Date** 3/11/2020

Approved 04/06

City of Cocoa

After Action Statement

To be submitted after completion of project/event)

Date: 3/11/2020 **Project Dates:** 9/1/2019-12/30/2019

Organization: Marine Resources Council **Project:** IRL Report Card #2

1.) Provide a follow-up to the event, including a description and success of the activity, attendance, etc:

MRC used previous City of Cocoa funding to update the website and GIS-based Story Map that can be found at the MRC webpage listed here - https://savetheirl.org/irl-health-update/irl-report-card/. Updates included adding the 2017 data for nitrogen, phosphorus, chlorophyll-a, turbidity and seagrass; rescoring each of the ten regions of the lagoon, updating the storymap on-line, creating new tables and maps, and updating the webpage. The entire cost was over $150,000, all of which came from community donations. We critically need this product and we need the community to contribute to make it possible. Thank you, city of Cocoa, for being a partner on this important project and a strong advocate for the lagoon!

2.) Were the Cocoa provided monetary funds and/or in-kind services helpful?

Yes, MRC needs community buy-in to successfully transfer the important information included the report card.

3.) Additional Comments:

Certification: I hereby certify that the purchases noted above were used in accomplishing the project.

X: _____
Project Administrator
3/11/2020
Date

Certification: I hereby certify that the attached documents such as, canceled checks, sales receipts, and invoices support the funded project.

X: _____
Project Financial Officer
3/11/2020
Date

Applied Ecology Inc.
122 Fourth Avenue
Suite 104
Indialantic, FL 32903

Invoice

Date	Invoice #
10/7/2019	2019-605

Bill To
Marine Resources Council Leesa Souto 3275 Dixie Hwy. NE Palm Bay, FL 32905

Terms	Project Name
Net 30	IRL Report Card Yr2-Sep '19

Item	Description	Est Qty	Prior Amt	Qty	Rate	Total %	Curr %	Amount
Task 2.6-PriSci	Recreate Map Layouts to account for tributaries	6		6.000	135.00	100.00%	100.00%	810.00
Task 2.6-GisTech	Recreate Map Layouts to account for tributaries	16		16.000	55.00	100.00%	100.00%	880.00
Task 2.8-GisTech	Update GDB, add new layers to AGOL and Storymap update (add tab on tributaries?)	12		4.000	55.00	33.33%	33.33%	220.00
Task 2.10-PriSci	Meetings and Coordination for Data Review, Map Review, Tables, Storymap	16	877.50	6.000	135.00	78.13%	37.50%	810.00
Task 2.10-GisTech	Meetings and Coordination for Data Review, Map Review, Tables, Storymap	12	467.50	3.000	55.00	95.83%	25.00%	165.00

It's been a pleasure working with you!

Total	$2,885.00
Payments/Credits	$0.00
Balance Due	$2,885.00

City of Cocoa
Material Purchases Schedule

To be attached when utilizing City of Cocoa funds to purchase or rent materials
Submit with the After Action Statement

Grantee: Marine Resources Council of East Florida, Inc. **Project:** 2nd Annual State of the Indian River Lagoon Report

Vendor Name	Invoice #	Check# & Date	Project Cost	General Description
Applied Ecology Inc	2019-605	#862 10/8/19	$2,885	Map layout for tributaries

TOTAL $2,885

Certification: I hereby certify that the purchases noted above were used in accomplishing the project.
Project Administrator: _____ Date 3/11/2020

Certification: I hereby certify that the attached documents such as, canceled checks, sales receipts, and invoices support the funded project.
Project Financial Officer: _____ Date 3/11/2020



Exhibit B
INCOME/EXPENSE REPORT

Please provide the following information for your most current completed fiscal year.
This report must be submitted with Application Request For Funding.

Organization Name: Marine Resources Council of East Florida, Inc.
Fiscal Period: January 1, 2018 - December 31, 2018

INCOME	AMOUNT
Support	
Govt. grants	$
Foundations	$
Corporations	$
United Way	$
Individual contributions	$
Fundraising efforts	$
Membership income	$
In-Kind support	$
Investment income	$
Other (specify	$
	$
	$
Revenue	
Govt. contracts	$
Earned Income	$
Other (specify)	$
	$
TOTAL INCOME	$

EXPENSES	AMOUNT
Salaries and wages	$
Insurance and Benefits	$
Professional fees	$
Fundraising costs	$
Travel	$
Equipment	$
Printing fees	$
Telephone/Utilities	$
Postage	$
Rent	$
In-Kind expenses	$
Depreciation	$
Other (specify)	$
	$
TOTAL EXPENSES	$

Last Filed Federal 990 or 990EZ Form will be accepted in lieu of the above Income/Expense Report.

MRC's Federal 990 for tax year 2018 attached.

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2018

Open to Public Inspection

A For the 2018 calendar year, or tax year beginning , and ending

B Check if applicable:
- ☐ Address change
- ☐ Name change
- ☐ Initial return
- ☐ Final return/ terminated
- ☐ Amended return
- ☐ Application pending

C Name of organization: MARINE RESOURCES COUNCIL OF EAST FL

Doing business as:

Number and street (or P.O. box if mail is not delivered to street address): 3275 DIXIE HIGHWAY

Room/suite:

City or town, state or province, country, and ZIP or foreign postal code: PALM BAY FL 32905

D Employer identification number: 59-3030066

E Telephone number: 321-725-7775

G Gross receipts $: 1,051,309

F Name and address of principal officer:
DR. LEESA SOUTO
3275 DIXIE HIGHWAY NE
PALM BAY FL 32905

H(a) Is this a group return for subordinates? ☐ Yes ☒ No

H(b) Are all subordinates included? ☐ Yes ☐ No

If "No," attach a list. (see instructions)

I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) ( ) ◀ (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: ▶ HTTP://WWW.MRCIRL.ORG/

H(c) Group exemption number ▶

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other ▶

L Year of formation: 1990

M State of legal domicile: FL

Part I Summary

1 Briefly describe the organization's mission or most significant activities:
THE PURPOSE OF THE MARINE RESOURCES COUNCIL (MRC) IS TO MAINTAIN AND ENHANCE THE QUALITY OF MARINE SYSTEMS FOR THE ECONOMIC, RECREATIONAL, AESTHETIC, AND ENVIRONMENTAL USE OF THE PEOPLE OF FLORIDA.

2 Check this box ▶ ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	3	14
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	14
5	Total number of individuals employed in calendar year 2018 (Part V, line 2a)	5	9
6	Total number of volunteers (estimate if necessary)	6	0
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
b	Net unrelated business taxable income from Form 990-T, line 38	7b	0

		Prior Year	Current Year
8	Contributions and grants (Part VIII, line 1h)	164,002	330,726
9	Program service revenue (Part VIII, line 2g)	263,789	697,855
10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	270	858
11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	-3,526	19,285
12	Total revenue – add lines 8 through 11 (must equal Part VIII, column (A), line 12)	424,535	1,048,724
13	Grants and similar amounts paid (Part IX, column (A), lines 1–3)		0
14	Benefits paid to or for members (Part IX, column (A), line 4)		0
15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	204,504	303,033
16a	Professional fundraising fees (Part IX, column (A), line 11e)		0
b	Total fundraising expenses (Part IX, column (D), line 25) ▶ 141,840		
17	Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	286,386	575,896
18	Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	490,890	878,929
19	Revenue less expenses. Subtract line 18 from line 12	-66,355	169,795

		Beginning of Current Year	End of Year
20	Total assets (Part X, line 16)	462,493	628,176
21	Total liabilities (Part X, line 26)	20,242	16,453
22	Net assets or fund balances. Subtract line 21 from line 20	442,251	611,723

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

▶ Signature of officer — Date

▶ DR. LEESA SOUTO EXECUTIVE DIRECTOR
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
BARBARA NOONEY, CPA	BARBARA NOONEY, CPA	11/13/19		P00482542

Firm's name ▶ FLAVIN, NOONEY & PERSON — Firm's EIN ▶ 59-3045479

Firm's address ▶ 2200 SOUTH BABCOCK STREET MELBOURNE, FL 32901 — Phone no. 321-725-4700

May the IRS discuss this return with the preparer shown above? (see instructions) ☒ Yes ☐ No

Part III **Statement of Program Service Accomplishments**

Check if Schedule O contains a response or note to any line in this Part III ☒

1 Briefly describe the organization's mission:

THE PURPOSE OF THE MARINE RESOURCES COUNCIL (MRC) IS TO MAINTAIN AND ENHANCE THE QUALITY OF MARINE SYSTEMS FOR THE ECONOMIC, RECREATIONAL, AESTHETIC, AND ENVIRONMENTAL USE OF THE PEOPLE OF FLORIDA

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2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? ☐ Yes ☒ No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? ☐ Yes ☒ No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses $ 230,075 including grants of $) (Revenue $)

SEE SCHEDULE O

4b (Code:) (Expenses $ 55,488 including grants of $) (Revenue $)

LAND MANAGEMENT: THE ORGANIZATION CONTRACTS WITH THIRD PARTIES, PRIMARILY LOCAL GOVERNMENT BODIES, TO PERFORM SPECIFIC ENVIRONMENTAL RESTORATION PROJECTS. THROUGH THESE PROJECTS, THE ORGANIZATION CONTRIBUTES TO THE ESTABLISHMENT OF SUSTAINABLE ECOSYSTEMS WHICH ARE ABLE TO FILTER AIR AND WATER AND PROVIDE HABITAT FOR NATIVE PLANTS AND ANIMALS. THESE CONTRACTS OFTEN ALSO INCLUDE EDUCATION, MONITORING, MEASUREMENT, AND REPORTING COMPONENTS. THESE CONTACT PROJECTS TYPICALLY INCLUDE TASKS SUCH AS CLEARING OF INVASIVE SPECIES, MUCK REMOVAL, SHORELINE CLEANUP AND PLANTING, SEA GRASS AND MANGROVE PLACEMENT, SHELLFISH PLACEMENT, AND LANDSCAPE MAINTENANCE.

4c (Code:) (Expenses $ 246,238 including grants of $) (Revenue $)

SCIENCE: THE ORGANIZATION PERFORMS MONITORING OF MARINE WILDLIFE AND MEASURES WATER QUALITY FOR THE PURPOSE OF ASSESSING PROBLEM AREAS AND DEVELOPING ACTION PLANS FOR REHABILITATION. THE ORGANIZATION ALSO SPONSORS A REPORTING PROGRAM FOR SIGHTINGS OF THE ENDANGERED NORTH ATLANTIC RIGHT WHALE. THROUGH THIS PROGRAM, THE ORGANIZATION IS ABLE TO NOTIFY LOCAL SHIP TRAFFIC SUCH THAT SHIP STRIKES CAN BE AVOIDED. THE ORGANIZATION HAS COLLABORATED WITH SCIENTISTS, ENGINEERS, EDUCATORS, AND OTHER PROFESSIONALS FROM LOCAL UNIVERSITIES ON TOPICS SUCH AS OCEAN ENGINEERING, AT-SEA OPERATIONS, DRUG RESEARCH, COASTAL ECOLOGY AND CONSERVATION, MARINE MAMMAL RESEARCH AND CONSERVATION, ECOSYSTEM MODELING, AQUACULTURE, OCEAN OBSERVING SYSTEMS, AND MARINE EDUCATION.

4d Other program services (Describe in Schedule O.)

(Expenses $ including grants of $) (Revenue $)

4e Total program service expenses ▶ 531,801

Part IV Checklist of Required Schedules

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			Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? *If "Yes," complete Schedule A*	1	X	
2	Is the organization required to complete *Schedule B, Schedule of Contributors* (see instructions)?	2	X	
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? *If "Yes," complete Schedule C, Part I*	3		X
4	**Section 501(c)(3) organizations.** Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? *If "Yes," complete Schedule C, Part II*	4		X
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? *If "Yes," complete Schedule C, Part III*	5		X
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? *If "Yes," complete Schedule D, Part I*	6		X
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? *If "Yes," complete Schedule D, Part II*	7	X	
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? *If "Yes," complete Schedule D, Part III*	8		X
9	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? *If "Yes," complete Schedule D, Part IV*	9		X
10	Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? *If "Yes," complete Schedule D, Part V*	10		X
11	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.			
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? *If "Yes," complete Schedule D, Part VI*	11a	X	
b	Did the organization report an amount for investments—other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VII*	11b		X
c	Did the organization report an amount for investments—program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VIII*	11c		X
d	Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part IX*	11d		X
e	Did the organization report an amount for other liabilities in Part X, line 25? *If "Yes," complete Schedule D, Part X*	11e	X	
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? *If "Yes," complete Schedule D, Part X*	11f		X
12a	Did the organization obtain separate, independent audited financial statements for the tax year? *If "Yes," complete Schedule D, Parts XI and XII*	12a	X	
b	Was the organization included in consolidated, independent audited financial statements for the tax year? *If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional*	12b		X
13	Is the organization a school described in section 170(b)(1)(A)(ii)? *If "Yes," complete Schedule E*	13		X
14a	Did the organization maintain an office, employees, or agents outside of the United States?	14a		X
b	Did the organization have aggregate revenues or expenses of more than $10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at $100,000 or more? *If "Yes," complete Schedule F, Parts I and IV*	14b		X
15	Did the organization report on Part IX, column (A), line 3, more than $5,000 of grants or other assistance to or for any foreign organization? *If "Yes," complete Schedule F, Parts II and IV*	15		X
16	Did the organization report on Part IX, column (A), line 3, more than $5,000 of aggregate grants or other assistance to or for foreign individuals? *If "Yes," complete Schedule F, Parts III and IV*	16		X
17	Did the organization report a total of more than $15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? *If "Yes," complete Schedule G, Part I* (see instructions)	17		X
18	Did the organization report more than $15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? *If "Yes," complete Schedule G, Part II*	18	X	
19	Did the organization report more than $15,000 of gross income from gaming activities on Part VIII, line 9a? *If "Yes," complete Schedule G, Part III*	19		X
20a	Did the organization operate one or more hospital facilities? *If "Yes," complete Schedule H*	20a		X
b	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b		
21	Did the organization report more than $5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? *If "Yes," complete Schedule I, Parts I and II*	21		X

Part IV Checklist of Required Schedules *(continued)*

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			Yes	No
22	Did the organization report more than $5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? *If "Yes," complete Schedule I, Parts I and III*	22		X
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? *If "Yes," complete Schedule J*	23		X
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than $100,000 as of the last day of the year, that was issued after December 31, 2002? *If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a*	24a		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d		
25a	**Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.** Did the organization engage in an excess benefit transaction with a disqualified person during the year? *If "Yes," complete Schedule L, Part I*	25a		X
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? *If "Yes," complete Schedule L, Part I*	25b		X
26	Did the organization report any amount on Part X, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? *If "Yes," complete Schedule L, Part II*	26		X
27	Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? *If "Yes," complete Schedule L, Part III*	27		X
28	Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):			
a	A current or former officer, director, trustee, or key employee? *If "Yes," complete Schedule L, Part IV*	28a		X
b	A family member of a current or former officer, director, trustee, or key employee? *If "Yes," complete Schedule L, Part IV*	28b		X
c	An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? *If "Yes," complete Schedule L, Part IV*	28c		X
29	Did the organization receive more than $25,000 in non-cash contributions? *If "Yes," complete Schedule M*	29	X	
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? *If "Yes," complete Schedule M*	30		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? *If "Yes," complete Schedule N, Part I*	31		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? *If "Yes," complete Schedule N, Part II*	32		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? *If "Yes," complete Schedule R, Part I*	33		X
34	Was the organization related to any tax-exempt or taxable entity? *If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1*	34		X
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a		X
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? *If "Yes," complete Schedule R, Part V, line 2*	35b		
36	**Section 501(c)(3) organizations.** Did the organization make any transfers to an exempt non-charitable related organization? *If "Yes," complete Schedule R, Part V, line 2*	36		X
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? *If "Yes," complete Schedule R, Part VI*	37		X
38	Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? **Note.** All Form 990 filers are required to complete Schedule O.	38	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V ☐

				Yes	No
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable	1a	3		
b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable	1b	0		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	1c			

Part V Statements Regarding Other IRS Filings and Tax Compliance *(continued)*

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				Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	9		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?		2b	X	
	Note. If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)				
3a	Did the organization have unrelated business gross income of $1,000 or more during the year?		3a		X
b	If "Yes," has it filed a Form 990-T for this year? *If "No" to line 3b, provide an explanation in Schedule O*		3b		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		4a		X
b	If "Yes," enter the name of the foreign country: ▶ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).				
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		5a		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		5b		X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?		5c		
6a	Does the organization have annual gross receipts that are normally greater than $100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		6a		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		6b		
7	**Organizations that may receive deductible contributions under section 170(c).**				
a	Did the organization receive a payment in excess of $75 made partly as a contribution and partly for goods and services provided to the payor?		7a		
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?		7b		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		7c		
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d			
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		7e		
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		7f		
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		7g		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		7h		
8	**Sponsoring organizations maintaining donor advised funds.** Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		8		
9	**Sponsoring organizations maintaining donor advised funds.**				
a	Did the sponsoring organization make any taxable distributions under section 4966?		9a		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		9b		
10	**Section 501(c)(7) organizations.** Enter:				
a	Initiation fees and capital contributions included on Part VIII, line 12	10a			
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b			
11	**Section 501(c)(12) organizations.** Enter:				
a	Gross income from members or shareholders	11a			
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b			
12a	**Section 4947(a)(1) non-exempt charitable trusts.** Is the organization filing Form 990 in lieu of Form 1041?		12a		
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b			
13	**Section 501(c)(29) qualified nonprofit health insurance issuers.**				
a	Is the organization licensed to issue qualified health plans in more than one state?		13a		
	Note. See the instructions for additional information the organization must report on Schedule O.				
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b			
c	Enter the amount of reserves on hand	13c			
14a	Did the organization receive any payments for indoor tanning services during the tax year?		14a		X
b	If "Yes," has it filed a Form 720 to report these payments? *If "No," provide an explanation in Schedule O*		14b		
15	Is the organization subject to the section 4960 tax on payment(s) of more than $1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.		15		X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.		16		X

Part VI **Governance, Management, and Disclosure** *For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions.*

Check if Schedule O contains a response or note to any line in this Part VI X

Section A. Governing Body and Management

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			Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year	1a 14		
	If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain in Schedule O.			
b	Enter the number of voting members included in line 1a, above, who are independent	1b 14		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	2		X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, or trustees, or key employees to a management company or other person?	3		X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4		X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?	5		X
6	Did the organization have members or stockholders?	6	X	
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	7a	X	
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	7b		X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:			
a	The governing body?	8a	X	
b	Each committee with authority to act on behalf of the governing body?	8b	X	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? *If "Yes," provide the names and addresses in Schedule O*	9		X

Section B. Policies *(This Section B requests information about policies not required by the Internal Revenue Code.)*

			Yes	No
10a	Did the organization have local chapters, branches, or affiliates?	10a		X
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a		X
b	Describe in Schedule O the process, if any, used by the organization to review this Form 990.			
12a	Did the organization have a written conflict of interest policy? *If "No," go to line 13*	12a	X	
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	X	
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? *If "Yes," describe in Schedule O how this was done*	12c	X	
13	Did the organization have a written whistleblower policy?	13	X	
14	Did the organization have a written document retention and destruction policy?	14		X
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
a	The organization's CEO, Executive Director, or top management official	15a	X	
b	Other officers or key employees of the organization	15b		X
	If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).			
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a		X
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed ▶ NONE

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.

☐ Own website ☐ Another's website ☒ Upon request ☐ Other *(explain in Schedule O)*

19 Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records ▶

DR. LEESA SOUTO 3275 DIXIE HIGHWAY NE

PALM BAY FL 32905 321-725-7775

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII ☐

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

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1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than $100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than $100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than $10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

☐ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) LADY SHIRLEY BEIRNE	0.00									
DIRECTOR	0.00	X						0	0	0
(2) STEPHEN CHALMERS	0.00									
DIRECTOR	0.00	X						0	0	0
(3) BILL COX	0.00									
SECRETARY	0.00	X						0	0	0
(4) TERRY CASTO	0.00									
CHAIR	0.00	X						0	0	0
(5) ROBERT DAY	0.00									
DIRECTOR	0.00	X						0	0	0
(6) DAVE BOTTO	0.00									
DIRECTOR	0.00	X						0	0	0
(7) PAUL LAURA	0.00									
DIRECTOR	0.00	X						0	0	0
(8) DR. KEN LINDEMAN	0.00									
DIRECTOR	0.00	X						0	0	0
(9) BO PLATT	0.00									
DIRECTOR	0.00	X						0	0	0
(10) MIKE MULLEAVEY	0.00									
DIRECTOR	0.00	X						0	0	0
(11) JIM MOIR	0.00									
VICE CHAIR	0.00	X						0	0	0

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees *(continued)*

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(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(12) JOANIE REGAN	0.00									
DIRECTOR	0.00	X						0	0	0
(13) KEN TWOROGER	0.00									
TREASURER	0.00	X						0	0	0
(14) MAUREEN RUPE	0.00									
DIRECTOR	0.00	X						0	0	0
(15) DR. LEESA SOUTO	40.00									
EXECUTIVE DIRECTOR	0.00			X				77,250	0	0
1b Sub-total ▶								77,250		
c Total from continuation sheets to Part VII, Section A ▶										
d Total (add lines 1b and 1c) ▶								77,250		

2 Total number of individuals (including but not limited to those listed above) who received more than $100,000 of reportable compensation from the organization ▶ 0

		Yes	No
3	Did the organization list any **former** officer, director, or trustee, key employee, or highest compensated employee on line 1a? *If "Yes," complete Schedule J for such individual*		X
4	For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than $150,000? *If "Yes," complete Schedule J for such individual*		X
5	Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? *If "Yes," complete Schedule J for such person*		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than $100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than $100,000 of compensation from the organization ▶ 0

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII ☐

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				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514
Contributions, Gifts, Grants and Other Similar Amounts	1a	Federated campaigns	1a				
	b	Membership dues	1b				
	c	Fundraising events	1c	18,789			
	d	Related organizations	1d				
	e	Government grants (contributions)	1e				
	f	All other contributions, gifts, grants, and similar amounts not included above	1f	311,937			
	g	Noncash contributions included in lines 1a-1f: $		73,040			
	h	**Total.** Add lines 1a–1f	▶	330,726			
Program Service Revenue			Busn. Code				
	2a	GOVERNMENT CONTRACTS		697,855	697,855		
	b						
	c						
	d						
	e						
	f	All other program service revenue					
	g	**Total.** Add lines 2a–2f	▶	697,855			
Other Revenue	3	Investment income (including dividends, interest, and other similar amounts)	▶	858	858		
	4	Income from investment of tax-exempt bond proceeds	▶				
	5	Royalties	▶				
			(i) Real	(ii) Personal			
	6a	Gross rents					
	b	Less: rental exps.					
	c	Rental inc. or (loss)					
	d	Net rental income or (loss)	▶				
	7a	Gross amount from sales of assets other than inventory	(i) Securities	(ii) Other			
	b	Less: cost or other basis & sales exps.					
	c	Gain or (loss)					
	d	Net gain or (loss)	▶				
	8a	Gross income from fundraising events (not including $ 18,789 of contributions reported on line 1c). See Part IV, line 18	a				
	b	Less: direct expenses	b	2,585			
	c	Net income or (loss) from fundraising events	▶	-2,585			
	9a	Gross income from gaming activities. See Part IV, line 19	a				
	b	Less: direct expenses	b				
	c	Net income or (loss) from gaming activities	▶				
	10a	Gross sales of inventory, less returns and allowances	a				
	b	Less: cost of goods sold	b				
	c	Net income or (loss) from sales of inventory	▶				
		Miscellaneous Revenue	Busn. Code				
	11a	OTHER MISCELLANEOUS INCOME		11,747	11,747		
	b	RENTAL		10,123			10,123
	c						
	d	All other revenue					
	e	**Total.** Add lines 11a–11d	▶	21,870			
	12	**Total revenue.** See instructions.	▶	1,048,724	710,460	0	10,123

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX ☐

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	77,250		77,250	
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	225,783	108,546	61,969	55,268
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes				
11 Fees for services (non-employees):				
a Management				
b Legal				
c Accounting				
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)				
12 Advertising and promotion	6,954	6,367		587
13 Office expenses	49,926	28,261	3,012	18,653
14 Information technology	24,249	13,915	2,241	8,093
15 Royalties				
16 Occupancy				
17 Travel	7,847	7,588		259
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings	1,622	1,547		75
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	7,382	7,382		
23 Insurance	9,339	4,148	4,838	353
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a PROFESSIONAL SERVICES	355,769	272,829	54,394	28,546
b EQUIPMENT AND FACILITIES	52,938	51,581	333	1,024
c SUPPLIES	25,591	25,591		
d EVENTS	22,925			22,925
e All other expenses	11,354	4,046	1,251	6,057
25 **Total functional expenses.** Add lines 1 through 24e	878,929	531,801	205,288	141,840
26 **Joint costs.** Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here ▶ ☐ if following SOP 98-2 (ASC 958-720)				

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Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X ☐

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			(A) Beginning of year		(B) End of year
Assets	1	Cash—non-interest bearing	30,779	1	121,837
	2	Savings and temporary cash investments	91,268	2	231,495
	3	Pledges and grants receivable, net		3	
	4	Accounts receivable, net	84,983	4	27,545
	5	Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L		5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instructions). Complete Part II of Schedule L		6	
	7	Notes and loans receivable, net		7	
	8	Inventories for sale or use		8	
	9	Prepaid expenses and deferred charges	2,700	9	2,700
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D — 10a: 276,677			
	b	Less: accumulated depreciation — 10b: 34,984	248,313	10c	241,693
	11	Investments—publicly traded securities	4,450	11	2,906
	12	Investments—other securities. See Part IV, line 11		12	
	13	Investments—program-related. See Part IV, line 11		13	
	14	Intangible assets		14	
	15	Other assets. See Part IV, line 11		15	
	16	**Total assets.** Add lines 1 through 15 (must equal line 34)	462,493	16	628,176
Liabilities	17	Accounts payable and accrued expenses	13,082	17	9,019
	18	Grants payable		18	
	19	Deferred revenue		19	
	20	Tax-exempt bond liabilities		20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22	Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L		22	
	23	Secured mortgages and notes payable to unrelated third parties		23	
	24	Unsecured notes and loans payable to unrelated third parties		24	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D	7,160	25	7,434
	26	**Total liabilities.** Add lines 17 through 25	20,242	26	16,453
Net Assets or Fund Balances		**Organizations that follow SFAS 117 (ASC 958), check here ▶ ☒ and complete lines 27 through 29, and lines 33 and 34.**			
	27	Unrestricted net assets	426,947	27	585,733
	28	Temporarily restricted net assets	15,304	28	25,990
	29	Permanently restricted net assets		29	
		Organizations that do not follow SFAS 117 (ASC 958), check here ▶ ☐ and complete lines 30 through 34.			
	30	Capital stock or trust principal, or current funds		30	
	31	Paid-in or capital surplus, or land, building, or equipment fund		31	
	32	Retained earnings, endowment, accumulated income, or other funds		32	
	33	Total net assets or fund balances	442,251	33	611,723
	34	Total liabilities and net assets/fund balances	462,493	34	628,176

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI ... [X]

1	Total revenue (must equal Part VIII, column (A), line 12)	1	1,048,724
2	Total expenses (must equal Part IX, column (A), line 25)	2	878,929
3	Revenue less expenses. Subtract line 2 from line 1	3	169,795
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	442,251
5	Net unrealized gains (losses) on investments	5	-2,081
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain in Schedule O)	9	1,758
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	611,723

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Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII ... [ ]

			Yes	No
1	Accounting method used to prepare the Form 990: [ ] Cash [X] Accrual [ ] Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.			
2a	Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: [ ] Separate basis [ ] Consolidated basis [ ] Both consolidated and separate basis	2a		X
b	Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: [ ] Separate basis [ ] Consolidated basis [ ] Both consolidated and separate basis	2b		X
c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.	2c		
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?	3a		
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits.	3b		

SCHEDULE A (Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2018

Open to Public Inspection

Name of the organization: MARINE RESOURCES COUNCIL OF EAST FL

Employer identification number: 59-3030066

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

1 ☐ A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**

2 ☐ A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990 or 990-EZ).)

3 ☐ A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**

4 ☐ A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state: .....

5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)

6 ☐ A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**

7 ☐ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)

8 ☐ A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)

9 ☐ An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: .....

10 ☒ An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)

11 ☐ An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**

12 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2).** See **section 509(a)(3).** Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.

a ☐ **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**

b ☐ **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**

c ☐ **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**

d ☐ **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**

e ☐ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.

f Enter the number of supported organizations .....

g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1–10 above (see instructions))	(iv) Is the organization listed in your governing document? Yes	(iv) No	(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

Part II **Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**
(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

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Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2014	(b) 2015	(c) 2016	(d) 2017	(e) 2018	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 **Total.** Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 **Public support.** Subtract line 5 from line 4						

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2014	(b) 2015	(c) 2016	(d) 2017	(e) 2018	(f) Total
7 Amounts from line 4						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 **Total support.** Add lines 7 through 10						

12 Gross receipts from related activities, etc. (see instructions) ... 12

13 **First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ... ▶ ☐

Section C. Computation of Public Support Percentage

14 Public support percentage for 2018 (line 6, column (f) divided by line 11, column (f)) ... 14 %

15 Public support percentage from 2017 Schedule A, Part II, line 14 ... 15 %

16a **33 1/3% support test—2018.** If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ... ▶ ☐

b **33 1/3% support test—2017.** If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ... ▶ ☐

17a **10%-facts-and-circumstances test—2018.** If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and **stop here.** Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ... ▶ ☐

b **10%-facts-and-circumstances test—2017.** If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and **stop here.** Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ... ▶ ☐

18 **Private foundation.** If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ... ▶ ☐

Part III **Support Schedule for Organizations Described in Section 509(a)(2)**

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

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Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2014	(b) 2015	(c) 2016	(d) 2017	(e) 2018	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	108,222	137,993	297,432	164,002	330,726	1,038,375
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose			179,591	264,059	710,460	1,154,110
3 Gross receipts from activities that are not an unrelated trade or business under section 513					10,123	10,123
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 **Total.** Add lines 1 through 5	108,222	137,993	477,023	428,061	1,051,309	2,202,608
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of $5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 **Public support.** (Subtract line 7c from line 6.)						2,202,608

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2014	(b) 2015	(c) 2016	(d) 2017	(e) 2018	(f) Total
9 Amounts from line 6	108,222	137,993	477,023	428,061	1,051,309	2,202,608
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	38	108	1,099			1,245
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b	38	108	1,099			1,245
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 **Total support.** (Add lines 9, 10c, 11, and 12.)	108,260	138,101	478,122	428,061	1,051,309	2,203,853

14 **First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ▶ ☐

Section C. Computation of Public Support Percentage

15	Public support percentage for 2018 (line 8, column (f), divided by line 13, column (f))	15	99.94 %
16	Public support percentage from 2017 Schedule A, Part III, line 15	16	99.84 %

Section D. Computation of Investment Income Percentage

17	Investment income percentage for **2018** (line 10c, column (f), divided by line 13, column (f))	17	%
18	Investment income percentage from **2017** Schedule A, Part III, line 17	18	%

19a **33 1/3% support tests—2018.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☒

b **33 1/3% support tests—2017.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☐

20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ▶ ☐

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

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			Yes	No
1	Are all of the organization's supported organizations listed by name in the organization's governing documents? *If "No," describe in* ***Part VI*** *how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.*	1		
2	Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? *If "Yes," explain in* ***Part VI*** *how the organization determined that the supported organization was described in section 509(a)(1) or (2).*	2		
3a	Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? *If "Yes," answer (b) and (c) below.*	3a		
b	Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? *If "Yes," describe in* ***Part VI*** *when and how the organization made the determination.*	3b		
c	Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? *If "Yes," explain in* ***Part VI*** *what controls the organization put in place to ensure such use.*	3c		
4a	Was any supported organization not organized in the United States ("foreign supported organization")? *If "Yes," and if you checked 12a or 12b in Part I, answer (b) and (c) below.*	4a		
b	Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? *If "Yes," describe in* ***Part VI*** *how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.*	4b		
c	Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? *If "Yes," explain in* ***Part VI*** *what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.*	4c		
5a	Did the organization add, substitute, or remove any supported organizations during the tax year? *If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in* ***Part VI,*** *including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).*	5a		
b	**Type I or Type II only.** Was any added or substituted supported organization part of a class already designated in the organization's organizing document?	5b		
c	**Substitutions only.** Was the substitution the result of an event beyond the organization's control?	5c		
6	Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? *If "Yes," provide detail in* ***Part VI.***	6		
7	Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? *If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).*	7		
8	Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? *If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).*	8		
9a	Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? *If "Yes," provide detail in* ***Part VI.***	9a		
b	Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? *If "Yes," provide detail in* ***Part VI.***	9b		
c	Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? *If "Yes," provide detail in* ***Part VI.***	9c		
10a	Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? *If "Yes," answer 10b below.*	10a		
b	Did the organization have any excess business holdings in the tax year? *(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)*	10b		

Part IV Supporting Organizations *(continued)*

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			Yes	No
11	Has the organization accepted a gift or contribution from any of the following persons?			
a	A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?	11a		
b	A family member of a person described in (a) above?	11b		
c	A 35% controlled entity of a person described in (a) or (b) above? *If "Yes" to a, b, or c, provide detail in* ***Part VI.***	11c		

Section B. Type I Supporting Organizations

			Yes	No
1	Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? *If "No," describe in* ***Part VI*** *how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.*	1		
2	Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? *If "Yes," explain in* ***Part VI*** *how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.*	2		

Section C. Type II Supporting Organizations

			Yes	No
1	Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? *If "No," describe in* ***Part VI*** *how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).*	1		

Section D. All Type III Supporting Organizations

			Yes	No
1	Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?	1		
2	Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? *If "No," explain in* ***Part VI*** *how the organization maintained a close and continuous working relationship with the supported organization(s).*	2		
3	By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? *If "Yes," describe in* ***Part VI*** *the role the organization's supported organizations played in this regard.*	3		

Section E. Type III Functionally-Integrated Supporting Organizations

1 *Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (****see instructions****).*

- a ☐ The organization satisfied the Activities Test. *Complete* ***line 2*** *below.*
- b ☐ The organization is the parent of each of its supported organizations. *Complete* ***line 3*** *below.*
- c ☐ The organization supported a governmental entity. *Describe in* ***Part VI*** *how you supported a government entity (see instructions).*

			Yes	No
2	Activities Test. ***Answer (a) and (b) below.***			
a	Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? *If "Yes," then in* ***Part VI identify those supported organizations and explain*** *how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.*	2a		
b	Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? *If "Yes," explain in* ***Part VI*** *the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.*	2b		
3	Parent of Supported Organizations. ***Answer (a) and (b) below.***			
a	Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? *Provide details in* ***Part VI.***	3a		
b	Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? *If "Yes," describe in* ***Part VI*** *the role played by the organization in this regard.*	3b		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1 Net short-term capital gain	1		
2 Recoveries of prior-year distributions	2		
3 Other gross income (see instructions)	3		
4 Add lines 1 through 3.	4		
5 Depreciation and depletion	5		
6 Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6		
7 Other expenses (see instructions)	7		
8 **Adjusted Net Income** (subtract lines 5, 6, and 7 from line 4)	8		

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1 Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
a Average monthly value of securities	1a		
b Average monthly cash balances	1b		
c Fair market value of other non-exempt-use assets	1c		
d **Total** (add lines 1a, 1b, and 1c)	1d		
e **Discount** claimed for blockage or other factors (explain in detail in **Part VI**):			
2 Acquisition indebtedness applicable to non-exempt-use assets	2		
3 Subtract line 2 from line 1d.	3		
4 Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions).	4		
5 Net value of non-exempt-use assets (subtract line 4 from line 3)	5		
6 Multiply line 5 by .035.	6		
7 Recoveries of prior-year distributions	7		
8 **Minimum Asset Amount** (add line 7 to line 6)	8		

Section C - Distributable Amount		Current Year
1 Adjusted net income for prior year (from Section A, line 8, Column A)	1	
2 Enter 85% of line 1.	2	
3 Minimum asset amount for prior year (from Section B, line 8, Column A)	3	
4 Enter greater of line 2 or line 3.	4	
5 Income tax imposed in prior year	5	
6 **Distributable Amount.** Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	

7 ☐ Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations *(continued)*

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Section D - Distributions		Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes	
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	
4	Amounts paid to acquire exempt-use assets	
5	Qualified set-aside amounts (prior IRS approval required)	
6	Other distributions (describe in **Part VI**). See instructions.	
7	**Total annual distributions.** Add lines 1 through 6.	
8	Distributions to attentive supported organizations to which the organization is responsive (provide details in **Part VI**). See instructions.	
9	Distributable amount for 2018 from Section C, line 6	
10	Line 8 amount divided by line 9 amount	

Section E - Distribution Allocations (see instructions)		(i) Excess Distributions	(ii) Underdistributions Pre-2018	(iii) Distributable Amount for 2018
1	Distributable amount for 2018 from Section C, line 6			
2	Underdistributions, if any, for years prior to 2018 (reasonable cause required-explain in **Part VI**). See instructions.			
3	Excess distributions carryover, if any, to 2018			
a	From 2013			
b	From 2014			
c	From 2015			
d	From 2016			
e	From 2017			
f	**Total** of lines 3a through e			
g	Applied to underdistributions of prior years			
h	Applied to 2018 distributable amount			
i	Carryover from 2013 not applied (see instructions)			
j	Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
4	Distributions for 2018 from Section D, line 7: $			
a	Applied to underdistributions of prior years			
b	Applied to 2018 distributable amount			
c	Remainder. Subtract lines 4a and 4b from 4.			
5	Remaining underdistributions for years prior to 2018, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in **Part VI**. See instructions.			
6	Remaining underdistributions for 2018. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in **Part VI**. See instructions.			
7	**Excess distributions carryover to 2019.** Add lines 3j and 4c.			
8	Breakdown of line 7:			
a	Excess from 2014			
b	Excess from 2015			
c	Excess from 2016			
d	Excess from 2017			
e	Excess from 2018			

Part VI **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

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Schedule B (Form 990, 990-EZ, or 990-PF)
Department of the Treasury
Internal Revenue Service

Schedule of Contributors

▶ Attach to Form 990, Form 990-EZ, or Form 990-PF.
▶ Go to *www.irs.gov/Form990* for the latest information.

OMB No. 1545-0047

2018

Name of the organization

MARINE RESOURCES COUNCIL OF EAST FL

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Employer identification number

59-3030066

Organization type (check one):

Filers of:	Section:
Form 990 or 990-EZ	[X] 501(c)(3) (enter number) organization
	[ ] 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation
	[ ] 527 political organization
Form 990-PF	[ ] 501(c)(3) exempt private foundation
	[ ] 4947(a)(1) nonexempt charitable trust treated as a private foundation
	[ ] 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule.**
Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

[X] For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling $5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

[ ] For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of **(1)** $5,000; or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

[ ] For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than $1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering) "N/A" in column (b) instead of the contributor name and address), II, and III.

[ ] For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than $1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling $5,000 or more during the year ▶ $

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

Name of organization
MARINE RESOURCES COUNCIL OF EAST FL

Employer identification number
59-3030066

Part I **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

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(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1		$ 7,500	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
2		$ 7,500	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
3		$ 20,000	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)

SCHEDULE D (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
▶ Attach to Form 990.
▶ Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2018

Open to Public Inspection

Name of the organization

MARINE RESOURCES COUNCIL OF EAST FL

Employer identification number

59-3030066

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Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.

Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year		
2 Aggregate value of contributions to (during year)		
3 Aggregate value of grants from (during year)		
4 Aggregate value at end of year		

5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? ☐ Yes ☐ No

6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? ☐ Yes ☐ No

Part II Conservation Easements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).

- ☐ Preservation of land for public use (e.g., recreation or education)
- ☒ Protection of natural habitat
- ☐ Preservation of open space
- ☐ Preservation of a historically important land area
- ☐ Preservation of a certified historic structure

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

		Held at the End of the Tax Year
a Total number of conservation easements	2a	3
b Total acreage restricted by conservation easements	2b	10.00
c Number of conservation easements on a certified historic structure included in (a)	2c	
d Number of conservation easements included in (c) acquired after 7/25/06, and not on a historic structure listed in the National Register	2d	1

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶

4 Number of states where property subject to conservation easement is located ▶ 1

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? ☐ Yes ☒ No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ 5

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ $

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? ☐ Yes ☒ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement, and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under SFAS 116 (ASC 958), not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide, in Part XIII, the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under SFAS 116 (ASC 958), to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1 ▶ $

(ii) Assets included in Form 990, Part X ▶ $

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under SFAS 116 (ASC 958) relating to these items:

a Revenue included on Form 990, Part VIII, line 1 ▶ $

b Assets included in Form 990, Part X ▶ $

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets *(continued)*

3 Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items (check all that apply):

a ☐ Public exhibition
b ☐ Scholarly research
c ☐ Preservation for future generations
d ☐ Loan or exchange programs
e ☐ Other

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4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ Yes ☐ No

Part IV Escrow and Custodial Arrangements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII and complete the following table:

		Amount
c Beginning balance	1c	
d Additions during the year	1d	
e Distributions during the year	1e	
f Ending balance	1f	

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII ☐

Part V Endowment Funds.

Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

a Board designated or quasi-endowment ▶ ____ %
b Permanent endowment ▶ ____ %
c Temporarily restricted endowment ▶ ____ %

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

		Yes	No
(i) unrelated organizations	3a(i)		
(ii) related organizations	3a(ii)		
b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?	3b		

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land		130,000		130,000
b Buildings		120,000	24,000	96,000
c Leasehold improvements				
d Equipment				
e Other				
Total. Add lines 1a through 1e. *(Column (d) must equal Form 990, Part X, column (B), line 10c.)* ▶				226,000

Part VII Investments—Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely-held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 12.)* ▶		

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Part VIII Investments—Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 13.)* ▶		

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 15.)* ▶	

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) OTHER CURRENT LIABILITIES	5,127
(3) CREDIT CARDS	2,307
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 25.)* ▶	7,434

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740). Check here if the text of the footnote has been provided in Part XIII ☐

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.
Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements			1	1,048,724
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:				
a	Net unrealized gains (losses) on investments	2a			
b	Donated services and use of facilities	2b			
c	Recoveries of prior year grants	2c			
d	Other (Describe in Part XIII.)	2d			
e	Add lines 2a through 2d			2e	
3	Subtract line 2e from line 1			3	1,048,724
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII.)	4b			
c	Add lines 4a and 4b			4c	
5	Total revenue. Add lines 3 and 4c. *(This must equal Form 990, Part I, line 12.)*			5	1,048,724

Public Inspection Copy

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.
Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements			1	878,566
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:				
a	Donated services and use of facilities	2a			
b	Prior year adjustments	2b			
c	Other losses	2c			
d	Other (Describe in Part XIII.)	2d			
e	Add lines 2a through 2d			2e	
3	Subtract line 2e from line 1			3	878,566
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII.)	4b	363		
c	Add lines 4a and 4b			4c	363
5	Total expenses. Add lines 3 and 4c. *(This must equal Form 990, Part I, line 18.)*			5	878,929

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

PART II, LINE 9 - ACCOUNTING FOR CONSERVATION EASEMENTS

CONSERVATION EASEMENTS ARE NOT MATERIAL TO THE FINANCIAL STATEMENTS AND DO NOT REPRESENT EXPECTED FUTURE ECONOMIC BENEFITS, THEREFORE NO CONSERVATION EASEMENTS ARE REPORTED AS ASSETS OF THE ORGANIZATION. ANY EXPENSES INCURRED WHICH ARE INCIDENTAL TO CONVSERVATION EASEMENTS ARE INCLUDED IN PROGRAM SERVICES.

PART XII, LINE 4B - EXPENSE AMOUNTS INCLUDED ON RETURN - OTHER

BOOK / TAX DEPRECIATION DIFFERENCE $ 363

Part XIII Supplemental Information *(continued)*

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SCHEDULE G (Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information Regarding Fundraising or Gaming Activities

Complete if the organization answered "Yes" on Form 990, Part IV, line 17, 18, or 19, or if the organization entered more than $15,000 on Form 990-EZ, line 6a.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2018

Open to Public Inspection

Name of the organization

MARINE RESOURCES COUNCIL OF EAST FL

Employer identification number

59-3030066

SCANNED

Part I **Fundraising Activities.** Complete if the organization answered "Yes" on Form 990, Part IV, line 17. Form 990-EZ filers are not required to complete this part.

1 Indicate whether the organization raised funds through any of the following activities. Check all that apply.

a ☐ Mail solicitations
b ☐ Internet and email solicitations
c ☐ Phone solicitations
d ☐ In-person solicitations
e ☐ Solicitation of non-government grants
f ☐ Solicitation of government grants
g ☐ Special fundraising events

2a Did the organization have a written or oral agreement with any individual (including officers, directors, trustees, or key employees listed in Form 990, Part VII) or entity in connection with professional fundraising services? ☐ Yes ☐ No

b If "Yes," list the 10 highest paid individuals or entities (fundraisers) pursuant to agreements under which the fundraiser is to be compensated at least $5,000 by the organization.

	(i) Name and address of individual or entity (fundraiser)	(ii) Activity	(iii) Did fund-raiser have custody or control of contributions? Yes	(iii) No	(iv) Gross receipts from activity	(v) Amount paid to (or retained by) fundraiser listed in col. (i)	(vi) Amount paid to (or retained by) organization
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
Total	▶						

3 List all states in which the organization is registered or licensed to solicit contributions or has been notified it is exempt from registration or licensing.

Part II **Fundraising Events.** Complete if the organization answered "Yes" on Form 990, Part IV, line 18, or reported more than $15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than $5,000.

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		(a) Event #1 FUNDRAISING (event type)	(b) Event #2 (event type)	(c) Other events NONE (total number)	(d) Total events (add col. (a) through col. (c))
Revenue	1 Gross receipts	18,789			18,789
	2 Less: Contributions	18,789			18,789
	3 Gross income (line 1 minus line 2)				
Direct Expenses	4 Cash prizes				
	5 Noncash prizes				
	6 Rent/facility costs				
	7 Food and beverages				
	8 Entertainment				
	9 Other direct expenses	2,585			2,585
	10 Direct expense summary. Add lines 4 through 9 in column (d) ▶				2,585
	11 Net income summary. Subtract line 10 from line 3, column (d) ▶				-2,585

Part III **Gaming.** Complete if the organization answered "Yes" on Form 990, Part IV, line 19, or reported more than $15,000 on Form 990-EZ, line 6a.

		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col. (a) through col. (c))
Revenue	1 Gross revenue				
Direct Expenses	2 Cash prizes				
	3 Noncash prizes				
	4 Rent/facility costs				
	5 Other direct expenses				
	6 Volunteer labor	☐ Yes % ☐ No	☐ Yes % ☐ No	☐ Yes % ☐ No	
	7 Direct expense summary. Add lines 2 through 5 in column (d) ▶				
	8 Net gaming income summary. Subtract line 7 from line 1, column (d) ▶				

9 Enter the state(s) in which the organization conducts gaming activities:

a Is the organization licensed to conduct gaming activities in each of these states? ☐ Yes ☐ No

b If "No," explain:

10a Were any of the organization's gaming licenses revoked, suspended, or terminated during the tax year? ☐ Yes ☐ No

b If "Yes," explain:

11 Does the organization conduct gaming activities with nonmembers? ☐ Yes ☐ No

12 Is the organization a grantor, beneficiary or trustee of a trust, or a member of a partnership or other entity formed to administer charitable gaming? ☐ Yes ☐ No

13 Indicate the percentage of gaming activity conducted in:

a The organization's facility 13a %

b An outside facility 13b %

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14 Enter the name and address of the person who prepares the organization's gaming/special events books and records:

Name ▶

Address ▶

15a Does the organization have a contract with a third party from whom the organization receives gaming revenue? ☐ Yes ☐ No

b If "Yes," enter the amount of gaming revenue received by the organization ▶ $ and the amount of gaming revenue retained by the third party ▶ $

c If "Yes," enter name and address of the third party:

Name ▶

Address ▶

16 Gaming manager information:

Name ▶

Gaming manager compensation ▶ $

Description of services provided ▶

☐ Director/officer ☐ Employee ☐ Independent contractor

17 Mandatory distributions:

a Is the organization required under state law to make charitable distributions from the gaming proceeds to retain the state gaming license? ☐ Yes ☐ No

b Enter the amount of distributions required under state law to be distributed to other exempt organizations or spent in the organization's own exempt activities during the tax year ▶ $

Part IV **Supplemental Information.** Provide the explanations required by Part I, line 2b, columns (iii) and (v); and Part III, lines 9, 9b, 10b, 15b, 15c, 16, and 17b, as applicable. Also provide any additional information. See instructions.

SCHEDULE M (Form 990)

Department of the Treasury
Internal Revenue Service

Noncash Contributions

▶ Complete if the organizations answered "Yes" on Form 990, Part IV, lines 29 or 30.
▶ Attach to Form 990.
▶ Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2018

Open To Public Inspection

Name of the organization: MARINE RESOURCES COUNCIL OF EAST FL

Employer identification number: 59-3030066

Part I Types of Property

		(a) Check if applicable	(b) Number of contributions or items contributed	(c) Noncash contribution amounts reported on Form 990, Part VIII, line 1g	(d) Method of determining noncash contribution amounts
1	Art — Works of art				
2	Art — Historical treasures				
3	Art — Fractional interests				
4	Books and publications				
5	Clothing and household goods				
6	Cars and other vehicles				
7	Boats and planes				
8	Intellectual property				
9	Securities — Publicly traded				
10	Securities — Closely held stock				
11	Securities — Partnership, LLC, or trust interests				
12	Securities — Miscellaneous				
13	Qualified conservation contribution — Historic structures				
14	Qualified conservation contribution — Other				
15	Real estate — Residential				
16	Real estate — Commercial				
17	Real estate — Other				
18	Collectibles				
19	Food inventory				
20	Drugs and medical supplies				
21	Taxidermy				
22	Historical artifacts				
23	Scientific specimens				
24	Archeological artifacts				
25	Other ▶( )	X	1	73,040	
26	Other ▶( )				
27	Other ▶( )				
28	Other ▶( )				

29	Number of Forms 8283 received by the organization during the tax year for contributions for which the organization completed Form 8283, Part IV, Donee Acknowledgement	29	

			Yes	No
30a	During the year, did the organization receive by contribution any property reported in Part I, lines 1 through 28, that it must hold for at least three years from the date of the initial contribution, and which isn't required to be used for exempt purposes for the entire holding period?	30a		X
b	If "Yes," describe the arrangement in Part II.			
31	Does the organization have a gift acceptance policy that requires the review of any nonstandard contributions?	31		X
32a	Does the organization hire or use third parties or related organizations to solicit, process, or sell noncash contributions?	32a		X
b	If "Yes," describe in Part II.			
33	If the organization didn't report an amount in column (c) for a type of property for which column (a) is checked, describe in Part II.			

Part II **Supplemental Information.** Provide the information required by Part I, lines 30b, 32b, and 33, and whether the organization is reporting in Part I, column (b), the number of contributions, the number of items received, or a combination of both. Also complete this part for any additional information.

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SCHEDULE O (Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Go to *www.irs.gov/Form990* for the latest information.

OMB No. 1545-0047

2018

Open to Public Inspection

Public Inspection Copy

Name of the organization: MARINE RESOURCES COUNCIL OF EAST FL

Employer identification number: 59-3030066

FORM 990, PART III, LINE 4A - FIRST ACCOMPLISHMENT

EDUCATION AND OUTREACH: THE ORGANIZATION DEVELOPS AND COORDINATES LONG-TERM PUBLIC EDUCATION PROGRAMS AS WELL AS YOUTH AND FORMAL EDUCATIONAL PROGRAMS TO INCREASE KNOWLEDGE OF ESTUARINE ECOLOGY, RAISE AWARENESS ABOUT LAGOON THREATS, AND CHANGE BEHAVIOR THROUGH SOCIAL MARKETING. ONE SUCH PROGRAM IS "BE FLORIDIAN NOW," AN EFFORT TO INFORM THE PUBLIC ABOUT NEWLY PASSED RESIDENTIAL FERTILIZER ORDINANCES AND ENCOURAGE LAGOON-FRIENDLY LANDSCAPING PRACTICES. A MAJOR FOCUS OF BE FLORIDIAN NOW IS TO DISCOURAGE THE APPLICATION OF NITROGEN FERTILIZER DURING THE RAINY SEASON FROM JUNE 1 TO SEPTEMBER 30, WHEN THE HARMFUL NUTRIENTS ARE MORE LIKELY TO WASH INTO AREA WATER BODIES. THE ORGANIZATION ALSO CONDUCTS WORKSHOPS AND PUBLIC EVENTS TO REACH CONSENSUS AND ENGAGE NEW SEGMENTS OF THE POPULATION IN LAGOON PROTECTION. LAGOON FEST IS A LARGE PUBLIC EDUCATION AND FESTIVAL THAT CAPTURES DIVERSE INTERESTS WITH MUSIC AND FOOD, AND THEN EDUCATES THEM THROUGH INTERACTIVE EXHIBITS AND SPEAKERS. THE ORGANIZATION ALSO HOLDS A SUMMER CAMP FOR HIGH SCHOOL STUDENTS TO GAIN "BRIGHT FUTURES" VOLUNTEER HOURS WHILE ASSISTING WITH SCIENTIFIC DATA COLLECTION AND LEARNING ABOUT THE LAGOON ECOSYSTEM.

FORM 990, PART III, LINE 4D - ALL OTHER ACCOMPLISHMENTS

EDUCATION AND OUTREACH: THE ORGANIZATION DEVELOPS AND COORDINATES LONG-TERM PUBLIC EDUCATION PROGRAMS AS WELL AS YOUTH AND FORMAL EDUCATIONAL PROGRAMS TO INCREASE KNOWLEDGE OF ESTUARINE ECOLOGY, RAISE AWARENESS ABOUT LAGOON THREATS, AND CHANGE BEHAVIOR THROUGH SOCIAL MARKETING. ONE SUCH PROGRAM IS "BE FLORIDIAN NOW," AN EFFORT TO INFORM THE PUBLIC ABOUT NEWLY PASSED

Name of the organization: MARINE RESOURCES COUNCIL OF EAST FL

Employer identification number: 59-3030066

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RESIDENTIAL FERTILIZER ORDINANCES AND ENCOURAGE LAGOON-FRIENDLY LANDSCAPING PRACTICES. A MAJOR FOCUS OF BE FLORIDIAN NOW IS TO DISCOURAGE THE APPLICATION OF NITROGEN FERTILIZER DURING THE RAINY SEASON FROM JUNE 1 TO SEPTEMBER 30, WHEN THE HARMFUL NUTRIENTS ARE MORE LIKELY TO WASH INTO AREA WATER BODIES. THE ORGANIZATION ALSO CONDUCTS WORKSHOPS AND PUBLIC EVENTS TO REACH CONSENSUS AND ENGAGE NEW SEGMENTS OF THE POPULATION IN LAGOON PROTECTION. LAGOON FEST IS A LARGE PUBLIC EDUCATION AND FESTIVAL THAT CAPTURES DIVERSE INTERESTS WITH MUSIC AND FOOD, AND THEN EDUCATES THEM THROUGH INTERACTIVE EXHIBITS AND SPEAKERS. THE ORGANIZATION ALSO HOLDS A SUMMER CAMP FOR HIGH SCHOOL STUDENTS TO GAIN "BRIGHT FUTURES" VOLUNTEER HOURS WHILE ASSISTING WITH SCIENTIFIC DATA COLLECTION AND LEARNING ABOUT THE LAGOON ECOSYSTEM.

LAND MANAGEMENT: THE ORGANIZATION CONTRACTS WITH THIRD PARTIES, PRIMARILY LOCAL GOVERNMENT BODIES, TO PERFORM SPECIFIC ENVIRONMENTAL RESTORATION PROJECTS. THROUGH THESE PROJECTS, THE ORGANIZATION CONTRIBUTES TO THE ESTABLISHMENT OF SUSTAINABLE ECOSYSTEMS WHICH ARE ABLE TO FILTER AIR AND WATER AND PROVIDE HABITAT FOR NATIVE PLANTS AND ANIMALS. THESE CONTRACTS OFTEN ALSO INCLUDE EDUCATION, MONITORING, MEASUREMENT, AND REPORTING COMPONENTS. THESE CONTACT PROJECTS TYPICALLY INCLUDE TASKS SUCH AS CLEARING OF INVASIVE SPECIES, MUCK REMOVAL, SHORELINE CLEANUP AND PLANTING, SEA GRASS AND MANGROVE PLACEMENT, SHELLFISH PLACEMENT, AND LANDSCAPE MAINTENANCE.

SCIENCE: THE ORGANIZATION PERFORMS MONITORING OF MARINE WILDLIFE AND MEASURES WATER QUALITY FOR THE PURPOSE OF ASSESSING PROBLEM AREAS AND DEVELOPING ACTION PLANS FOR REHABILITATION. THE ORGANIZATION ALSO SPONSORS A REPORTING PROGRAM FOR SIGHTINGS OF THE ENDANGERED NORTH ATLANTIC RIGHT WHALE. THROUGH THIS PROGRAM, THE ORGANIZATION IS ABLE TO NOTIFY LOCAL SHIP

Name of the organization: MARINE RESOURCES COUNCIL OF EAST FL

Employer identification number: 59-3030066

TRAFFIC SUCH THAT SHIP STRIKES CAN BE AVOIDED. THE ORGANIZATION HAS COLLABORATED WITH SCIENTISTS, ENGINEERS, EDUCATORS, AND OTHER PROFESSIONAL FROM LOCAL UNIVERSITIES ON TOPICS SUCH AS OCEAN ENGINEERING, AT-SEA OPERATIONS, DRUG RESEARCH, COASTAL ECOLOGY AND CONSERVATION, MARINE MAMMAL RESEARCH AND CONSERVATION, ECOSYSTEM MODELING, AQUACULTURE, OCEAN OBSERVING SYSTEMS, AND MARINE EDUCATION.

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FORM 990, PART VI, LINE 6 - CLASSES OF MEMBERS OR STOCKHOLDERS

THE ORGANIZATION OFFERS ANNUAL MEMBERSHIPS FOR A ONE TIME DONATION AND SUSTAINING MEMBERSHIPS, WHICH ALLOW INDIVIDUALS TO GIVE TO MRC MONTHLY.

FORM 990, PART VI, LINE 7A - ELECTION OF MEMBERS AND THEIR RIGHTS

THE GOVERNING BODY IS ELECTED ANNUALLY BY THE MEMBERS OF THE ORGANIZATION

FORM 990, PART VI, LINE 11B - ORGANIZATION'S PROCESS TO REVIEW FORM 990

THE BOARD OF DIRECTORS READS AND REVIEWS FORM 990 BEFORE APPROVING THE RETURN FOR FILING WITH THE IRS.

FORM 990, PART VI, LINE 12C - ENFORCEMENT OF CONFLICTS POLICY

ALL OFFICERS AND DIRECTORS ARE REQUIRED TO ACKNOWLEDGE THE CONFLICT OF INTEREST POLICY IN WRITING ANNUALLY.

FORM 990, PART VI, LINE 15A - COMPENSATION PROCESS FOR TOP OFFICIAL

THE BOARD USES SALARY, BONUS, AND BENEFITS INFORMATION OBTAINED FROM SIMILAR ORGANIZATIONS TO REVIEW AND APPROVE THE SALARY OF THE EXECUTIVE DIRECTOR, AFTER CONDUCTING AN ANNUAL PERFORMANCE EVALUATION.

Name of the organization: MARINE RESOURCES COUNCIL OF EAST FL

Employer identification number: 59-3030066

FORM 990, PART VI, LINE 19 - GOVERNING DOCUMENTS DISCLOSURE EXPLANATION

GOVERNING DOCUMENTS AND POLICIES ARE AVAILABLE TO THE PUBLIC BY REQUEST

Public Inspection Copy

FORM 990, PART XI, LINE 9 - OTHER CHANGES IN NET ASSETS EXPLANATION

INCREASE IN INVESTMENTS	$	537
DECREASE IN ACCRUED EXPENSES	$	1,221
TOTAL	$	1,758

Form **4562**

Department of the Treasury
Internal Revenue Service (99)

Depreciation and Amortization
(Including Information on Listed Property)

▶ Attach to your tax return.

▶ Go to *www.irs.gov/Form4562* for instructions and the latest information.

OMB No. 1545-0172

2018

Attachment Sequence No. **179**

Name(s) shown on return

MARINE RESOURCES COUNCIL OF EAST FL

Identifying number

59-3030066

Business or activity to which this form relates

INDIRECT DEPRECIATION

Public Inspection Copy

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1	1,000,000
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	2,500,000
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	

6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost

7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the **smaller** of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2017 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5. See instructions	11	
12	Section 179 expense deduction. Add lines 9 and 10, but don't enter more than line 11	12	
13	Carryover of disallowed deduction to 2019. Add lines 9 and 10, less line 12 ▶	13	

Note: Don't use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Don't include listed property. See instructions.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year. See instructions	14	400
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	6,982

Part III MACRS Depreciation (Don't include listed property. See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2018	17	0
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here ▶ ☐		

Section B—Assets Placed in Service During 2018 Tax Year Using the General Depreciation System

	(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only–see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a	3-year property						
b	5-year property						
c	7-year property						
d	10-year property						
e	15-year property						
f	20-year property						
g	25-year property			25 yrs.		S/L	
h	Residential rental property			27.5 yrs.	MM	S/L	
				27.5 yrs.	MM	S/L	
i	Nonresidential real property			39 yrs.	MM	S/L	
					MM	S/L	

Section C—Assets Placed in Service During 2018 Tax Year Using the Alternative Depreciation System

20a	Class life					S/L	
b	12-year			12 yrs.		S/L	
c	30-year			30 yrs.	MM	S/L	
d	40-year			40 yrs.	MM	S/L	

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	21	
22	**Total.** Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations—see instructions	22	7,382
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

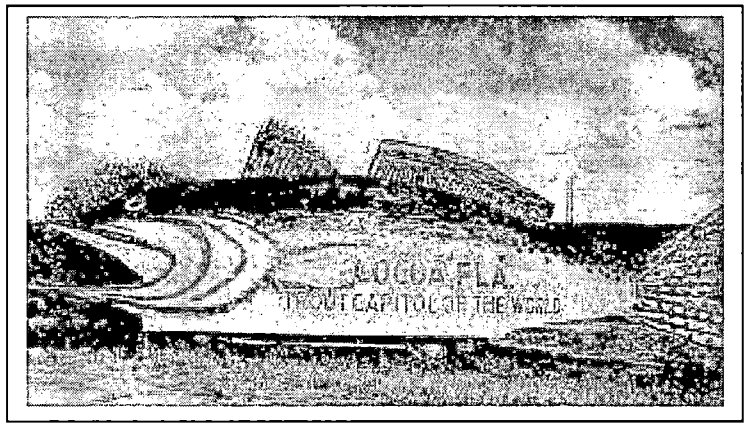
THERE ARE NO AMOUNTS FOR PAGE 2

Exhibit C

Please describe in detail, the proposed project objectives. Why is this project needed? Some of the issues the applicant may wish to address include, but are not limited to:

How quality of life for Cocoa residents will be enhanced;

As the "Trout Capitol of the World", the City of Cocoa depends on the Indian River Lagoon to drive tourism related revenues and provide a certain quality of life. Residents reap the financial benefits of increased service industry and marine markets as well as priceless spiritual and recreational benefits. Cocoa residents have the privilege of living along the most fascinating and biodiverse estuary in the country and residents want to know if the lagoon's water and seagrass quality is improving.



Who will be served (children, seniors, families, and/or the disabled, etc.);

The State of the Indian River Lagoon report card is simple enough for people of all ages to understand and utilize for educational and advocacy purposes. Although it is a tool that can be used by all City residents to demonstrate and evaluate efforts to restore the lagoon, it is the City's youth who will most benefit. MRC shares the report card information with youth of all ages in classroom presentations within the City of Cocoa. Combined with a board game called, Lagoonology, the report card provides simple graphics and relatable "grades" that resonate with young people. In the report, it is easy to view twenty years of data to assess changes in actual water quality and seagrass conditions as they relate to healthy targets.

How the project is unique to the Cocoa community

The project is unique to the region, in that no other entity has completed such a comprehensive assessment of lagoon health over the years. The report covers the entire 5 county lagoon community, including the City of Cocoa. Going to the report card webpage, one can browse the area on an interactive platform, zoom into the Cocoa area and view scores and seagrass extent.

How the project meets an unmet need in the community - Educational and informational benefits.

Cocoa residents want to know if the lagoon is improving. The report card provides this important information in an easy to read format, encouraging residents to learn more and engage in lagoon-saving practices. The lagoon's health is as complicated and precarious as human health, and it takes more information than just looking at the patient to understand the system's function. Health indicators or "vital signs" must be examined and evaluated against established healthy targets. The report card opens a Pandora's Box of questions, peeking curiosity, inspiring action, and intriguing residents to want to know more.

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
C - 1130
ATLANTA, GA 30301

DEPARTMENT OF THE TREASURY

Date: MAR 01 1991

Employer Identification Number:
59-3030066
Contact Person:
ROBERTA VAN METER
Contact Telephone Number:
(404) 331-0185

MARINE RESOURCES COUNCIL OF EAST
FLORIDA INC
730 E STRAWBRIDGE AVE
MELBOURNE, FL 32901

Accounting Period Ending:
January 31
Foundation Status Classification:
509(a)(1)
Advance Ruling Period Begins:
January 11, 1990
Advance Ruling Period Ends:
January 31, 1995
Addendum Applies:
Yes

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably be expected to be a publicly supported organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, you will be treated as a publicly supported organization, and not as a private foundation, during an advance ruling period. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must submit to us information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, you will be classified as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, you will be classified as a private foundation for future periods. Also, if you are classified as a private foundation, you will be treated as a private foundation from the date of your inception for purposes of sections 507(d) and 4940.

Grantors and contributors may rely on the determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you submit the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until the Service makes a final determination of your foundation status.

MARINE RESOURCES COUNCIL OF EAST

If notice that you will no longer be treated as a publicly supported organization is published in the Internal Revenue Bulletin, grantors and contributors may not rely on this determination after the date of such publication. In addition, if you lose your status as a publicly supported organization and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that the Service had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date such knowledge was acquired.

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

You are required to file Form 990, Return of Organization Exempt From Income Tax, only if your gross receipts each year are normally more than $25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading

Letter [illegible]

ing to indicate that your annual gross receipts are normally $25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of $10 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed $5,000 or 5 percent of your gross receipts for the year, whichever is less. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Evidence submitted with your application indicates that you may engage in lobbying activities. Section 501(c)(3) of the Code specifically prohibits lobbying as a substantial part of your activities. If you do not wish to be subject to the test of substantiality under section 501(c)(3), you may elect to be covered under the provisions of section 501(h) of the Code by filing Form 5768, Election/Revocation of Election by an Eligible Section 501(c)(3) Organization to Make Expenditures to Influence Legislation. Section 501(h) establishes ceiling amounts for lobbying expenditures.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

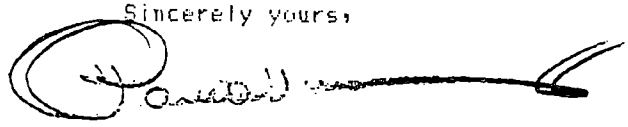
Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

MARINE RESOURCES COUNCIL OF EAST

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



Paul Williams
District Director

Enclosure(s):
Addendum
Form 872-C

Letter 1 x (1/10).

MARINE RESOURCES COUNCIL OF EAST

If your organization conducts fund-raising events such as benefit dinners, auctions, membership drives, etc., where something of value is received in return for contributions, you can help your donors avoid difficulties with their income tax returns by assisting them in determining the proper tax treatment of their contributions. To do this you should, in advance of the event, determine the fair market value of the benefit received and state it in your fund-raising materials such as solicitations, tickets, and receipts in such a way that your donors can determine how much is deductible and how much is not. To assist you in this, the Service has issued Publication 1391, Deductibility of Payments Made to Charities Conducting Fund-Raising Events. You may obtain copies of Publication 1391 from your local IRS Office. Guidelines for deductible amounts are also set forth in Revenue Ruling 67-246, 1967-2 C.B. 104 and Revenue Procedure 90-12, 1990-1 C.B. 471.

Letter 1050(DO/CG)

Internal Revenue Service

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: March 23, 2001

Marine Resources Council of East Florida Inc
270 Paint St
Rockledge, FL 32955-5804

Person to Contact:
Paul Perry 31-07423
Customer Service Representative
Toll Free Telephone Number:
8:00 a.m. to 8:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
59-3030066

Dear Sir or Madam:

This letter is in response to your request for a copy of your organization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in March of 1991 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in section 509(a)(2).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of $20 a day, up to a maximum of $10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Marine Resources Council of East Florida Inc
59-3030066

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. You are also required to make available for public inspection a copy of your organization's exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of $20 a day for each day you do not make these documents available for public inspection (up to a maximum of $10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

John E. Ricketts

John E. Ricketts, Director, TE/GE
Customer Account Services

Legislation Details (With Text)

File #:	20-139	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	2/25/2020			**In control:**	City Council
On agenda:	3/25/2020			**Final action:**	
Title:	Approve the Guaranteed Maximum Price (GMP) Proposal from Wharton-Smith, Inc. (WSI), Sanford, Florida, for the Construction Phase Services for the Chemical Conversion and Reliability Improvements Project (CCRIP) at the Dyal Water Treatment Plant, Project No. WS1404; To Authorize the City Manager to Execute the GMP Amendment #1 to the Master Service Agreement with WSI for Construction Manager at Risk (CMAR) Services. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Cocoa Wharton-Smith Master Services Agreement (CMAR Services).pdf WS Quote 2019-01 - CCRIP Quote Form.pdf GMP Amendment and Proposal CCRIP.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 25, 2020
Agenda Date: March 25, 2020
Prepared By: Katherine Ennis, P.E., Utilities Deputy Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve the Guaranteed Maximum Price (GMP) Proposal from Wharton-Smith, Inc. (WSI), Sanford, Florida, for the Construction Phase Services for the Chemical Conversion and Reliability Improvements Project (CCRIP) at the Dyal Water Treatment Plant, Project No. WS1404; To Authorize the City Manager to Execute the GMP Amendment #1 to the Master Service Agreement with WSI for Construction Manager at Risk (CMAR) Services

BACKGROUND:

The CCRIP Project at the Dyal WTP is a major capital improvement project and the scope of work includes chlorine gas and anhydrous ammonia conversions, installation of a redundant 54-inch pump discharge transmission main and associated flow meter and vault, separation of high speed service pumps into a new building, and plant site improvements to include a new training building, modifications to the plant main entrance road, improvements to main entrance security, other security improvements, and associated drainage improvements.

The City of Cocoa has chosen to utilize the Construction Manager at Risk project delivery method for the CCRIP project. As part of this delivery method Wharton-Smith, Inc. (WSI) was brought on board

during the design of the project to provide preconstruction services. These services supported the City's Design Engineer in developing the design and help to minimize change orders during the construction portion of the project. The preconstruction services phase of the CCRIP project has completed and WSI has presented to the City a Guaranteed Maximum Price Proposal for the construction portion of the project.

The GMP Proposal includes a statement of the cost of the construction work organized by trade categories and includes allowances, bond and insurance costs, project construction contingency (3%), General Conditions Fee, and Contractor's Fee. The GMP Proposal is based upon the drawings and specifications and the Contract Documents.

Staff has reviewed the GMP proposal and recommends approval of the GMP Proposal with WSI for the Construction Phase Services for the CCRIP at the Dyal Water Treatment Plant.

This is a bond funded project.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$20,343,146
Account Number	426-4055-536.63-00, WS1404
Account Name	Infrastructure
Source of Funds:	Series 2018B Bond

PREVIOUS ACTION:

On October 24, 2018, City Council approved the Final Ranking of the Firms for RFQ-19-04-COC, Construction Manager at Risk (CMAR) Services for Water and Wastewater Plant Project and authorized the City Manager and City Attorney to Negotiate and Execute a Multi-Year Contract with the Three Top-Ranked Firms; Wharton-Smith, Inc., Garney Companies, Inc., and Petticoat-Schmitt Civil Contractors, Inc.

On February 27, 2019, City Council approved the Scope of Services with Wharton-Smith, Inc., Sanford, Florida, for the Construction Manager at Risk (CMAR) Services for the Chemical Conversion and Reliability Improvements Project (CCRIP) at the Dyal Water Treatment Plant, Project No. WS1404, and approved as a multi-year contract.

RECOMMENDED MOTION:

To Approve the Guaranteed Maximum Price (GMP) Proposal from Wharton-Smith, Inc. (WSI), Sanford, Florida, for the Construction Phase Services for the Chemical Conversion and Reliability

Improvements Project (CCRIP) at the Dyal Water Treatment Plant, Project No. WS1404; To Authorize the City Manager to Execute the GMP Amendment #1 to the Master Service Agreement with WSI for Construction Manager at Risk (CMAR) Services.

MASTER SERVICES AGREEMENT
Construction Manager at Risk (CMAR) Services for
Specified Water and Wastewater System Projects

THIS AGREEMENT is made and entered into as of the Effective Date (as defined below) by and between the **CITY OF COCOA**, a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **WHARTON-SMITH, INC.**, a Florida corporation ("Construction Manager"), whose principal address is 750 Monroe Road, Sanford, Florida 32771.

WITNESSETH:

WHEREAS, the City desires to obtain construction manager at-risk (CMAR) services to include pre-construction and construction phase services for identified projects for the City's water and wastewater systems from time to time and on an as-needed, project-specific 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 specifically for the projects that are identified in RFQ #Q-19-04-COC and set forth herein; and

WHEREAS, Construction Manager participated in the selection and negotiation process under RFQ #Q-19-04-COC and desires to provide CMAR services if the City assigns one or more of the identified projects to the Construction Manager after the effective date of this Agreement; and

WHEREAS, Construction Manager is willing to provide such CMAR services to the City under the terms and conditions stated herein; and

WHEREAS, the City is willing to place Construction Manager on its list of pre-approved CMAR services consultants for the aforementioned projects.

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

1.1 "Agreement" shall refer to this Master Services Agreement, as may be amended from time to time, which shall constitute authorization for Construction Manager to provide CMAR services approved on an individual basis by the City.

1.2 "Assigned Project" means each individual Project for which Construction Manager is assigned by the City to provide Services pursuant to the project bidding procedure set forth in Paragraph 4.1 of this Agreement.

1.3 "Change Order" shall mean a written order signed by the City authorizing an addition, deletion, or revision in the Work or adjustment in the contract price or time.

1.4 "Construction Manager" shall mean Wharton-Smith, Inc., a Florida corporation, and its principals, employees, and resident project representatives (and assistants).

1.5 "Contract Documents" consist of the following items, including all modifications thereof, incorporated into the documents before their execution: this Agreement; Notice to Firms; Instructions to Bidders; Special Provisions; GMP Amendment; Technical Specifications; Proposal; Performance/Payment Bond; Drawings; and Addenda pertaining to the contract.

1.6 "Contractor's Fee" is the Construction Manager's profit for the construction phase work for each Project, expressed as a percentage of the cost of construction.

1.7 "Design Engineer" means the engineering team retained by the City to create the design and specifications for the Project. The Design Engineer is the Engineer of Record for the Project.

1.8 "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.

1.9 "GMP Amendment" is a document that outlines the scope of the Work, the technical documents, assumptions, clarifications, technical exclusions, the project schedule, and the GMP Proposal for the Project. The executed GMP Amendment shall automatically become part of the Contract Documents and shall establish the GMP, key supervisory personnel for the Project, the contract duration for the Project, liquidated damages dollar amount per calendar day, and all required bond and insurance documents.

1.10 "GMP Proposal" is a price proposal that includes the Construction Manager's General Conditions Fee, cost of the construction Work, payment and performance bond costs, building permit allowance, insurance costs, project construction contingency, and Contractor's Fee. The GMP Proposal shall be based on the drawings and specifications and the Contract Documents.

1.11 "Guaranteed Maximum Price" or **"GMP"** is the construction price agreed to between the Construction Manager and the City (as set forth in the GMP Amendment) and is the maximum total Project price that the Construction Manager guarantees not to exceed for the Construction Phase of the Assigned Project. It shall not include the services rendered during the Pre-Construction Phase.

1.12 "General Conditions Fee" is the overhead for services for the Construction Phase, exclusive of physical construction, expressed as a percentage of the cost of the construction Work.

1.13 "Open-Book Process" is the process used for establishing costs and subsequent GMP. The process requires the cost to be developed in a completely transparent manner, with no hidden costs or inflated amounts. Transparency means full, confidential disclosure of all the details and can include third party verification, if required. Construction estimates should be based on the actual cost of the Work. This can mean actual labor, expenses, materials, equipment, and

production rates for the self-performed scope, combined with stand-alone subcontractor quotes obtained via best-value, competitive bidding approach.

1.14 "Project(s)" means only those projects that were identified in RFQ #Q-19-04-COC, as listed in Paragraph 3.1 of this Agreement.

1.15 "Project Manager" is the person designated by the City to provide direct interface with the Construction Manager with respect to the City's responsibilities, as identified on the specifications for each Project.

1.16 "Project Site" is the location of the Project, as identified on the specifications for each Project.

1.17 "Project Team" is comprised of the Construction Manager, the City, and the Design Engineer.

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

1.19 "Subcontractor" includes only those having a direct contract with the Construction Manager, and includes one who furnished material worked to a special design according to the plans or specifications of this Work, but does not include one who merely furnishes material not so worked.

1.20 "Value Engineering" is a project evaluation technique used during the Pre-Construction Phase that seeks to reduce costs and/or increase value by analyzing the functional requirements of a Project's materials, methods, components, and subsystems consistent with specified performance, reliability, maintainability, aesthetic, safety, and security criteria to ensure that it provides the best use of available Project funds.

1.21 "Work" or **"Services"** shall be used interchangeably and shall include the performance of the work agreed to by the parties for each Assigned Project, consistent with the projects described in Paragraph 3.1 of this Agreement. Work includes labor or materials or both, equipment, transportation, or other facilities necessary to complete the contract.

2.0 TERM OF AGREEMENT

2.1 The term of this Agreement shall commence on the Effective Date and shall continue until the completion of the Projects described in Section 3.1 below, unless earlier terminated pursuant to the terms of this Agreement. Unless otherwise specified in a notice of termination, any Assigned Project in effect at the termination of this Agreement shall remain in effect until completion of said Assigned Project, and all of the terms and conditions of this Agreement shall survive until completion of all Assigned Projects.

3.0 GENERAL DESCRIPTION OF SERVICES

3.1 Projects. The Projects for which Construction Manager may be assigned by the City to provide services under this Agreement are limited to the following:

Water Projects

The Claude H. Dyal Water Treatment Plant (Dyal WTP) consists of a surface water treatment plant with a rated capacity of 12 MGD, expandable to 24 MGD, and a fully built out ground water treatment plant rated to treat 60 MGD. Average daily flows from the Dyal WTP annually are approximately 22.7 MGD. The disinfection system in place utilizes 4 ammoniators and 11 chlorinators, with associated storage and supply systems.

A. Chemical Conversion and Reliability Improvements Project
   - Chlorine gas and anhydrous ammonia conversions at the Dyal WTP.
   - Installation of a redundant 54-inch pump discharge transmission main and associated flow meter and vault. Included in this portion of work are new Generator and High Service Pump Buildings to include; associated mechanical piping, flow meter and vault, controls, piping connecting transfer pump line to suction line, new emergency generators, and refurbishment and relocation of the existing high service pumps #2 and #3.
   - Addition of a pressurized water main to create a loop to feed the existing 8 inch main loop on the south half of the plant site.
   - Plant site improvements to include a new maintenance/training building, modifications to the plant main entrance road, improvements to main entrance security, other security improvements, and associated drainage improvements.

B. Banana River Pump Station Improvements
   - Replacement of the two existing 2MG tanks at the Banana River Tank Site
   - Improvement to the chemical feed systems

C. Viera Pump Station Chloramination Conversion
   - Change existing chlorination system to a chloramination system to include new chemical injection system and associated infrastructure

D. Groundwater Filter Effluent Pipe Connection to Surface Water Clearwell
   - Connection of the groundwater filter effluent to the new surface water clearwell effluent pipe

E. Improvements to the Ozone System at the Dyal WTP
   - Chiller Replacement and Generator Improvements
   - Improvements to the Ozone System Contactor

F. Re-Carbonation Basin Expansion, Reconfiguration, and Improvements

G. Installation of third Sulfuraetor and Multipurpose Building at the Wewahootee site

H. Replacement of Dyal Finished Water 5MG Steel Ground Storage Tank

I. Surface Water (SW) Dewatering Improvements
   - Update of the SW polymer feed system and associated controls.
   - Building improvements to include HVAC and structural repairs

J. Rehabilitation of the Lime Residual Gravity Thickener Nos. 1, 2, and 3
   - Complete replacement of Gravity Thickener No. 3
   - Rehabilitation of Gravity Thickener Nos. 1 and 2
   - Dewatering Storage Improvements
   - Building Improvements

K. Wellfield Security Improvements
   - Increased security of our western wells to include fencing, cameras, lighting, and motion sensors.
   - Includes associated fiber installation

Wastewater Projects

The Jerry Sellers WRF is a 4.5 MGD AADF biological nutrient removal (BNR) facility providing tertiary treatment to allow wastewater effluent to be reclaimed for use in landscape irrigation. The BNR process is a modified five-stage Bardenpho process designed to remove carbonaceous biological oxygen demand (CBOD5), total nitrogen, and total phosphorus. Secondary clarification and tertiary filtration are provided to remove total suspended solids (TSS), followed by disinfection.

A. Biosolids Improvements Project
   - Improvements to the Jerry Sellers WRF biosolids treatment, including the replacement of existing belt filter presses and improvements to the existing building, addition of Aerobic Digester No. 3, and the replacement of the Aerobic Digester Blowers.

B. Chemical Storage Relocation
   - Relocating the chemical storage and feed facilities for greater control and automation of the process.

C. Internal Recycle Pump Replacement

D. Local Control Panel (LCP) # 1 Rehabilitation

E. Reclaimed Water Pump Replacements

F. Replacement of Motor Control Center (MCC) #7 and #8

G. Transfer Pump Replacements

H. Construction of valve vault and replacement of valves located near the digesters

The above are general descriptions of the Projects and will be further defined and clarified by the City during the term of this Agreement.

3.2 Definition of Services. The Construction Manager agrees to furnish its best skill and judgment and to cooperate with the Design Engineer, where applicable, in furthering the interests of the City. The Construction Manager agrees to furnish efficient business administration and superintendence and to use its best efforts to complete each Assigned Project in an expeditious and economical manner consistent with the interests of the City. The Construction Manager agrees to furnish construction services as set forth herein and required for completion of each Assigned Project on a guaranteed maximum price basis. The Construction Manager represents that it is thoroughly familiar with and understands the requirements of the referenced Projects and that it is experienced in the administration and construction of building projects of the types and scopes referenced above. The Construction Manager represents to the City that it has all necessary construction education, skill, knowledge, and experience required for these Projects and will maintain, at all times during the term of this Agreement, such personnel on its staff to provide the Services contemplated hereby within the time periods required for each Assigned Project. In addition, Construction Manager represents that it has, and all of the Subcontractors performing Services under this Agreement will have, all applicable licenses required by the State of Florida to perform such Services. The Construction Manager acknowledges that it is not guaranteed nor entitled to provide services to the City in connection with any particular Project by virtue of entering into this Agreement with the City and that the City may, in its sole discretion, decline to assign any Project to Construction Manager.

3.3 Project Team. The Construction Manager, the City, and the Design Engineer will work as a team through construction completion of each Assigned Project. The Construction Manager shall provide leadership to the Project Team on all matters relating to construction. The Design Engineer will provide leadership to the Project Team on all matters relating to design. When performing any Services under this Agreement, the Construction Manager shall utilize the key personnel described in the GMP Amendment. In the event any such personnel discontinue employment with Construction Manager, Construction Manager shall promptly replace such personnel with individuals approved by the City, in writing, which approval will not be unreasonably withheld.

3.4 Project Schedule/Time of the Essence. For each Assigned Project, the Construction Manager will provide the City with a preliminary schedule covering the Pre-Construction and Construction Phases. This preliminary schedule shall serve as the framework for the subsequent development of all detailed construction schedules described in this Agreement or the Contract Documents. The Construction Manager shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the Assigned Project schedule, subject to delays in the schedule not the fault of the Construction Manager or its Subcontractors. Time is of the essence in the performance of this Agreement.

3.5 Preparation/Sufficiency of Site. The Construction Manager 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 Assigned

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 Assigned Project; (iii) familiarize itself with the City's layout and design requirements, conceptual design objectives, and budget for the Assigned Project; (iv) familiarize itself with pertinent Assigned Project dates, including the Assigned Project schedule; (v) review and analyze all Assigned 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 Assigned Project. If the Assigned Project involves modifications to any existing structure(s) or other man-made feature(s) on the Project Site, the Construction Manager shall also review all as-built and record drawings, plans, and specifications of which the Construction Manager has been informed by the City, and shall thoroughly inspect the existing structure(s) and man-made feature(s) to identify existing deficiencies and ascertain the specific locations of pertinent structural components. Claims by the Construction Manager resulting from its failure to familiarize itself with the Project Site or pertinent documents shall be deemed waived.

3.6 Contract Documents. The Contract Documents are complementary, and what is called for by any one shall be as biding as if called for by all. The intent of the Contract Documents is to include all labor, materials, equipment, transportation, and incidentals necessary for the proper and complete execution of the Work for each Assigned 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.

3.7 Priority of Documents. In the event of discrepancies among the Contract Documents, priority shall be given in the following order:

First	GMP Amendment
Second	This Agreement, including all Exhibits
Third	Proposal
Fourth	Special Provisions
Fifth	Instructions to Bidders
Sixth	Technical Provisions
Seventh	Drawings
Eighth	Performance and Payment Bonds

4.0 CITY'S DUTIES, OBLIGATIONS & RESPONSIBILITIES

4.1 Project Information; Bidding. When a Project is developed by the City, it will notify the Construction Manager of the Project in the form of a bid document and will supply relevant information concerning the Project (for example, specifications, design drawings, sketches, schedule expectations, and budget). Construction Manager will be given the opportunity to submit a proposal based on the Project information supplied by the City. The proposal shall include the Construction Manager's Pre-Construction Phase Services Fee (lump sum amount), General Conditions Fee (percentage of the estimated cost of construction), Contractor's Fee

(percentage of the estimated cost of construction), and insurance and bond costs (percentage of the estimated cost of construction). Construction Manager's response time for developing a proposal when notified of a Project will be based on the type of work to be assigned and will be stipulated by City in the bid document. If a site visit is required for the Project, the City shall state that in the bid document to Construction Manager.

The City will review the proposals submitted and select based on the lowest, most responsive bid. Upon selection, the City will issue (i) a Notice to Proceed and (ii) an executed City purchase order to Construction Manager.

4.2 City's Budget. The City shall establish and update a budget for each Project, including the amount allocated for construction, the City's other costs, and reasonable contingencies related to these costs as appropriate.

4.3 City's Representative. The City shall designate a Project Manager as its representative authorized to act on its behalf with respect to each Project.

4.4 Reservation of Rights; No Guarantee. The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other construction management companies to provide professional services. The City does not guarantee that any Work will be assigned to Construction Manager under this Agreement. The City reserves the right to assign or contract for professional services with any party in its sole discretion. No provision of this Agreement shall be construed to require the City to assign any Work or Project to Construction Manager under this Agreement.

4.5 Time for Performance. The City shall review and approve or take other appropriate action on all design submittals within the timeframes set forth in the Assigned Project schedule.

4.6 Purpose of City's Review. 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 each Assigned Project. No review, inspection, or approval by the City of such Work or documents shall relieve the Construction Manager 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 Construction Manager 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 Construction Manager 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 Design Engineer to the Construction Manager if the City becomes aware of any fault or defect in the Assigned Project or non-conformance with the Contract Documents.

4.7 Status of City. 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 Construction Manager, for any of the foregoing purposes, be deemed the agent of the City.

4.8 City's Utilities. The Construction Manager shall be responsible to provide and pay for consumption of, and connections to, utilities required for temporary service and construction unless otherwise directed by the City.

5.0 CONSTRUCTION MANAGER'S SERVICES. The Construction Manager's Services to be provided hereunder shall include, but are not limited to, those described or specified herein. The services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned.

5.1 General Project Services. For each Assigned Project, the Construction Manager agrees to:

a. Identify a representative authorized to act as the project manager on behalf of the Construction Manager. This person shall be designated at the beginning of the Pre-Construction Phase and shall be the project manager through completion of the Construction Phase. The designee will need to be approved by the City and no substitutions will be allowed without prior written approval by the City.

b. Provide all services required to professionally complete the Work in an expeditious and economical manner consistent with the Contract Documents and the best interests of the City.

c. Endeavor to develop, implement, and maintain, in consultation with the City, Design Engineer, and subcontractors, a spirit of cooperation, collegiality, and open communication among the parties so that the goals and objectives of each are clearly understood, potential problems are resolved promptly, and, upon completion, the Assigned Project is deemed a success by all parties.

d. Perform the Services in accordance with schedule requirements.

e. Participate in, and cooperate with, design phase, construction phase, and post-occupancy commissioning, validation, and other quality assurance and quality control processes.

f. Complete all Work by the required date of substantial completion. The Construction Manager shall submit an initial construction schedule within the timeframe set by the City; a final construction schedule with the GMP Proposal; and revised construction schedules in accordance with the Contract Documents. The construction shall complement, and shall not conflict with, the design schedule.

g. Comply with City's policies, project management guides, and all requirements of the Contract Documents.

h. Expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the City agrees to procure any items prior to the establishment of the GMP pursuant to Section 5.5 below, the City shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the GMP, the City shall assign all contracts for these items to the Construction Manager, and the Construction Manager shall thereafter accept responsibility for them.

5.2 Pre-Construction Phase Services.

a. Scope of Services. The Construction Manager's Pre-Construction Phase Services for each Assigned Project will be set forth in the "Scope of Services" section of the Instruction to Bidders for the Project.

b. Commencement of Services. Construction Manager shall commence performance of Pre-Construction Phase Work within ten (10) days after receipt from the City of both the executed purchase order and the Notice to Proceed. The Pre-Construction Phase shall be complete once the GMP Proposal has been submitted by the Construction Manager, approved by the City, and made a part of the Contract Documents. The GMP Proposal shall be submitted at the ninety percent (90%) design phase, which shall be dictated by the design schedule.

c. Project Kick-Off Meeting. Within ten (10) calendar days following receipt of the Notice to Proceed/original purchase order, a mandatory project kick-off meeting will be held with the City and Design Engineer to discuss the Pre-Construction Phase Work and support of the City's Design Engineer in developing the design.

5.3 Guaranteed Maximum Price Proposal.

a. At ninety percent (90%) completion, the Construction Manager shall prepare a GMP Proposal for the City's review and acceptance. The GMP Proposal shall include the Construction Manager's General Conditions fee, cost of the construction Work, payment and performance bond costs, building permit allowance, insurance costs, project construction contingency, and Contractor's Fee. The GMP Proposal shall be based upon the drawings and specifications and the Contract Documents.

b. The GMP will include an amount agreed upon by the City and Construction Manager as a contingency to be used to pay for unforeseeable conditions. Unforeseeable condition expenditures require prior written consent of the City before execution of the work.

c. The Construction Manager shall include with the GMP Proposal a written statement of its basis, which shall include the following:

(i) A list of the drawings and specifications, including all addenda thereto, and the conditions of the contract;

(ii) A list of the clarifications and assumptions made by the Construction Manager in preparation of the GMP Proposal, including assumptions, permits, bonds, insurance, and all items required to complete the Project, to supplement the information provided by the City and contained in the drawings and specifications;

(iii) A statement of the proposed GMP, including a statement of the estimated cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's fee;

(iv) The anticipated construction schedule and date of substantial completion upon which the proposed GMP is based; and

(v) A mutually agreeable date by which the City must accept the GMP.

d. The Construction Manager shall meet with the City to review the GMP Proposal. In the event that the City discovers any inconsistencies or inaccuracies in the information presented, it shall promptly notify the Construction Manager, who shall make appropriate adjustments to the GMP Proposal, its basis, or both.

e. If the City notifies the Construction Manager that the City has accepted the GMP Proposal in writing by the date specified in the GMP Proposal, the GMP Proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of the GMP, the City and the Construction Manager shall execute the GMP Amendment. The GMP Amendment shall outline the scope of Work, the technical documents, any assumptions, clarifications, or technical exclusions, the Assigned Project schedule, liquidated damages dollar amount per day, and the GMP Proposal for the Assigned Project.

f. The Construction Manager shall not incur any cost to be reimbursed associated with the Construction Phase of the Work prior to the commencement of the Construction Phase, unless the City provides prior written authorization for such costs.

g. The City shall authorize the Design Engineer to provide the revisions to the drawings and specifications to incorporate any agreed-upon assumptions and clarifications contained in the GMP Amendment. The City shall promptly furnish those revised drawings and specifications to the Construction Manager as they are revised. The Construction Manager shall notify the City of any inconsistencies between the GMP Amendment and the revised drawings and specifications.

5.4 Construction Phase Services.

a. Scope of Services. The Construction Manager's Construction Phase Services for each Assigned Project will be set forth in the "Scope of Services" section of the Instruction to Bidders for the Project.

b. Commencement of Services. Construction Manager shall commence performance of Construction Phase Work upon the City's acceptance of the Construction Manager's GMP Proposal and the execution of the GMP Amendment. The commencement and completion time of the Construction Phase of the Work and the liquidated damages dollar amount per calendar day shall be included in the GMP Amendment.

c. Construction Phase Conference. Within twenty (20) days after the effective date of the GMP Amendment, but before the Construction Manager starts the Construction Phase, a mandatory pre-construction conference will be held at the Project Site for review and acceptance of the schedules, to establish procedures for handling shop drawings and other submittals and for processing applications for payment, and to establish a working understanding among the parties as to the Work

5.5 Direct Purchase Program. The City may elect to implement a direct purchase program whereby it may purchase materials and equipment included in any subcontractor's bid for a portion of the Work directly from the supplier of such materials or equipment in order to achieve sales tax savings. Such materials and equipment are referred to as "Direct Purchase Materials." If City elects to implement a direct purchase program, it shall so notify Construction Manager in writing, and the terms of this paragraph shall govern, along with City's policies on the subject in effect at the time Construction Manager commences construction of the Assigned Project. The minimum value for a direct purchase shall be $100,000. The Construction Manager shall obtain Builder's Risk insurance on the Direct Purchase Materials naming the City as the insured or an additional insured, provided City shall reimburse Construction Manager for the cost of such insurance as provided by this Agreement. Construction Manager shall be responsible for safeguarding all Direct Purchase Materials on the Project Site on City's behalf.

6.0 CONTRACT SUM.

6.1 Payments to Construction Manager. The City will pay the Construction Manager as follows, with the specific amounts and/or percentages to be set forth on each Assigned Project-specific proposal as agreed to and accepted by the City.

a. Pre-Construction Services Fee. The fixed fee for the Construction Manager's Pre-Construction Services, which fee includes all direct and indirect costs incurred by the Construction Manager in the proper performance of the Pre-Construction Services.

b. General Conditions Fee. The General Conditions Fee for the Construction Phase, exclusive of physical construction, expressed as a percentage of the cost of the Construction Phase Work for the Project.

c. Contractor's Fee. The Construction Manager's profit for the Construction Phase Work, expressed as a percentage of the cost of construction Work for the Assigned Project.

d. Bonds. The Construction Manager's performance and payment bonds as required by the Contract Documents, expressed as a percentage of the cost of construction Work for the Assigned Project.

e. Insurance. The Construction Manager's insurance costs for the Project as required by the Contract Documents, expressed as a percentage of the cost of construction Work for the Assigned Project.

6.2 Guaranteed Maximum Price. The GMP is the construction price agreed to between the Construction Manager and the City (as set forth in the GMP Amendment) and is the maximum total price that the Construction Manager guarantees not to exceed for the Construction Phase of the Assigned Project. The GMP does not include the services rendered during the Pre-Construction Phase.

a. The GMP Amendment is a document that outlines the scope of the Work, the technical documents, assumptions, clarifications, technical exclusions, Project schedule, and GMP Proposal for the Assigned Project. The executed GMP Amendment shall automatically become a part of the Contract Documents and shall establish the GMP, the key supervisory personnel for the Assigned Project, the contract duration for the Assigned Project, liquidated damages dollar amount per day, and all required bond and insurance documents.

b. If the City and the Construction Manager are unable to agree on a GMP for the Construction Phase, the City shall terminate this Agreement as to that Assigned Project and direct the Design Engineer to complete the design and prepare construction drawings and specifications for public bidding of the Construction Phase of the Project. The Construction Manager shall not be permitted to submit a bid for the public bidding of the Construction Phase of the Project.

c. The Construction Manager guarantees that the contract sum (exclusive of the Pre-Construction Services Fee) shall not exceed the GMP set forth in the GMP Amendment, as it may be modified from time to time. To the extent the cost of the Work exceeds the GMP, the Construction Manager shall bear such costs in excess of the GMP without reimbursement or additional compensation from the City.

d. The GMP is subject to additions and deductions by Change Order as provided in the Contract Documents, and the dates of substantial and final completion shall be subject to adjustment as provided in the Contract Documents.

6.3 Construction Manager's Contingency.

a. The Construction Manager's contingency, established in the GMP, may be utilized, with the City's concurrence, for the following reasons:

(i) errors and omissions in the Construction Manager's bidding and scoping processes;

(ii) reasonable schedule recovery;

(iii) means, methods, and materials reasonably inferred from the Contract Documents;

(iv) subcontractor non-performance or default;

(v) Work not included in the Contract Documents that is necessary to cause the Assigned Project to conform to applicable building codes but was not identified as missing during the review of Contract Documents (through no fault of the Construction Manager), but expressly excluding any legal costs and expenses, including, without limitation, attorneys' fees and costs, associated with the Assigned Project;

(vi) other costs incurred by the Construction Manager that are not cost of the Work or General Conditions cost, for provision of management services necessary to complete the Assigned Project in an expeditious and economical manner consistent with the Contract Documents and the best interests of the City, but expressly excluding any legal costs and expenses, including, without limitation, attorneys' fees and costs, associated with the Assigned Project.

b. If upon completion of seventy-five percent (75%) of the Work, the remaining amount of contingency exceeds one-half of the amount of the initial post-buyout contingency, such excess shall be transferred via Change Order to the City.

6.4 Buyout Savings.

a. If Construction Manager receives bids for portions of the Work that are less than the amounts budgeted in the GMP proposal approved by City for such portions of the Work, such buyout savings shall first be utilized to offset shortfalls on other bid packages.

b. If, after offsetting any shortfalls, buyout savings remain, at the time provided in the Project schedule for the award of subcontracts, all buyout savings shall be returned to the City via "no cost" Change Order.

c. Use of Buyout Savings/Sales Tax Savings. The net amount of buyout savings and savings from City's purchase of Direct Purchase Materials may be utilized by the City for the following or other reasons:

(i) City's or Design Engineer's requested changes;

(ii) additive bid alternates and deductive credits;

(iii) design errors or omissions in the Contract Documents that were not detected by the Construction Manager through no fault of Construction Manager, including Work necessary to cause the Assigned Project to conform to applicable building codes;

(iv) differing/unforeseen existing conditions, as permitted by the Contract Documents.

6.5 Changes to the Guaranteed Maximum Price.

a. If the GMP has been established and when a specific bidder (i) is recommended to the City by the Construction Manager, (ii) is qualified to perform that portion of the Work, and (iii) has submitted a bid that conforms with the requirements of the Contract Documents without reservations or exceptions, but the City requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the construction schedule and the GMP by the difference between the bid of the person or entity recommended to the City by the Construction Manager and the amount and time requirement of the person or entity designated by the City.

b. Any changes to the scope of work that occur after the approval of the GMP Proposal will be addressed via the Change Order process.

6.6 Progress Payments. Partial payments calculated from completed Work in place and acceptable to the City at the unit bid prices or agreed-upon schedule of values will be made on or about the fifteenth (15^{th}) of each month on pay estimates based on the previous month's progress. The Construction Manager shall, after the first of each month, submit an invoice for materials used and Work performed for the previous month. A form of pay estimate, stating that the bill is fair and equitable and in exact accord with contract prices, will be utilized for pay purposes. Once the Construction Phase of the Work commences, ten percent (10%) of the amount due and payable to the Construction Manager will be retained from each month's partial payment. Final payment will be accomplished as prescribed in the Contract Documents and will be based on complete Work in place. The Construction Manager shall (i) provide satisfactory evidence that it has acquired title to the materials, that materials have been paid for, and that the material will be used to perform Work for the Assigned Project, and (ii) provide a Consent of Surety for the progress payments.

6.7 Florida Prompt Payment Act. All payments to be made hereunder shall be due and payable as provided by the Florida Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

7.0 GENERAL TERMS AND CONDITIONS

7.1 Detail Drawings and Instructions. The City's Project Manager will furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of the Work. All such drawings and instructions will be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom.

7.2 Copies of Drawings Furnished. Unless otherwise provided in the Contract Documents, the City will furnish to Construction Manager, free of charge, all copies of drawings and specifications reasonably necessary for the execution of the Work.

7.3 Order of Completion. Prior to the start of the Work, Construction Manager shall submit schedules that show the order in which the Construction Manager proposes to carry on the Work with dates at which the Construction Manager will start the several parts of the Work and estimated dates of completion of the several parts. The City's Project Manager may order the schedule to be supplemented or amended as necessary to afford proper continuity of the Work.

7.4 Drawings and Specifications on the Work. The Construction Manager shall keep one copy of all drawings and specifications of the Work in good condition available to the City and its representatives.

7.5 Ownership of Drawings. All drawings, specifications, and copies thereof furnished by the City are its property. They are not to be used on other work and, with the exception of the signed contract set, are to be returned to the City on request, at the completion of the Work.

7.6 Construction Manager's Understanding. It is understood and agreed that at such time as Construction Manager is authorized to proceed with an Assigned Project by the City, the Construction Manager shall carefully examine the Contract Documents and Project Site, satisfy itself as to the nature and location of the Work, the conformation of the ground, the character, quality, and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work under the Contract Documents. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after the execution of this Agreement or the assignment of any Project, shall affect or modify any of the terms or obligations contained in the Contract Documents.

7.7 Materials; Appliances; Employees. Unless otherwise stipulated, the Construction Manager shall provide and pay for all materials, fuel, labor, water, tools, sanitary facilities, power, transportation, and other facilities necessary for the execution and completion of the Work. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. The Construction Manager shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The City of Cocoa proudly supports and encourages buying USA domestic materials. Products incorporated into the Work shall be produced or manufactured in the United States of America as defined by the American Recovery and Reinvestment Act of 2009 (ARRA). This Project is not funded by the ARRA.

The City will not pay for material stored in place.

The Construction Manager shall at all times enforce strict discipline and good order among its employees and shall not employ on the Work any unfit person or anyone not skilled in the work assigned to him.

7.8 Royalties and Patents. The Construction Manager shall pay all royalties and license fees. The Construction Manager shall defend all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof except that the City shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, unless the City has notified the Construction Manager prior to the signing of this Agreement or included in the specifications a proviso that there may be a patented process or product included in the Assigned Project.

7.9 Surveys, Permits, and Regulations. The Construction Manager will furnish all surveys unless otherwise specified. Permits and licenses necessary for the prosecution of the Work shall be secured and paid for by the Construction Manager. The Construction Manager shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the Work as drawn and specified. If the Construction Manager observes that the drawings and specifications are at variance therewith, it shall promptly notify the City in writing and any necessary changes shall be adjusted as provided in the contract for changes in the Work. If the Construction Manager performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations and without such notice to the City, the Construction Manager shall bear all costs arising therefrom.

The Construction Manager shall continuously maintain adequate protection for all of its Work from damage and shall protect the City's property from injury or loss. The Construction Manager shall make good any such damage, injury, or loss. The Construction Manager shall adequately protect adjacent property as provided by law and the Contract Documents and shall provide and maintain all guard fences, lights, and other facilities for protection required by public authority or local conditions.

7.10 Inspection of Work. The City and its representatives shall at all times have access to the Work. The Work will be conducted under the general direction of the City and is subject to inspection by its appointed inspectors to ensure compliance with the terms of the Contract Documents. 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 Construction Manager 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 Construction Manager 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.

Re-examination of requested work may be ordered by the City. If such work is found in accordance with the Contract Documents, the City will pay the cost of re-examination and replacement provided the Construction Manager makes a claim therefor. If such work is found not in accordance with the Contract Documents, the Construction Manager shall pay such cost,

including compensation for professional services, and an appropriate deductive Change Order shall be issued.

7.11 Superintendent Supervision. The Construction Manager shall keep on the Project Site during its progress a competent superintendent satisfactory to the City. The superintendent shall not be changed except with the written consent of the City, unless the superintendent proves to be unsatisfactory to the Construction Manager and ceases to be in its employ. The superintendent shall represent the Construction Manager and all directions given to him shall be binding. Important directions will be confirmed in writing to the Construction Manager. Other directions will be so confirmed on written request in each case.

If the Construction Manager, in the course of the Work, finds any discrepancy between the drawings and the physical conditions of the locality, or any errors or omission in the drawings or in layout as given by points and instruction, it shall be the Construction Manager's duty to immediately inform the City, in writing, and the City will promptly verify the same. Any work done after such discovery, until authorized, will be done at the Construction Manager's risk.

Neither party shall employ or hire any employees of the other party without the other party's consent.

7.12 Changes in the Work. The City, without invalidating the contract, may order extra Work or make changes by altering, adding to, or deducting from the Work, the contract sum being adjusted accordingly. 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:

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

If none of the above methods is agreed upon, the Construction Manager, provided it receives an order as above, shall proceed with the work. In such case and also under case (C), the Construction Manager shall keep and present in such form as the City's Project Manager may direct, a correct account of the net cost of labor and materials, together with vouchers. In any case, the City's Project Manager will certify to the amount, including reasonable allowances for overhead and profit, due to the Construction Manager. Pending final determination of value, payments on account of changes will be made on the City's Project Manager's estimate.

7.13 Claims for Extra Cost. If the Construction Manager 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 in Section 7.12 (Changes in the Work). Claims will not be processed unless filed in writing before any work has commenced.

7.14 Deductions for Uncorrected Work. If the City's Project Manager deems it inexpedient to correct work injured or done not in accordance with the Contract Documents, an equitable deduction from the contract price will be made therefor by Change Order.

7.15 Delays and Extensions of Time. If the Construction Manager is delayed at any time in the progress of the Work by an act of neglect of the City or of its employees, or by any other contractor employed by the City, or by changes ordered in the Work or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Construction Manager's control, or by delay authorized by the City's Project Manager pending arbitration, or by any cause which the City's Project Manager may decide to justify the delay, then the time of completion will be extended for such reasonable time as the City's Project Manager may decide.

No such extension will be made for delay occurring more than seven (7) days before the claim is made in writing to the City's Project Manager. In the case of a continuing cause or delay, only one claim is necessary.

If no schedule or agreement stating the dates upon which drawings shall be furnished is made, then no claim for delay will be allowed on account of failure to furnish drawings until two (2) weeks after demand for such drawings and not then unless such claim be reasonable.

Notwithstanding the above, an extension of contract time, so granted, shall be the Construction Manager's sole and exclusive remedy for delay, disruption, interference, inefficiency, acceleration, hindrance, and costs thereto.

7.16 Correction of Work before Final Payments. The Construction Manager shall promptly correct all work condemned by the City's Project Manager as failing to conform to the Contract Documents, shall promptly replace and re-execute its own Work in accordance with the Contract Documents and without expense to the City, and shall bear the expense of making good all Work.

If the Construction Manager does not correct such condemned Work and material within ten (10) working days' time as fixed by written notice (punch list), the City may correct it at the expense of the Construction Manager. If the Construction Manager does not pay the expense of such correction within ten (10) days thereafter, the City may, upon ten (10) days written notice, deduct all the cost and expenses that should have been borne by the Construction Manager.

7.17 Suspension of Work. The City may at any time suspend the Work or any part thereof, by giving five (5) days' notice to the Construction Manager in writing. The Work shall be resumed by the Construction Manager within ten (10) days after the date fixed in a written

notice to resume the Work from the City to the Construction Manager. The City will reimburse the Construction Manager for expenses incurred in connection with the Work under the Contract Documents as a result of such suspension unless the suspension was ordered by the City's Project Manager to enforce the terms of the Contract Documents or for any violation of the Contract Documents.

7.18 City's Right to Reassign Work. If the Construction Manager should neglect to prosecute the Work properly or fail to perform any provision of the Contract Documents, the City, after three (3) days written notice to the Construction Manager, may, without prejudice to any other remedy it may have, make good such deficiencies at the Construction Manager's expense.

7.19 Removal of Equipment. In the case of annulment of this Agreement as to any Assigned Project before completion, from any cause whatever, the Construction Manager, if notified to do so by the City, shall promptly remove any part or all of its equipment and supplies from the property of the City, failing which the City will have the right to remove such equipment and supplies at the expense of the Construction Manager, and the City shall have the right to store such equipment and supplies at the Construction Manager's expense. The City shall incur no liability to the Construction Manager for loss or damage to the supplies and equipment so removed and/or stored.

7.20 Use of Completed Portions. The City will have the right to take possession of and use any substantially completed portion of the Work, notwithstanding the fact that the time for completing the entire Work or such portions may not have expired, but such taking possession and use will not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the Work, the Construction Manager will be entitled to such extra compensation, or extension of time, or both, as the City's Project Manager may determine.

7.21 Payments Withheld. The City may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any payment request to such an extent as may be necessary to protect itself from loss on account of:

A. Defective work not remedied.
B. Claims filed or reasonable evidence indicating probable filing of claims.
C. Failure of the Construction Manager to make payment properly to Subcontractors or for materials or labor.
D. The City's Project Manager's opinion that the contract cannot be completed for the balance then unpaid.
E. Failure to maintain adequate progress.

When the above grounds are removed, payment will be made for amounts withheld because of them.

7.22 Safety and Protection. The Construction Manager shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the

Work. The Construction Manager shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

A. All employees on the Project Site and other persons who may be affected thereby.
B. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Project Site.
C. Other property at the Project Site or adjacent thereto.

Construction Manager 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, Construction Manager 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 the City's Safety and Loss Control Program.

7.23 Damages. Any claim for damage arising under the Contract Documents shall be made in writing to the party liable within ten (10) days after the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work or materials.

7.24 Liens. Anything contained in any of the Contract Documents notwithstanding, all progress payments and the final payment shall be paid by the City to the Construction Manager in compliance with the provisions of the Laws of Florida. The City shall withhold ten percent (10%) of the amount of each progress payment. The last payment due under the Contract Documents shall be paid by the City to the Construction Manager only after the Construction Manager has furnished the City with an affidavit stating that all persons, firms, or corporations who have furnished labor or materials, employed directly or indirectly in the Work, have been paid in full, and in addition, before the Construction Manager shall have the right to receive the final payment due under the contract, the Construction Manager shall furnish the City with releases of lien executed by all persons, firms, or corporations who have performed or furnished labor, services, or materials, directly or indirectly, used in the Work. The City shall have the right to demand and receive from the Construction Manger before it shall receive any progress payment, receipt bills showing payment in full for all labor, services, and materials incorporated into the Work, for the period of time for which the progress payment is due. Likewise, as a condition to receiving any progress payment, the City may require the Construction Manager to furnish any partial releases of lien executed by all persons, firms, and corporations who have furnished labor, services, or materials incorporated into the Work during the period of time for which the progress payment is due, releasing such lien rights as these persons, firms, or corporations may have for that period. If any of the laborers, subcontractors, or material men shall serve upon the City a "Notice to Owner" or shall otherwise put the City on notice that they are owed any unpaid money by the Construction Manager, the City shall have the right to pay these persons directly in the manner provided by Florida's Mechanic's Lien Law, and the City shall receive a credit therefor upon the contract price accordingly. The Construction Manager does hereby release, remise, and quit claim any and all

rights it would have otherwise enjoyed to perfect a mechanic's lien or any other type of statutory common law or equitable lien against the Work.

7.25 Subcontracts. The Construction Manager shall, as soon as practicable after signing the GMP Amendment, notify the City in writing of the names of subcontractors proposed for the Work and the description of work to be performed by each subcontractor. The Construction Manager shall not employ subcontractors unless they are approved in writing by the City.

The Construction Manager agrees that it is as fully responsible to the City for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by the Construction Manager. Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the City.

7.26 Points and Instructions. The Construction Manager shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. It shall not proceed until he has made timely demand upon the City's Project Manager for, and has received from him such points and instructions as may be necessary as the Work progresses. The Work shall be done in strict conformity with such points and instructions.

7.27 City's Project Manager's Status. The City's Project Manager will have general supervision and direction of the Work. He has authority to stop the Work whenever such stoppage may be necessary to ensure the proper execution of the contract. He will also have authority to reject all work and materials that do not conform to the Contract Documents, to direct the application of forces to any portion of the Work, as in his judgment is required, to order the force increased or diminished, and to decide questions that arise in the execution of the Work.

7.28 City's Project Manager's Decisions. The City's Project Manager will, within reasonable time after their presentation to him, make decisions in writing on all claims of the Construction Manager and on all other matters relating to the execution and progress of the Work or the interpretation of the Contract Documents. All such decisions of the City's Project Manager shall be final.

7.29 One Year Correction Period. If within one (1) year after the date of substantial completion of an Assigned Project or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, the Construction Manager shall promptly, without cost to the City and in accordance with the City's written instruction, either correct such defective work, or, if it has been rejected by the City, remove it from the Project Site and replace it with non-defective work. If the Construction Manager does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the City may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by the Construction Manager.

8.0 LIQUIDATED DAMAGES FOR DELAY

8.1 Inasmuch as failure to substantially complete the Work according to the Assigned Project schedule will result in injury to the City, and as damages arising from such failure cannot be calculated with any degree of certainty, it is agreed that if the Work is not substantially completed within the time provided by the Assigned Project schedule, or within such further time, if any, as shall be allowed for time extensions in accordance with the provisions of the Contract Documents, the Construction Manager shall pay to the City as liquidated damages for such delay, and not as a penalty, the amount set forth in the GMP Amendment for each calendar day elapsing between the date fixed for substantial completion and the date such substantial completion is fully accomplished. The parties agree that said liquidated damages are reasonable given existing circumstances, including, without limitation, the range of harm that is foreseeable and the anticipation that proof of damages would be costly and impractical.

8.2 The liquidated damages shall be payable by the Construction Manager to the City under the Contract Documents, and shall not preclude the recovery of damages by the City under other provisions of the Contract Documents, except claims related to Construction Manager's delays in substantial completion. The City's right to receive liquidated damages shall in no manner affect the City's right to terminate the Contract Documents, as provided in this Agreement or elsewhere in the Contract Documents. The City's exercise of the right to terminate shall not release the Construction Manager from the obligation to pay said liquidated damages. Liquidated damages shall be the City's sole and exclusive remedy for delay.

8.3 When the City reasonably believes (i) that substantial completion will be inexcusably delayed; or (ii) that the Construction Manager will fail to achieve final completion by the date of final completion, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Construction Manager the daily amount specified for liquidated damages for each calendar day of the unexcused delay. If and when the Construction Manager overcomes the delay in timely achieving substantial completion or final completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Construction Manager those funds withheld, but no longer applicable, as liquidated damages.

9.0 AUDIT RIGHTS

9.1 The City may, upon reasonable notice, audit the records of the Construction Manager and its Subcontractors and suppliers during regular business hours, during the term of this Agreement and for a period of three (3) years after final payment is made by the City to Construction Manager for an Assigned Project or longer, if required by law. Such audits may be performed by a representative of the City or an outside representative engaged by City.

9.2 For purposes hereof, Construction Manager's "records" means any and all information, materials, and data of every kind and character, whether hard copy or in electronic form, which may, in City's judgment, have any bearing on or pertain to the Contract Documents, including, without limitation, books, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, written policies and procedures, time sheets, payroll registers, payroll records, cancelled payroll checks, subcontract

files (e.g., including proposals of successful and unsuccessful bidders, bid recap), original estimates, estimating work sheets, correspondence, Change Order files (including documentation covering negotiated settlements), back-charge logs and supporting documentation, invoices and related payment documentation, general ledgers, records detailing cash and trade discounts earned, insurance rebates and dividends, superintendent reports, drawings, receipts, vouchers, and memoranda.

9.3 City's authorized representative shall have reasonable access to the Construction Manager's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the Contract Documents, shall be provided adequate and appropriate work space at Construction Manager's facilities, may count employees at the Site, may be present for the distribution of payroll and shall have such other rights of access as may be reasonably necessary to carry out an audit.

9.4 If an audit discloses overpricing or overcharges, Construction Manager shall refund the overpayment. If an audit discloses overpricing or overcharges of one percent (1%) of the total amount paid hereunder, but in any event more than $200,000, whichever is less, in addition to making adjustments for the overcharges, the reasonable actual cost of the City's audit shall be reimbursed to the City by the Construction Manager. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Construction Manager's invoices and/or records shall be made within ninety (90) calendar days from presentation of City's findings to Construction Manager.

9.5 Construction Manager shall ensure notice of City's audit rights is provided to its Subcontractors, suppliers, and any other vendor providing services or materials for each Assigned Project and shall ensure that each agreement it enters into pursuant hereto includes the provisions of this Article 9.0.

10.0 INSURANCE

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

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

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

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

e. Environmental Impairment Insurance Minimum Requirements. If the Construction Manager will be locating portable fuel or lubricant storage tanks at the job site or will be storing or using hazardous chemicals on the job site, it shall maintain Environmental Impairment Insurance or "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to its General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun.

f. Builder's Risk Insurance. If City and Construction Manager agree to proceed to construction on an Assigned Project under a GMP Amendment, then the Construction Manager shall, before any construction, acquire and maintain throughout the course of construction, Builder's Risk Insurance in a dollar amount equal to the full insurable value of the Work under the contract, which shall include "All Risk" coverage. The City shall be named as a "Loss Payee". The Construction Manager shall be responsible for equipment, materials, and supplies, to include the City's Direct Purchase equipment, until completion of the Assigned Project and acceptance by the City.

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 Sections 10.1.b, 10.1.c, and 10.1.e herein, as its interest may appear, from time to time.

10.3 Cancellation, Change, or Non-Renewal. 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 Construction Manager by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that Construction Manager 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 Construction

Manager. The Construction Manager 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 Construction Manager 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 Construction Manager in accordance with this Article 10.0 on the basis of its not complying with the Agreement, the City shall notify Construction Manager 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, Construction Manager 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 Construction Manager to perform any Services hereunder shall fully comply with the insurance provisions contained in this Article 10.0.

11.0 REPRESENTATIONS

11.1 The Construction Manager represents that the Services provided hereunder shall conform to all requirements of the Contract Documents; shall be consistent with recognized and sound CMAR practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. The Construction Manager shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services to be performed hereunder. The Construction Manager's Services shall be consistent with the time periods established under Contract Documents. The Construction Manager shall provide the City with a written schedule for Services performed for each Assigned Project 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 Construction Manager's designated representative shall have the authority to act on Construction Manager's behalf with respect to the Services. In addition, Construction Manager'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, Construction Manager shall not engage in any activity, or accept any employment, interest, or contribution that would reasonably appear to compromise Construction Manager's professional judgment with respect to the Services. The Construction Manager shall review laws, codes, and regulations applicable to Construction Manager's Services. The Construction

Manager's Services and construction shall comply with all applicable requirements imposed by all public authorities. The Construction Manager represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with, all applicable requirements of law, codes, and regulations. The Construction Manager 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 Construction Manager for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to Section 4.4 herein, Construction Manager shall be responsible for the satisfactory and complete execution of the Services described in the Contract Documents. The Construction Manager represents that it will carefully examine the scope of services required by the City in the Contract Documents, that it will investigate the essential requirements of the Services required by the Contract Documents, and that it will have sufficient personnel, equipment, and material at its disposal to complete the services set forth in the Contract Documents in a good professional and workmanlike manner in conformance with the requirements of the Contract Documents.

11.2 The Construction Manager 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.

12.0 GUARANTEE AGAINST INFRINGEMENT

12.1 The Construction Manager guarantees that all Services performed under the Contract Documents for each Assigned Project shall be free from claims of patent, copyright, and trademark infringement. Subject to the limitation as to patents as stated in Section 7.8, Construction Manager shall indemnify, hold harmless, and defend the City, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, services, or other item provided under this Agreement. Notwithstanding the foregoing, Construction Manager may elect to provide non-infringing services.

13.0 DOCUMENTS

13.1 Public Records. Pursuant to Section 119.0701, Florida Statutes, and other applicable public records laws, Construction Manager 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 Construction Manager 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 Construction Manager. 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 Construction Manager 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 CONSTRUCTION MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSTRUCTION MANAGER'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.

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

Construction Manager prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Construction Manager. 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 Construction Manager'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 Construction Manager and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at any time. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by Construction Manager, 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 Construction Manager.

b. Ownership of Documents. The City and Construction Manager agree that upon payment of fees due to Construction Manager 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 Construction Manager 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 Construction Manager waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule, and other instrument produced by Construction Manager in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of Construction Manager or not.

c. Preexisting Ownership Rights to Documents. Notwithstanding any provisions to the contrary contained in this Agreement, Construction Manager 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.

14.0 ASSIGNMENT

14.1 The Construction Manager shall not assign or subcontract this Agreement, any Contract Documents hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of the City. Any Subcontractors employed by Construction Manager for any Work required under this Agreement shall require prior written approval from the City, unless previously approved in the Contract Documents. 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.

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

14.3 If the City determines that any Subcontractor is not performing in accordance with this Agreement, the City shall so notify Construction Manager who shall take immediate steps to remedy the situation.

14.4 The Construction Manager, prior to the commencement of any Work by any Subcontractor, Construction Manager shall require the Subcontractor to provide the City and its affiliates with insurance coverage as set forth by the City.

15.0 INDEPENDENT CONTRACTOR

15.1 At all times during the term of this Agreement, the Construction Manager and any approved Subcontractors shall be considered an independent contractor(s) and not an employee(s) of the City.

16.0 DEFAULT BY CONSTRUCTION MANAGER; CITY'S REMEDIES

16.1 In addition to the City's right to terminate this Agreement for convenience under Article 17.0 of this Agreement, the City also reserves the right to revoke and terminate this Agreement for a default and to rescind all rights and privileges associated with this Agreement, without penalty, based on a default including, but not limited to, any of the following circumstances, each of which shall represent a default and breach of this Agreement:

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

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

c. A writ of garnishment shall be served on the City, seeking to reach funds due or to become due to Construction Manager;

d. The Government of the United States or any state or county shall garnish, distrain, attach, or seek to reach funds due or to become due to the Construction Manager;

e. The Construction Manager persistently or repeatedly refuses or fails, except in cases of which extension of time is provided, to supply enough properly skilled workmen or proper materials;

f. The Construction Manager fails to make prompt payment to Subcontractors or for material or labor;

g. The Construction Manager persistently disregards laws, ordinances, or the instructions of the City's Project Manager;

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

i. The Construction Manager has committed any act of fraud upon the City; or

j. The Construction Manager has made a material misrepresentation of fact to the City while performing its obligations under this Agreement; or

k. The Construction Manager has assigned this Agreement or any Contract Documents without the City's prior written consent.

16.2 Notwithstanding the aforementioned, in the event of a default by Construction Manager, 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.

16.3 In the event of such termination upon default and breach of this Agreement, the City may take possession of the Project Site and of all materials, tools, and appliances thereon and finish the work by whatever method the City may deem expedient. Any completed services performed by Construction Manager under this Agreement shall, at the option of the City, become the City's property and Construction Manager shall be entitled to receive equitable compensation for any Work completed to the satisfaction of the City. The Construction Manager, 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 Construction Manager for the purpose of setoff until such time as the amount of damages due to the City from Construction Manager can be determined.

17.0 TERMINATION

17.1 Notwithstanding any other provision of this Agreement, the City may, upon written notice to Construction Manager, terminate this Agreement, without penalty, if: (a) Construction Manager is in default pursuant to Article 16.0 Default; (b) Construction Manager makes a general assignment for the benefit of its creditors; (c) Construction Manager fails to comply with any condition or provision of this Agreement; or (d) Construction Manager is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy the City may have under this Agreement.

17.2 If the Work should be stopped under an order of any court, or other public authority for a period of three (3) months, through no act or fault of the Construction Manager or anyone employed by it, or if the City's Project Manager should fail to issue any estimate for payment within seven (7) days after it is due, or if the City fails to pay the Construction Manager within twenty (20) days of its maturity and presentation, any sum certified by the Project Manager or awarded by arbitrators, then the Construction Manager may, upon seven (7) days written notice to the City, stop work or terminate this contract and recover from the City payment for all Work executed and any loss sustained upon any plant or materials and reasonable profit and damages.

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

17.4 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.

18.0 FORCE MAJEURE

18.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Construction Manager's labor force); extraordinary breakdown of or damage to the City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty (60) days, either party may terminate this Agreement.

19.0 GOVERNING LAW & VENUE

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

20.0 HEADINGS

20.1 Article, section, and paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

21.0 SEVERABILITY

21.1 In the event any portion or part of 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 remain fully intact.

22.0 WAIVER AND ELECTION OF REMEDIES

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

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

23.0 THIRD PARTY RIGHTS

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

24.0 PROHIBITION AGAINST CONTINGENT FEES

24.1 The Construction Manager warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Construction Manager, 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 Construction Manager, 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.

25.0 ENTIRE AGREEMENT

25.1 The Contract Documents, including this Agreement and any schedules, attachments, appendices, and exhibits attached hereto, constitutes the entire agreement between the City and Construction Manager with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded. Any Project-specific modifications to this Agreement will be set forth in the Contract Documents for the Assigned Project.

26.0 NO JOINT VENTURE

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

27.0 ATTORNEY'S FEES

27.1 Should 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.

28.0 COUNTERPARTS

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

29.0 DRAFTING

29.1 The City and Construction Manager 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.

30.0 NOTICE

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

For Construction Manager:

Wharton-Smith, Inc.
Attention: Nathan Hillard
750 Monroe Road
Sanford, FL 32771
(407) 321-8410 Phone
(407) 330-1092 Fax

For City:

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

30.2 Either party may change the notice address by providing the other party written notice of the change pursuant to this Article 30.0.

30.3 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.

31.0 SOVEREIGN IMMUNITY

31.1 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. Construction Manager 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 Section shall survive termination of this Agreement.

32.0 CORPORATE REPRESENTATIONS BY CONSTRUCTION MANAGER

32.1 The Construction Manager hereby represents and warrants to the City the following:

a. The Construction Manager 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 the Contract Documents.

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

33.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

33.1 The Construction Manager shall defend, indemnify, and hold harmless the City, its officers, employees, agents, and volunteers, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Construction Manager and other persons employed or utilized by Construction Manager in the performance of this Agreement and all Contract Documents.

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

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

33.2 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Construction Manager expresses its willingness to enter into this Agreement with the knowledge that Construction Manager'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 Construction Manager to the City's complete satisfaction, and in no case shall exceed the amount provided in Section 31.1 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.

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

34.0 BONDS

34.1 To the extent deemed necessary and required by the City, Construction Manager shall supply a materials, performance, and payment bond(s) in an amount specified in the Contract Documents for any Assigned Project, in a form approved by the City Attorney and in accordance with Florida law.

34.2 The City will have the right, prior to commencement of any Assigned Project, to require the Construction Manager to furnish bond(s) covering its faithful performance of the Work and the payment of all obligations arising thereunder, in such forms as the City may prescribe and with such sureties as it may approve. Performance and payment bonds in compliance with Section 255.05 Florida Statutes will be required for the Assigned Projects. The premium for such bond shall be paid by the Construction Manager.

35.0 ADDITIONAL ASSURANCES

35.1 The Construction Manager for itself and its Subcontractors, if any, certifies that:

a. No principal (which includes officers, directors, or executives) 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 executives) or individual holding a professional license and performing work under this Agreement, employee, or

agent has employed or otherwise provided compensation to, any employee or officer of the City; and;

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

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

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

CITY:
CITY OF COCOA

By: _____

Print Name: John A. Titkanich, Jr.

Title: City Manager

Date: 1/10/19

ATTEST:

By: _____
Carie Sheely, City Clerk

CONSTRUCTION MANAGER:
WHARTON-SMITH, INC.

By: _____

Print Name: Ronald F. Davoli

Title: President/CEO

Date: 1/3/19

By: _____

Print Name: Devon A. Lewis
Corporate Secretary

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

January 11, 2019

Wharton-Smith, Inc.
750 Monroe Road
Sanford, FL 32771

Re: Master Services Agreement Construction Manager at Risk (CMAR) Services for Specified Water and Wastewater System Projects

To Whom It May Concern:

Enclosed, for your records, is a fully executed and certified copy of the above referenced agreement.

If you have any questions or need further assistance, please contact my office at (321) 433-8484 or by email at cshealy@cocoafl.org.

Sincerely,

Carie E. Shealy, MAA, MMC
City Clerk

INVITATION TO QUOTE (QUOTE #2019-01)
CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES FOR THE CHEMICAL CONVERSION AND RELIABILITY IMPROVEMENTS PROJECT AT THE DYAL WATER TREATMENT PLANT

Quote shall be dropped off with the receptionist at the City of Cocoa Utilities Building located at 351 Shearer Boulevard Cocoa, FL 32922 or emailed to Katherine Ennis (kennis@cocoafl.org) and Kristoffer Smith (ksmith@cocoafl.org), by 3:00 p.m., Friday, February 1, 2019.

A mandatory site visit meeting will be held at 10:00 a.m., Tuesday, January 22, 2019 at the Dyal Water Treatment Plant, located at 28400 State Road 520, Christmas, FL 32709.

All questions about the meaning or intent of this Invitation to Quote shall be submitted to Katherine Ennis (kennis@cocoafl.org) and Kristoffer Smith (ksmith@cocoafl.org) via email. The deadline for submitting questions is Friday, January 25, 2019. Questions received after this deadline will not be answered. A written response, in the form of an addendum, will then be issued to all who have received the Invitation to Quote.

Please see Attachment #1 for the Scope of Work related to this Quote.

This Invitation to Quote is made under and in accordance with the terms of the "Master Services Agreement for CMAR Services for Specified Water and Wastewater System Projects".

The City reserves the right to reject any or all Quotes, with or without a cause; to waive technical errors and informalities; and to accept the Quote which, in its judgment, best serves the City.

This Invitation to Quote is restricted to those firms prequalified under City of Cocoa RFQ # Q-19-04-COC, Construction Manager at Risk (CMAR) Services for Water and Wastewater Plant Projects.

QUOTE FORM

CMAR SERVICES FOR THE CHEMICAL CONVERSION AND RELIABILITY IMPROVEMENTS PROJECT AT THE DYAL WATER TREATMENT PLANT

City of Cocoa

Proposal of

Wharton-Smith, Inc.

(Name)

750 Monroe Road, Sanford, FL 32771

(Address)

To furnish all materials, service, equipment, and labor required, for CMAR SERVICES FOR THE CHEMICAL CONVERSION AND RELIABILITY IMPROVEMENTS PROJECT AT THE DYAL WATER TREATMENT PLANT in accordance with this Invitation to Quote and the "Master Services Agreement for CMAR Services for Specified Water and Wastewater System Projects".

The undersigned agrees to commence the Work with an adequate force and equipment within ten (10) consecutive calendar days following receipt of the Notice to Proceed/Original Purchase Order. The Preconstruction Phase shall be complete once the GMP Proposal has been submitted by the CMAR Firm, approved by the City, and amended to this contract. The GMP Proposal shall be submitted at the 90% design phase which shall be dictated by the design schedule.

The Construction Phase shall commence upon the City's acceptance of the Construction Manager's GMP Proposal and the execution of the GMP Amendment. The commencement and completion time of the Construction Phase of the Work and the liquidated damages dollar amount per calendar day shall be included in the GMP Amendment to the "Master Services Agreement for CMAR Services for Specified Water and Wastewater System Projects".

The construction cost of the Project, not included in this quote, will be included in the GMP Proposal. The GMP Proposal will be executed at the completion of the CMAR Firm's Pre-Construction Services as an amendment to the "Master Services Agreement for CMAR Services for Specified Water and Wastewater System Projects".

The undersigned has carefully examined the Scope of Work contained within Attachment 1 to this Invitation to Quote and is familiar with the nature and extent of the work and materials and labor required. The undersigned agrees to do all of the work called for by said specifications, in the manner prescribed therein, in accordance with this Invitation to Quote and the "Master Services Agreement for CMAR Services for Specified Water and Wastewater System Projects", for the prices stated in the spaces herein provided. The cost of incidental work for which there are not specific contract items shall be included in the prices of the various contract items. No additional payment will be made therefore.

QUOTE # 2019-01 - CMAR SERVICES FOR THE CHEMICAL CONVERSION AND RELIABILITY IMPROVEMENTS PROJECT AT THE DYAL WATER TREATMENT PLANT					
Item	**Description**	**Units**	**Percentage****	**Estimated Construction Budget**	**Dollar Amount**
1	Preconstruction Services Fee	$	NA	NA	$ 10,000.00
2*	General Conditions Fee	%	3.76 %	$19,000,000.00	$ 714,400.00
3*	Contractor's Fee	%	3.82 %	$19,000,000.00	$ 725,800.00
4*	Bonds	%	0.55 %	$19,000,000.00	$ 104,500.00
5*	Insurance	%	0.20 %	$19,000,000.00	$38,000.00
TOTAL BASE QUOTE (Sum of Items 1-5)					$ 1,592,700.00 One million five hundred ninety-two thousand seven hundred **Dollars** (Grand Total Written in Words)

*The dollar amount for items 2-5 is calculated by multiplying the percentage for each item by the estimated construction budget.
**Percentage shall be described to two decimal places.

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

Receipt of Addenda Number(s) N/A is acknowledged.

WHARTON-SMITH, INC. CORPORATE SEAL FLORIDA 04/02/1984

(Contractor's Signature)

February 1, 2019
(Date)

Ronald F. Davoli, President/CEO

Wharton-Smith, Inc.
CONSTRUCTION GROUP

March 9, 2020

Ms. Katherine Ennis, PE
Utilities Deputy Director
City of Cocoa
351 Shearer Blvd.
Cocoa, FL 32922

Re: Chemical Conversion and Reliability Improvements Project (CCRIP)
Guaranteed Maximum Price (GMP)

Dear Ms. Ennis,

Wharton-Smith is pleased to submit the Guaranteed Maximum Price for the construction of the Chemical Conversion and Reliability Improvements Project . The GMP consists of the following documents (enclosed with this letter):

1. GMP Amendment
2. Clarifications
3. List of Drawings and Specifications
4. Statement of the Guaranteed Maximum Price
5. Construction Schedule
6. Resumes of Key Supervisory Personnel

Per previous discussions between the City of Cocoa and Wharton-Smith, Inc we request that this GMP be approved by March 25, 2020 in order to maintain the Construction Schedule provided.

We look forward to a successful construction phase of project. Please do not hesitate to contact me with any questions related to the documents provided as part of the GMP.

Sincerely,

Matt Peterson
Senior Project Manager
Wharton-Smith, Inc.

750 Monroe Road, Sanford, FL 32771 | Phone: (407) 321-8410 | Fax: (407) 829-4453
Mailing Address: P.O. Box 471028, Lake Monroe, FL 32747-1028

AL – 45684 | FL - CG C032669 | GA – GCCO 001333 | LA – 52227 | MS – 18232MC | NC – 38755 | SC – G97817 | TN – 62419 | VA – 2705121584A

CITY OF COCOA

GMP AMENDMENT | AMENDMENT #: 1

DATE:

Per the terms and conditions from the Master Service Agreement (Agreement) for Construction Manager at Risk Services, effective date 1/10/2019, between the City of Cocoa (City) and Wharton-Smith, Inc. (Contractor) and the Contract Documents as defined in the Agreement. The Contractor shall procure and shall maintain all insurance and bond requirements during the life of this Project per the Contract Documents.

for:

The Construction Phase Services of the Chemical Conversion and Reliability Improvements Project located at the Dyal Water Treatment Plant, City of Cocoa

the following described changes are agreed to and are hereby accepted and incorporated:

SCOPE OF SERVICES:

Construction Management services for the construction of the Chemical Conversion and Reliability Improvement Project as designed by Jacobs Engineering. This includes but is not limited to the following improvements: Training Facility, High Service Pump Station #2, Chemical Facility #1, Chemical Facility #2, Polymer feed system, Guard Shack, new utility piping installation, general site and electrical improvements.

ASSUMPTIONS, CLARIFICATIONS, AND TECHNICAL EXCLUSIONS:

1) Clarification letters regarding the ABB Electrical Gear and the Prominent Polymer Feed System are attached to this GMP Amendment.

GMP Total Not To Exceed: $ **20,343,146.00**

Guaranteed Maximum Price Not to Exceed: Twenty million three hundred fourty three thousand one hundred forty six (WORDS)

Detailed breakdown of the GMP is described in the GMP Proposal attached hereto

ESTIMATED DATE OF COMPLETION:

The Contractor shall commence performance of the Construction Phase Work upon the City's acceptance of the Contractor's GMP Proposal and the execution of this GMP Amendment. Within twenty (20) days after the effective date of the GMP Amendment, but before the Contractor starts the Construction Phase, a mandatory pre-construction conference will be held at the Project Site.

This contract work shall be substantially completed within 573 calendar days and fully complete in its entirety within 602 calendar days from the receipt of this fully executed GMP Ammendment.

LIQUIDATED DAMAGES: The Contractor agrees to reimburse the City of Cocoa, Florida, as liquidated damages for each calendar day elapsing between the date herein specified as the day of substantial or full completion and the actual day of such completion of the contract work, the amount of five hundred dollars ($500.00) per calendar day.

ACCEPTANCE

This GMP Ammendment #1 shall become a part of the Agreement upon execution by both parties.

City of Cocoa		**Wharton-Smith, Inc.**	
By:		By:	
Name:		Name:	PATRICK J. HEWITT
Title:		Title:	EVP
Date:		Date:	3/10/20

JOB NOTES:

1. *Clarification: All panelboard SPD/TVSS units are externally mounted.*
2. *Clarification: 080-E-1001 keynote 1, existing MV starter components and structures are not suitable for field conversion to fused switches and must be disconnected, removed and replaced with completely new replacement structures with 200A fused CR194A1 400A feeder contactor.*
3. *Clarifications: Breakers for existing non-GE panelboards are by others and not included.*
4. *Clarification: MCC-A1 & A2 structure vertical bus must be replaced and existing units must be removed and re-installed to allow addition of the additional new 400A 3P breakers.*
5. *Clarification: 080-E-6004 Adda #3 and 080-E-6005 MCC-C1 & C2, there is insufficient space in the existing structures to add 250AT/400AF/3P MTS—15-1 feeder breakers; requiring that additional structures must be added to accommodate these new breakers.*
6. *Clarification: Engineers overall depictions of existing GE MCC unit spacing and sizing for additional units is not necessarily correct and could require addition of new MCC section to accommodate them, not included in our pricing*
7. *Clarification: 080-E-6004 Adda #3, MTS-15-1 is proposed NEMA 3R, in lieu of NEMA 4X which is not available.*
8. *Clarifications: 26 18 39 MEDIUM-VOLTAGE MOTOR CONTROL*
   a.) *1.06.B – Specification 01 61 00 was not provided at the time of quote.*
   b.) *2.02.G – Specification 05 50 00 was not provided at the time of quote.*
   c.) *2.02.I.1.b – The interior of the low voltage section will be painted white, but the interior of the medium voltage section will be ANSI 61 light gray similar to existing.*
   d.) *2.05.D – Washers are split ring compression over flat in lieu of Belleville conical spring washers to eliminate bus damage due to thermal cycling of the bus.*
   e.) *2.05.E – MV MCC bus bracing mechanical strength under short circuit current is 50 kA RMS symmetrical.*
   f.) *2.06.A.3 – Blown fuse indicators are on the MV fuses. Pricing for blown fuse trip bar is included in the quote.*
   g.) *2.07.A.1 – Standard non-metallic nameplate material will be used for master nameplate. Nameplates will be screw mounted not riveted.*
   h.) *080-E-6009 Adda #3 - Used to determine the requested pushbutton and control devices.*

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Customer Address:

TriNova
2401 Drane Field Road
LAKELAND FL 33811
Phone: 863-682-4500
Fax: 863-687-0077

Attention: Chad Kloft
EMAIL: chad.kloft@trinovainc.com

Quoted By: Justin James
Customer No: 10000580

Application:
Cocoa Sludge Dewatering

I am pleased to provide the following proposal for your consideration.

GENERAL NOTES, CLARIFICATIONS & EXCEPTIONS:

- Prominent has in good faith reviewed all of the plans and specifications that in our opinion, apply to this equipment. This proposal is based on the following sections and drawings only, except as indicated by the exceptions and clarifications. Meeting additional specifications or plans may require a quote revision.
- Specifications: 44 42 56.13, 44 44 63.02
- Drawings: Full plans

- **Clarifications & Exceptions**
SECTION 40 27 02
2.06.B - This proposal includes our standard motorized ball valve for the transfer valve between tanks. This valve has been is integral to the performance of the equipment and cannot be changed.

SECTION 44 42 53.13
General - This clarification is to clarify that the proposed equipment is all ship loose items. A complete skid mounted system is not included. This seems to be the intent of the plans and specifications.
Datasheet - The turn down range is not achievable. The pump turn down will be 20:1.

SECTION 44 44 63.02
2.03.B.2.a - A high hopper level is not needed. The hopper is manually loaded. The operator will fill the hopper until it is visible in a window in the hopper.
2.08.F.2.c - It is unclear what a high feeder level is. This signal is not included.

DRAWINGS
008-N-6005 - This drawing shows a SOLUTION FLOW analog output signal. This signal is not possible from the dry polymer make-down system. This drawing also shows a CONCENTRATION FLOW analog output. It is not clear what this is. It is being proposed as the CONCENTRATION FEEDBACK. This signal will transmit the concentration current setpoint in wither local or remote mode.

- Drawing Submittals:
- Complete approval submittals and O&M manuals.
- Material procurement and production will not begin until submittal drawings are returned and marked approved.

- All proposals are subject to ProMinent Fluid Controls, Inc. Terms and Conditions

Should you have any additional questions, please do not hesitate to contact us immediately.

TERMS & CONDITIONS

Payment: Net 30 days
Price: US Dollars, ExWorks, Pittsburgh, PA
Offer Validity: 90 days
Lead Times:
- Engineering: 6 Weeks ARO
- Equipment: 14 Weeks ARAD

(Note: All lead times subject to change based on current Engineering and Shop load. Please consult factory when placing your order)

Regards,

Justin James
Application Engineer
Phone: 412.925.6104

SPECIFICATION LIST	
SECTION	**DESCRIPTION**
01 31 13	PROJECT COORDINATION
01 31 19	PROJECT MEETINGS
01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION
01 33 00	SUBMITTAL PROCEDURES
	SUPPLEMENT 1, FORM: TRANSMITTAL OF CONTRACTOR'S SUBMITTAL
01 42 13	ABBREVIATIONS AND ACRONYMS
01 43 33	MANUFACTURERS FIELD SERVICES
01 45 16.13	CONTRACTOR QUALITY CONTROL
01 50 00	TEMPORARY FACILITIES AND CONTROLS
01 56 00	SECURITY
01 57 13	TEMPORARY EROSION AND SEDIMENT CONTROL
01 61 00	COMMON PRODUCT REQUIREMENTS
	SUPPLEMENT 1, FORM: MANUFACTURER'S CERTIFICATE OF COMPLIANCE
01 77 00	CLOSEOUT PROCEDURES
01 78 23	OPERATION AND MAINTENANCE DATA
01 88 15	ANCHORAGE AND BRACING
01 91 41	EQUIPMENT TESTING AND FACILITY STARTUP
	SUPPLEMENT 1, UNIT PROCESS STARTUP FORM
	SUPPLEMENT 2, FACILITY PERFORMANCE DEMONSTRATION/CERTIFICATION FORM
03 01 32	REPAIR OF VERTICAL AND OVERHEAD CONCRETE SURFACES
03 01 33	REPAIR OF HORIZONTAL CONCRETE SURFACES
03 21 00	STEEL REINFORCEMENT
03 24 00	FIBROUS REINFORCEMENT
03 30 10	STRUCTURAL CONCRETE
	SUPPLEMENT 1, CONCRETE MIX DESIGN, CMD1- CLASS 4500F1S1W0C1
	SUPPLEMENT 2, CONCRETE MIX DESIGN, CMD2- CLASS 4000F0S1W0C1
03 62 00	GROUTING
	SUPPLEMENT 1, 24-HOUR EVALUATION OF NONSHRINK GROUT TEST FORM AND GROUT TESTING PROCEDURES
03 63 00	CONCRETE DOWELING
03 64 23	EPOXY RESIN INJECTION GROUTING
03 64 24	POLYURETHANE INJECTION GROUTING
05 05 19	POST-INSTALLED ANCHORS
05 05 23	WELDING
05 41 00	STRUCTURAL METAL STUD FRAMING
05 50 00	METAL FABRICATIONS
05 52 16	ALUMINUM RAILINGS

05 53 00	METAL GRATINGS
06 10 00	ROUGH CARPENTRY
06 40 00	ARCHITECTURAL MILLWORK
06 82 00	GLASS-FIBER-REINFORCED PLASTIC
07 21 01	THERMAL INSULATION
07 26 16	UNDERSLAB VAPOR RETARDERS
07 41 13	PRE-ENGINEERED BUILDING OVERHANG SOFFIT AND FASCIA ASSEMBLIES
07 62 99	SHEET METAL FLASHING AND TRIM
07 70 01	ROOF SPECIALTIES AND ACCESSORIES
07 92 00	JOINT SEALANTS
08 11 16	ALUMINUM DOORS AND FRAMES
08 14 00	WOOD DOORS AND FRAMS
08 30 00	SPECIALTY DOORS
08 33 23	OVERHEAD COILING DOORS
08 41 13	ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS
08 45 00	TRANSLUCENT WINDOW ASSEMBLIES
08 51 13	ALUMINUM WINDOWS
08 71 00	DOOR HARDWARE
08 80 00	GLAZING
08 90 00	LOUVERS
09 29 00	GYPSUM BOARD
09 30 00	TILING
09 50 00	LINEAR WOOD CEILING SYSTEM
09 51 23	ACOUSTICAL TILE CEILINGS
09 65 01	RESILIENT TILE FLOORING AND BASE
09 66 00	THIN-SET EPOXY TERRAZZO
09 67 00	FLUID APPLIED FLOORING
09 68 00	CARPET TILE
09 90 00	PAINTING AND COATING
	SUPPLEMENT 1, PAINT SYSTEM DATA SHEET (PSDS)
	SUPPLEMENT 2, PRODUCT DATA SHEET (PDS)
09 96 35	CHEMICAL-RESISTANT COATINGS
	SUPPLEMENT 1, CORROSION CONTROL ASSISTANCE FORM
10 14 00	SIGNAGE
	SUPPLEMENT 1, SIGN SCHEDULE
10 21 00	COMPARTMENTS AND CUBICLES
10 28 00	TOILET AND BATH ACCESSORIES
10 44 00	FIRE PROTECTION SPECIALTIES AND SAFETY EQUIPMENT

10 51 00	LOCKERS AND BENCHES
10 80 00	MISCELLANEOUS SPECIALTIES
13 34 19	METAL BUILDING SYSTEMS
13 34 19.01	PREFABRICATED BULLET RESISTANT GUARD BOOTH
13 34 50	PRE-ENGINEERED ALUMINUM CANOPY
22 07 00	PLUMBING PIPING INSULATION
22 10 01	PLUMBING PIPING AND ACCESSORIES
22 10 01.02	POLYVINYL CHLORIDE DRAIN WASTE AND VENT (PVC-DWV) PIPE AND FITTINGS
22 30 00	PLUMBING EQUIPMENT
22 40 00	PLUMBING FIXTURES
23 05 93	TESTING, ADJUSTING, AND BALANCING FOR HVAC
23 07 00	HVAC INSULATION
23 09 13	HVAC CONTROLS, FIELD COMPONENTS, AND INSTRUMENTS
23 09 23	DIRECT-DIGITAL CONTROL SYSTEM FOR HVAC
23 23 00	REFRIGERANT PIPING
23 31 13	METAL DUCTS AND ACCESSORIES
23 34 00	HVAC FANS
23 36 00	AIR TERMINAL UNITS
23 37 00	AIR OUTLETS AND INLETS
23 81 00	UNITARY AIR-CONDITIONING EQUIPMENT
26 05 02	BASIC ELECTRICAL REQUIREMENTS
26 05 04	BASIC ELECTRICAL MATERIALS AND METHODS
26 05 05	CONDUCTORS
26 05 26	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
26 05 33	RACEWAY AND BOXES
26 05 70	ELECTRICAL SYSTEMS ANALYSIS
26 08 00	COMMISSIONING OF ELECTRICAL SYSTEMS
26 18 39	MEDIUM-VOLTAGE MOTOR CONTROL
	SUPPLEMENT 1, SYNCHRONOUS MOTOR NAMEPLATE
	SUPPLEMENT 2, EXISTING STARTER REACTOR NAMEPLATE
26 20 00	LOW-VOLTAGE AC INDUCTION MOTORS
26 22 00	LOW-VOLTAGE TRANSFORMERS
26 24 16	PANELBOARDS
26 24 19	LOW-VOLTAGE MOTOR CONTROL
26 27 26	WIRING DEVICES
26 41 00	FACILITY LIGHTNING PROTECTION
26 43 00	TRANSIENT VOLTAGE SUPPRESSION
26 50 00	LIGHTING

28 00 00	ELECTRONIC SAFETY AND SECURITY
	SUPPLEMENT 1, SECURITY COMPONENTS LIST
28 05 13	CONDUCTORS AND CABLES FOR ELECTRONIC SAFETY AND SECURITY
28 10 00	ELECTRONIC ACCESS CONTROL AND INTRUSION DETECTION
28 23 00	VIDEO SURVEILLANCE
28 31 00	FIRE DETECTION AND ALARM
31 10 00	SITE CLEARING
31 23 13	SUBGRADE PREPARATION
31 23 16	EXCAVATION
31 23 19.01	DEWATERING
31 23 23	FILL AND BACKFILL
31 23 23.15	TRENCH BACKFILL
31 31 16	TERMITE CONTROL
31 32 19.16	GEOTEXTILE
32 11 23	AGGREGATE BASE COURSES
32 12 16	ASPHALT PAVING
32 13 13	CONCRETE PAVING
32 16 00	CURBS AND SIDEWALKS
32 17 23	PAVEMENT MARKINGS
32 31 13	CHAIN LINK FENCES AND GATES
32 31 15	GATE OPERATOR SYSTEMS
32 92 00	TURF AND GRASSES
32 93 00	PLANTINGS
33 13 00	DISINFECTION OF WATER UTILITY DISTRIBUTION FACILITIES
33 16 15	ABOVE GRADE DOUBLE0WALLED FUEL STORAGE TANK SYSTEM
	SUPPLEMENT 1, TANK DATA SHEET
33 36 00	SEPTIC TANK AND SANITARY DRAINFIELD SYSTEM
33 41 01	STORM DRAIN PIPING
33 41 01.05	REINFORCED CONCRETE
33 44 13.13	CATCH BASINS
40 05 15	PIPING SUPPORT SYSTEMS
	SUPPLEMENT 1, TABLE 1: NONCHEMICAL AREAS
	SUPPLEMENT 2, TABLE 2: CHEMICAL AREAS
40 27 00	PROCESS PIPING- GENERAL
	SUPPLEMENT 1, PIPING SCHEDULE LEGEND
	SUPPLEMENT 2, PIPING SCHEDULE
40 27 00.01	CEMENT-MORTAR-LINED DUCTILE IRON PIPE AND FITTINGS
40 27 00.03	CARBON STEEL PIPE AND FITTINGS-GENERAL SERVICE

40 27 00.08	STAINLESS STEEL PIPE AND FITTINGS-GENERAL SERVICE
40 27 00.10	POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS
40 27 01	PROCESS PIPING SPECIALTIES
40 27 02	PROCESS VALVES AND OPERATORS
	SUPPLEMENT 1, ELECTRIC AND ELECTRIC-HYDRAULIC ACTUATED VALVE SCHEDULE
	SUPPLEMENT 2, SELF-REGULATED VALVE SCHEDULE
40 80 01	PROCESS PIPING LEAKAGE TESTING
40 90 00	INSTRUMENTATION AND CONTROL FOR PROCESS SYSTEMS
	SUPPLEMENT 1, INSTRUMENT LIST
	SUPPLEMENT 2, PLC INPUT/OUTPUT LIST
	SUPPLEMENT 3, PLC INPUT/OUTPUT LIST (EXISTING PCP-1 AND PCP-6)
	SUPPLEMENT 4, PLC AND NETWORKS COMPONENTS LIST
	SUPPLEMENT 5, CONTROL PANEL SCHEDULE
	SUPPLEMENT 6, SEQUENCING PLAN
	SUPPLEMENT 7, PREPARATION FOR TESTING AND FUNCTIONAL TEST FORMS:
	a. LOOP STATUS REPORT
	b. INSTRUMENT CALIBRATION SHEET
	c. I&C VALVE ADJUSTMENT SHEET
	SUPPLEMENT 8, PERFORMANCE TEST SHEET
40 91 00	INSTRUMENTATION AND CONTROL COMPONENTS
40 95 80	FIBER OPTIC COMMUNICATION SYSTEM
	SUPPLEMENT 1, AS-BUILT FIBER OPTIC CABLE INSTALLATION FORM
40 99 90	PACKAGE CONTROL SYSTEMS
41 22 13.13	OVERHEAD CRANES
	SUPPLEMENT 1, CRANE DATA SHEET
	SUPPLEMENT 2, CRANE DIMENSION SHEET
	SUPPLEMENT 3, INDUCTION MOTOR DATA SHEETS
43 12 02	HYDROPNEUMATIC SURGE TANK AND COMPRESSOR
	SUPPLEMENT 1, INDUCTION MOTOR DATA SHEET
	SUPPLEMENT 2, TANK DATA SHEET
43 40 02	FIBERGLASS REINFORCED PLASTIC TANK
	SUPPLEMENT 1, FRP TANK SCHEDULE
	SUPPLEMENT 2, TANK DATA SHEETS
44 42 56.02	HORIZONTAL SPLIT0CASE CENTRIFUGAL PUMPS (RE-MANUFACTURED)
	SUPPLEMENT 1, HORIZONTAL SPLIT0CASE CENTRIFUGAL PDS
	SUPPLEMENT 2, RECORD PUMP CURVES - HSP NO. 2 AND NO. 3
	SUPPLEMENT 3, RECORD PUMP DIMENSIONAL DRAWINGS
	SUPPLEMENT 4, NAME PLATE DATA OF EXISTING SYNCHRONOUS MOTOR, EDDY CURRENT DRIVE, AND DRIVE CONTROLLER

44 42 56.06	GEAR PUMPS
	SUPPLEMENT 1, PUMP AND MOTOR DATA SHEET
44 42 56.13	PROGRESSING CAVITY PUMPS
	SUPPLEMENT 1, PUMP DATA SHEET
44 44 13.01	CHEMICAL METERING PUMPS
	SUPPLEMENT1, CHEMICAL METERING SKID SCHEDULE
	SUPPLEMENT 2, PDS-SODIUM HYPOCHLORITE METERING PUMPS
	SUPPLEMENT 3, PDS-AMMONIUM SULFATE METERING PUMPS
44 44 63.02	POLYMER FEED SYSTEM

Drawing List			
Sheet	**Drawing**	**Description**	**Date**
001 GENERAL			
001	001-G-1000	VICINITY AND LOCATION MAPS AND INDEX OF DRAWINGS	12/19/2019
002	001-G-1001	INDEX OF DRAWINGS	12/19/2019
003	001-G-1002	ABBREVIATIONS	12/19/2019
004	001-G-1003	CIVIL AND GENERAL LEGEND	12/19/2019
005	001-G-1004	ARCHITECTURAL LEGEND	12/19/2019
006	001-G-1005	STRUCTURAL NOTES SHEET 1 OF 2	12/19/2019
007	001-G-1006	STRUCTURAL NOTES SHEET 2 OF 2	12/19/2019
008	001-G-1007	PROCESS MECHANICAL LEGEND	12/19/2019
009	001-G-1008	PROCESS MECHANICAL PIPE RESTRAINT LEGEND	12/19/2019
010	001-G-1009	HVAC LEGEND	12/19/2019
011	001-G-1010	PLUMBING LEGEND	12/19/2019
012	001-G-1011	ELECTRICAL LEGEND SHEET 1 OF 2	12/19/2019
013	001-G-1012	ELECTRICAL LEGEND SHEET 2 OF 2	12/19/2019
014	001-G-1013	INSTRUMENTATION AND CONTROL LEGEND SHEET 1	12/19/2019
015	001-G-1014	INSTRUMENTATION AND CONTROL LEGEND SHEET 2	12/19/2019
016	001-G-1015	SECURITY LEGEND	12/19/2019
017	001-G-1016	FIRE ALARM LEGEND	12/19/2019
005 SITE/CIVIL/YARD PIPE			
018	005-C-0001	OVERALL SITE PLAN	12/19/2019
019	005-C-1001	DEMOLITION AND EROSION CONTROL PLAN	1/22/2020
020	005-C-1002	DEMOLITION AND EROSION CONTROL PLAN	1/22/2020
021	005-C-1003	DEMOLITION AND EROSION CONTROL PLAN	12/19/2019
022	005-C-1004	DEMOLITION AND EROSION CONTROL PLAN	12/19/2019
023	005-C-1005	DEMOLITION AND EROSION CONTROL PLAN	1/22/2020
024	005-C-1006	DEMOLITION AND EROSION CONTROL PLAN	12/19/2019
025	005-C-1007	DEMOLITION AND EROSION CONTROL PLAN	12/19/2019
026	005-C-2001	ENLARGED SITE PLAN	1/22/2020
027	005-C-2002	ENLARGED SITE PLAN	12/19/2019
028	005-C-2003	ENLARGED SITE PLAN	12/19/2019
029	005-C-2004	ENLARGED SITE PLAN	12/19/2019
030	005-C-2005	ENLARGED SITE PLAN	12/19/2019
031	005-C-2006	ENLARGED SITE PLAN	12/19/2019
032	005-C-2007	ENLARGED SITE PLAN	12/19/2019
033	005-C-3001	ENTRANCE ROAD PLAN AND PROFILE	12/19/2019

034	005-C-3002	SANITARY FORCE MAIN PLAN AND PROFILE	1/22/2020
035	005-C-3003	SECTIONS	12/19/2019
036	005-C-3004	SECTIONS	12/19/2019
037	005-C-3005	SECTIONS	12/19/2019
038	005-C-3006	SECTIONS	12/19/2019
039	005-C-3007	SECTIONS	12/19/2019
040	005-C-3008	SECTIONS	12/19/2019
041	005-C-5001	DETAILS	12/19/2019
042	005-Y-1001	YARD PIPING DEMOLITION OVERALL PLAN	12/19/2019
043	005-Y-1002	YARD PIPING DEMOLITION PARTIAL PLAN	12/19/2019
044	005-Y-1201	YARD PIPING FINISHED WATER FLOWMETER PIT NO. 1 ENLARGED PLAN	12/19/2019
045	005-Y-1500	YARD PIPING PHOTOGRAPHIC DETAILS	12/19/2019
046	005-Y-2001	YARD PIPING OVERALL PLAN	12/19/2019
047	005-Y-2002	YARD PIPING PLAN	12/19/2019
048	005-Y-2003	YARD PIPING PLAN	12/19/2019
049	005-Y-2004	YARD PIPING PLAN	2/7/2020
050	005-Y-2005	YARD PIPING PLAN	12/19/2019
051	005-Y-2006	YARD PIPING PLAN	2/7/2020
052	005-Y-2007	YARD PIPING PLAN	2/7/2020
053	005-Y-2008	YARD PIPING PLAN	2/7/2020
054	005-Y-2009	YARD PIPING ENLARGED PLAN	2/7/2020
055	005-Y-2010	YARD PIPING ENLARGED PLAN	2/7/2020
056	005-Y-2011	YARD PIPING ENLARGED PLAN	2/7/2020
057	005-Y-2012	YARD PIPING ENLARGED PLAN	2/7/2020
058	005-Y-3001	YARD PIPING ENLARGED PLAN AND DETAILS	1/22/2020
059	005-Y-3002	YARD PIPING ENLARGED PLAN AND SECTION	1/22/2020
060	005-Y-3003	YARD PIPING ENLARGED PLAN	12/19/2019
061	005-Y-3004	YARD PIPING SECTIONS AND DETAILS	2/7/2020
062	NOT USED		12/19/2019
063	NOT USED		12/19/2019
064	NOT USED		12/19/2019
065	NOT USED		12/19/2019
066	005-Y-5001	YARD PIPING PHOTOGRAPHIC DETAILS	12/19/2019
067	005-Y-5002	YARD PIPING PHOTOGRAPHIC DETAILS	12/19/2019
068	005-Y-5003	YARD PIPING PHOTOGRAPHIC DETAILS	12/19/2019
069	005-L-2001	TREE MITIGATION PLAN	12/19/2019
070	005-L-2002	SITE PLAN	12/19/2019

071	005-L-5001	DETAILS	12/19/2019
072	005-F-2001	CODE COMPLIANCE SITE PLAN	12/19/2019
073	005-E-2001	OVERALL SITE PLAN	12/19/2019
074	005-E-2002	ENLARGED SITE PLAN	12/19/2019
075	005-E-2003	ENLARGED SITE PLAN	2/7/2020
076	005-E-2004	ENLARGED SITE PLAN	12/19/2019
077	005-E-2005	ENLARGED SITE PLAN	12/19/2019
078	005-E-2006	ENLARGED SITE PLAN	12/19/2019
079	005-E-2007	ENLARGED SITE PLAN	12/19/2019
080	005-E-6001	DUCTBANK SCHEDULE	2/7/2020
081	005-E-6002	DUCTBANK SCHEDULE	2/7/2020
082	005-ES-2001	SITE SECURITY PLAN	2/7/2020
008 - INSTRUMENTATION AND CONTROL			
083	008-N-6001	P&ID SODIUM HYPOCHLORITE FACILITY NO. 1	12/19/2019
084	008-N-6002	P&ID AMMONIUM SULFATE FACILITY NO. 1	12/19/2019
085	008-N-6003	P&ID SODIUM HYPOCHLORITE FACILITY NO. 2	12/19/2019
086	008-N-6004	P&ID AMMONIUM SULFATE FACILITY NO. 2	12/19/2019
087	008-N-6005	P&ID POLYMER SYSTEM	2/7/2020
088	008-N-6006	P&ID HIGH SERVICE PUMP STATION NO. 1 (PUMPS 1 & 4)	12/19/2019
089	008-N-6007	P&ID HIGH SERVICE PUMP STATION NO. 2 (PUMPS 2 & 3)	2/7/2020
090	008-N-6009	P&ID DIESEL FUEL STORAGE SYSTEM	2/7/2020
091	008-N-7001	NETWORK BLOCK DIAGRAM	2/7/2020
010 - GUARD STATION			
092	010-A-2000	GUARD STATION FLOOR/LIFE SAFETY PLAN AND CODE DATA	12/19/2019
093	010-A-3000	GUARD STATION ELEVATIONS AND BUILDING SECTION	12/19/2019
094	010-E-2001	GUARD STATION POWER PLAN	2/7/2020
095	010-ES-2001	GUARD STATION SECURITY PLAN	2/7/2020
015 - TRAINING BUILDING			
096	015-A-2000	TRAINING BUILDING LIFE SAFETY PLAN AND CODE DATA	12/19/2019
097	015-A-2001	TRAINING BUILDING FLOOR PLAN	12/19/2019
098	015-A-2002	TRAINING BUILDING ROOF PLAN	12/19/2019
099	015-A-2003	TRAINING BUILDING REFLECTED CEILING PLAN	12/19/2019
100	015-A-2004	TRAINING BUILDING ENLARGED PLANS AND INTERIOR ELEVATIONS	12/19/2019
101	015-A-2005	TRAINING BUILDING ENLARGED PLANS AND INTERIOR ELEVATIONS	12/19/2019
102	015-A-3001	TRAINING BUILDING NORTH AND EAST ELEVATIONS	2/3/2020
103	015-A-3002	TRAINING BUILDING SOUTH AND WEST ELEVATIONS	2/3/2020
104	015-A-3003	TRAINING BUILDING SECTIONS	12/19/2019

105	015-A-3004	TRAINING BUILDING WALL SECTIONS	12/19/2019
106	015-A-5001	TRAINING BUILDING DETAILS	12/19/2019
107	015-A-6000	TRAINING BUILDING DOOR SCHEDULES	2/7/2020
108	015-A-6001	TRAINING BUILDING WINDOW AND LOUVER SCHEDULES	2/7/2020
109	015-A-6002	TRAINING BUILDING FINISH SCHEDULE	12/19/2019
110	015-S-2001	TRAINING BUILDING FOUNDATION PLAN	12/19/2019
111	015-S-3001	TRAINING BUILDING SECTIONS AND DETAILS	12/19/2019
112	015-M-2001	TRAINING BUILDING FLOOR PLAN	12/19/2019
113	015-M-3001	TRAINING BUILDING AIR FLOW AND CONTROL DIAGRAMS	12/19/2019
114	015-M-5001	TRAINING BUILDING AIR FLOW AND CONTROL DIAGRAMS	12/19/2019
115	015-M-6001	TRAINING BUILDING SCHEDULES SHEET 1 OF 2	12/19/2019
116	015-M-6002	TRAINING BUILDING SCHEDULES SHEET 2 OF 2	12/19/2019
117	015-P-2001	TRAINING BUILDING SANITARY PLAN	12/19/2019
118	015-P-2002	TRAINING BUILDING WATER FLOOR PLAN	12/19/2019
119	015-P-6004	TRAINING BUILDING SCHEDULES	12/19/2019
120	015-P-9001	TRAINING BUILDING ISOMETRIC - SANITARY	12/19/2019
121	015-P-9002	TRAINING BUILDING ISOMETRIC - W1	12/19/2019
122	015-FA-2001	TRAINING BUILDING PLAN	12/19/2019
123	015-FA-6001	RISER DIAGRAM, FUNCTIONAL MATRIX AND DEVICE MOUNTING HEIGHT DETAIL	12/19/2019
124	015-E-2001	TRAINING BUILDING POWER PLAN	2/7/2020
125	015-E-2002	TRAINING BUILDING LIGHTING PLAN	12/19/2019
126	015-E-6001	TRAINING BUILDING RISER DIAGRAM	2/7/2020
127	015-ES-2001	TRAINING BUILDING SECURITY PLAN	12/19/2019
020 - DIESEL FUEL STORAGE			
128	020-D-2001	DIESEL FUEL STORAGE AND TRANSFER PUMPS PLAN AND SECTION	2/7/2020
129	020-D-3001	DIESEL FUEL STORAGE AND TRANSFER PUMPS SECTIONS	12/19/2019
130	020-D-5001	DIESEL FUEL STORAGE AND TRANSFER PUMPS PHOTOGRAPHIC DETAILS	12/19/2019
131	020-E-2001	DIESEL FUEL STORAGE PLAN	2/7/2020
030 - HIGH SERVICE PUMP STATION NO. 2			
132	030-A-2000	HIGH SERVICE PUMP STATION NO. 2 LIFE SAFETY / FLOOR PLAN AND CODE DATA	12/19/2019
133	030-A-2001	HIGH SERVICE PUMP STATION NO. 2 FLOOR PLAN	12/19/2019
134	030-A-2002	HIGH SERVICE PUMP STATION NO. 2 ROOF PLAN	12/19/2019
135	030-A-2003	HIGH SERVICE PUMP STATION NO. 2 REFLECTED CEILING PLAN	12/19/2019
136	030-A-3001	HIGH SERVICE PUMP STATION NO. 2 NORTH AND EAST ELEVATIONS	12/19/2019
137	030-A-3002	HIGH SERVICE PUMP STATION NO. 2 SOUTH AND WEST ELEVATIONS	12/19/2019
138	030-A-3003	HIGH SERVICE PUMP STATION NO. 2 BUILDING SECTIONS	12/19/2019
139	030-A-3004	HIGH SERVICE PUMP STATION NO. 2 WALL SECTIONS AND EAVE DETAILS	12/19/2019

140	030-A-6000	HIGH SERVICE PUMP STATION NO. 2 DOOR, WINDOW, AND LOUVER SCHEDULES	2/7/2020
141	030-S-2001	HIGH SERVICE PUMP STATION NO. 2 FLOOR PLAN	12/19/2019
142	030-S-2002	HIGH SERVICE PUMP STATION NO. 2 SURGE TANK PLAN, SECTIONS, AND DETAIL	12/19/2019
143	030-S-3001	HIGH SERVICE PUMP STATION NO. 2 SECTIONS AND DETAILS	12/19/2019
144	030-D-1001	HIGH SERVICE PUMP STATION NO. 1 PUMP RELOCATION, DEMOLITION, AND BUILDING REHABILITATIO	12/19/2019
145	030-D-1501	HIGH SERVICE PUMP STATION NO.1 PHOTOGRAPHIC DETAILS	12/19/2019
146	030-D-2001	HIGH SERVICE PUMP STATION NO. 2 OVERALL PLAN	1/22/2020
147	030-D-2002	HIGH SERVICE PUMP STATION NO. 2 SURGE TANK PLAN AND SECTION	1/22/2020
148	030-D-3001	HIGH SERVICE PUMP STATION NO. 2 SECTIONS	1/22/2020
149	030-D-3002	HIGH SERVICE PUMP STATION NO. 2 SECTIONS	12/19/2019
150	030-M-2001	HIGH SERVICE PUMP STATION NO. 2 FLOOR PLAN AND SECTIONS	12/19/2019
151	030-M-5001	HIGH SERVICE PUMP STATION NO. 2 AIRFLOW AND CONTROL DIAGRAMS	12/19/2019
152	030-M-6001	HIGH SERVICE PUMP STATION NO. 2 EQUIPMENT SCHEDULES	12/19/2019
153	030-E-1001	EXISTING HSP/ELECTRICAL ROOM LAYOUT	2/7/2020
154	030-E-2001	HIGH SERVICE PUMP STATION NO. 2 POWER PLAN	2/7/2020
155	030-E-2002	HIGH SERVICE PUMP STATION NO. 2 LIGHTING PLAN	12/19/2019
156	030-E-6001	HIGH SERVICE PUMP STATION RISER DIAGRAMS	12/19/2019
157	030-E-6002	HIGH SERVICE PUMP STATION RISER DIAGRAMS	2/7/2020
158	030-ES-2001	HIGH SERVICE PUMP STATION NO. 2 SECURITY PLAN	12/19/2019
035 - FLOWMETER VAULT			
159	035-S-2001	FLOWMETER VAULT LOWER PLAN AND DETAIL	12/19/2019
160	035-S-2002	FLOWMETER VAULT UPPER PLAN	12/19/2019
161	035-S-3001	FLOWMETER VAULT SECTION	12/19/2019
162	035-D-2001	FLOWMETER VAULT INSERTION FLOWMETER VAULT PLAN AND SECTIONS	1/22/2020
040 - CHEMICAL FACILITY NO. 1			
163	040-A-2001	CHEMICAL FACILITY NO. 1 LIFE SAFETY PLAN AND CODE DATA	1/22/2020
164	040-A-3001	CHEMICAL FACILITY NO. 1 ELEVATIONS	12/19/2019
165	040-A-3002	CHEMICAL FACILITY NO. 1 SECTIONS	12/19/2019
166	040-S-2001	CHEMICAL FACILITY NO. 1 OVERALL PLAN	12/19/2019
167	040-S-3001	CHEMICAL FACILITY NO. 1 SECTIONS	12/19/2019
168	040-S-5001	CHEMICAL FACILITY NO. 1 DETAILS	12/19/2019
169	040-D-1001	EXISTING CHEMICAL FACILITIES DEMOLITION PLAN	12/19/2019
170	040-D-1201	EXISTING CHEMICAL FACILITIES DEMOLITION PLAN AND SECTIONS	12/19/2019
171	040-D-1501	EXISTING CHEMICAL FACILITIES PHOTOGRAPHIC DETAILS	12/19/2019
172	040-D-1502	EXISTING CHEMICAL FACILITIES PHOTOGRAPHIC DETAILS	12/19/2019
173	040-D-1503	EXISTING CHEMICAL FACILITIES PHOTOGRAPHIC DETAILS	12/19/2019
174	040-D-2001	CHEMICAL FACILITY NO. 1 LOWER LEVEL PLAN	2/7/2020

175	040-D-2002	CHEMICAL FACILITY NO. 1 UPPER LEVEL PLAN	12/19/2019
176	040-D-3001	CHEMICAL FACILITY NO. 1 SECTION	12/19/2019
177	040-D-3002	CHEMICAL FACILITY NO. 1 SECTION	12/19/2019
178	040-D-3003	CHEMICAL FACILITY NO. 1 SECTION	12/19/2019
179	040-D-3004	CHEMICAL FACILITY NO. 1 SECTION	12/19/2019
180	040-P-2001	CHEMICAL FACILITY NO. 1 WATER FLOOR PLAN	12/19/2019
181	040-E-2001	CHEMICAL FACILITY NO. 1 POWER PLAN	2/7/2020
182	040-E-2002	CHEMICAL FACILITY NO. 1 LIGHTING PLAN	12/19/2019
183	040-E-6001	CHEMICAL FACILITY NO. 1 RISER DIAGRAMS	2/7/2020
184	040-ES-2001	CHEMICAL FACILITY NO. 1 SECURITY PLAN	12/19/2019
041 - CHEMICAL FACILITY NO. 2			
185	041-A-2001	CHEMICAL FACILITY NO. 2 LIFE SAFETY PLAN AND CODE DATA	1/22/2020
186	041-A-3001	CHEMICAL FACILITY NO. 2 ELEVATIONS	12/19/2019
187	041-A-3002	CHEMICAL FACILITY NO. 2 BUILDING SECTIONS	12/19/2019
188	041-S-2001	CHEMICAL FACILITY NO. 2 OVERALL PLAN	1/22/2020
189	041-S-3001	CHEMICAL FACILITY NO. 2 SECTIONS	12/19/2019
190	041-S-5001	CHEMICAL FACILITY NO. 2 DETAILS	12/19/2019
191	041-D-2001	CHEMICAL FACILITY NO. 2 LOWER LEVEL PLAN	2/7/2020
192	041-D-2002	CHEMICAL FACILITY NO. 2 UPPER LEVEL PLAN	12/19/2019
193	041-D-3001	CHEMICAL FACILITY NO. 2 SECTION	1/22/2020
194	041-D-3002	CHEMICAL FACILITY NO. 2 SECTION	12/19/2019
195	041-D-3003	CHEMICAL FACILITY NO. 2 SECTION	12/19/2019
196	041-D-3004	CHEMICAL FACILITY NO. 2 SECTION	12/19/2019
197	041-P-2001	CHEMICAL FACILITY NO. 2 WATER FLOOR PLAN	12/19/2019
198	041-E-2001	CHEMICAL FACILITY NO. 2 POWER PLAN	2/7/2020
199	041-E-2002	CHEMICAL FACILITY NO. 2 LIGHTING PLAN	12/19/2019
200	041-E-6001	CHEMICAL FACILITY NO. 2 RISER DIAGRAMS	12/19/2019
201	041-ES-2001	CHEMICAL FACILITY NO. 2 SECURITY PLAN	12/19/2019
042 - POLYMER BULK STORAGE AND FEED			
202	042-D-2001	POLYMER BULK STORAGE AND FEED SYSTEM PLAN	2/7/2020
203	042-D-3001	POLYMER BULK STORAGE AND FEED SYSTEM SECTIONS	2/7/2020
204	042-D-3002	POLYMER BULK STORAGE AND FEED SYSTEM SECTIONS	1/22/2020
205	042-E-2001	POLYMER BULK STORAGE AND FEED SYSTEM POWER PLAN	2/7/2020
080 - PLANT ENTRANCE			
207	080-E-1001	PLANT ONE LINE DIAGRAM DEMOLITION	12/19/2019
208	080-E-6001	PLANT ONE LINE DIAGRAM MODIFICATIONS	12/19/2019
209	080-E-6002	MCC-A1 ONE-LINE DIAGRAMS AND FRONT ELEVATION	2/7/2020

210	080-E-6003	MCC-A2 ONE-LINE DIAGRAMS AND FRONT ELEVATION	12/19/2019
211	080-E-6004	MCC-C1 AND MCC-C2 ONE-LINE DIAGRAMS	2/7/2020
212	080-E-6005	MCC-C1 AND MCC-C2 ELEVATIONS	12/19/2019
213	080-E-6006	MCC-F1 AND MCC-F2 ONE-LINE DIAGRAMS	2/7/2020
214	080-E-6007	MCC-F1 AND MCC-F2 ELEVATIONS	12/19/2019
215	080-E-6008	NETWORK RISER DIAGRAM	2/7/2020
216	080-E-6009	MOTOR CONTROL DIAGRAMS	2/11/2020
217	080-E-6010	VALVE CONTROL PANEL FUNCTIONAL LOGIC	2/7/2020
218	080-E-6011	FUNCTIONAL LOGIC HSP STARTER AND ECD PANEL	2/7/2020
219	080-E-6012	PANELBOARD SCHEDULES	2/7/2020
220	080-E-6013	PANELBOARD SCHEDULES	2/7/2020
221	080-E-6014	LIGHTING SCHEDULE	12/19/2019
222	080-ES-5001	SECURITY NETWORK BLOCK DIAGRAM	2/7/2020
223	080-ES-5002	GUARD STATION RISER DIAGRAM	2/7/2020
224	080-ES-5003	TRAINING BUILDING RISER DIAGRAM	2/7/2020
225	080-ES-5004	HIGH SERVICE PUMP STATION NO. 2 RISER DIAGRAM	2/7/2020
226	080-ES-5005	CHEMICAL FACILITY NO. 1 RISER DIAGRAMS	2/7/2020
227	080-ES-5006	CHEMICAL FACILITY NO. 2 RISER DIAGRAMS	2/7/2020
228	080-ES-5007	DETAILS	12/19/2019
229	080-ES-5008	DETAILS	12/19/2019
230	080-ES-5009	DETAILS	12/19/2019
095 - STANDARD DETAILS			
231	095-C-5001	STANDARD DETAILS	12/19/2019
232	095-C-5002	STANDARD DETAILS	12/19/2019
233	095-C-5003	STANDARD DETAILS	12/19/2019
234	095-N-5001	STANDARD DETAILS	12/19/2019
235	095-N-5002	STANDARD DETAILS	12/19/2019
236	095-N-5003	STANDARD DETAILS	12/19/2019
237	095-N-5004	STANDARD DETAILS	12/19/2019
238	095-N-5005	STANDARD DETAILS	12/19/2019
239	095-N-5006	STANDARD DETAILS	2/7/2020
240	095-A-5001	STANDARD DETAILS	12/19/2019
241	095-A-5002	STANDARD DETAILS	12/19/2019
242	095-A-5003	STANDARD DETAILS	12/19/2019
243	095-A-5004	STANDARD DETAILS	12/19/2019
244	095-A-5005	STANDARD DETAILS	12/19/2019
245	095-S-5001	STANDARD DETAILS	12/19/2019

246	095-S-5002	STANDARD DETAILS	12/19/2019
247	095-S-5003	STANDARD DETAILS	1/22/2020
248	095-S-5004	STANDARD DETAILS	12/19/2019
249	095-S-5005	STANDARD DETAILS	12/19/2019
250	095-S-5006	STANDARD DETAILS	12/19/2019
251	095-S-5007	STANDARD DETAILS	12/19/2019
252	095-S-5008	STANDARD DETAILS	2/7/2020
253	095-D-5000	STANDARD DETAILS	12/19/2019
254	095-D-5001	STANDARD DETAILS	12/19/2019
255	095-D-5002	STANDARD DETAILS	12/19/2019
256	095-D-5003	STANDARD DETAILS	12/19/2019
257	095-D-5004	STANDARD DETAILS	12/19/2019
258	095-D-5005	STANDARD DETAILS	12/19/2019
259	095-D-5006	STANDARD DETAILS	12/19/2019
260	095-D-5007	STANDARD DETAILS	12/19/2019
261	095-D-5008	STANDARD DETAILS	12/19/2019
262	095-M-5001	STANDARD DETAILS	12/19/2019
263	095-M-5002	STANDARD DETAILS	12/19/2019
264	095-P-5001	STANDARD DETAILS	12/19/2019
265	095-P-5002	STANDARD DETAILS	12/19/2019
266	095-FA-5002	STANDARD DETAILS	12/19/2019
267	095-E-5001	STANDARD DETAILS	12/19/2019
268	095-E-5002	STANDARD DETAILS	12/19/2019
269	095-E-5003	STANDARD DETAILS	12/19/2019
270	095-E-5004	STANDARD DETAILS	2/7/2020
271	095-E-5005	STANDARD DETAILS	2/7/2020
272	095-ES-5001	STANDARD DETAILS	12/19/2019
273	095-ES-5001	STANDARD DETAILS	12/19/2019

ADDENDUM	
ADDENDUM #	**DATE**
1	1/22/2020
2	2/3/2020
3	2/7/2020
4	2/11/2020

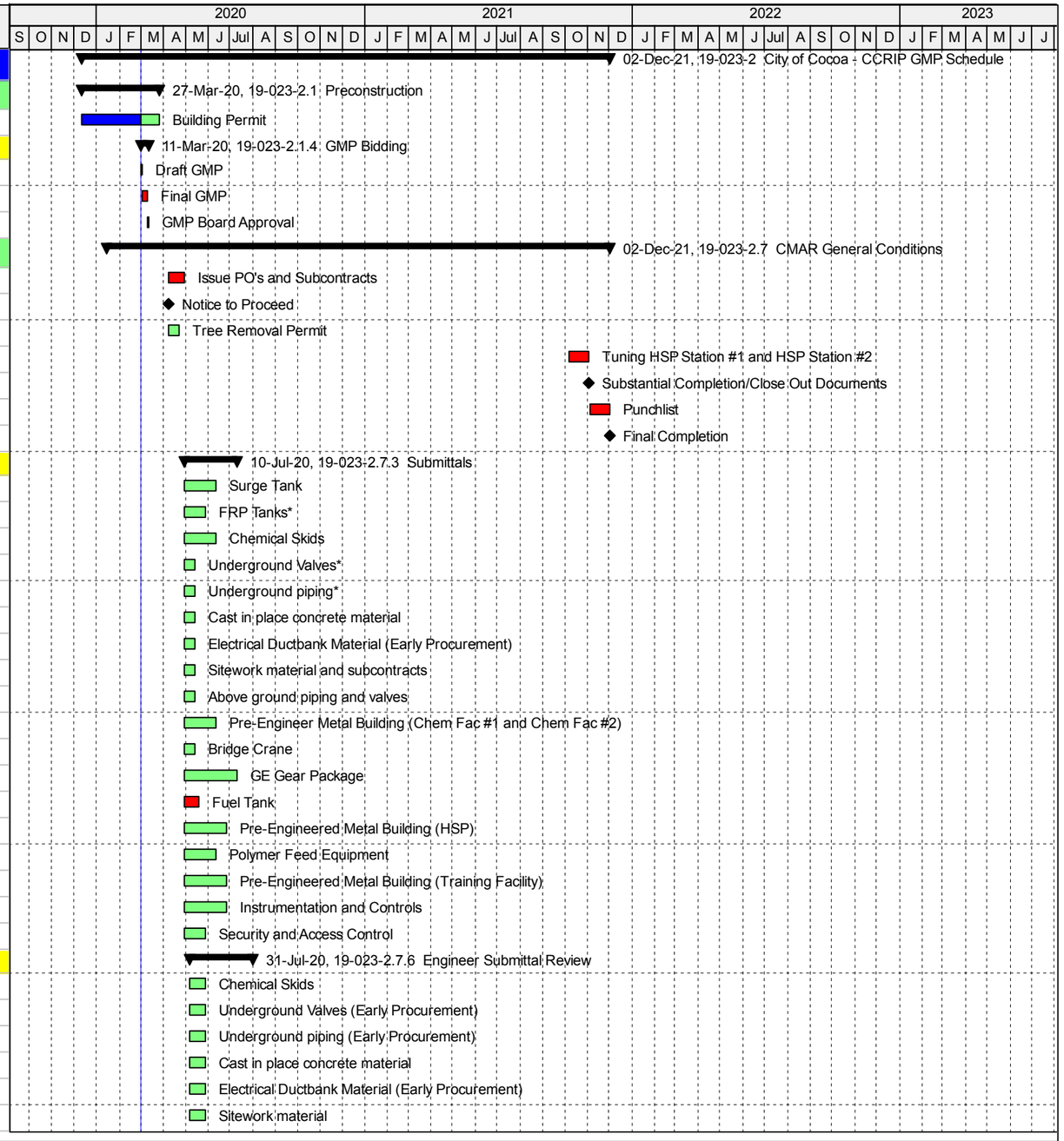
CITY OF COCOA
DYAL CHEMICAL CONVERSION AND RELIABILITY IMPROVEMENTS
STATEMENT OF THE GUARANTEED MAXIMUM PRICE
3/9/2020

COST SUMMARY

	LABOR	EQUIPMENT	MATERIALS	SUBS	TOTALS	COMMENTS
Total Direct Costs			$ 1,210,960	$ 17,048,859	$ 18,259,820	
COST OF THE WORK				$ -	$ 18,259,820	
General Conditions (3.76%)				$ 686,569	$ 686,569	
Contractors Fee (3.82%)				$ 697,525	$ 697,525	
Contingency (3% of Directs)				$ 547,795	$ 547,795	
SUBTOTAL					$ 20,191,708	
Bonds (0.55%)				$ 111,054	$ 111,054	
Insurance (0.20%)				$ 40,383	$ 40,383	
TOTAL	**$0**	**$0**	**$1,210,960**	**$19,132,186**	**$20,343,146**	

DESCRIPTION	QTY	UOM	MATERIALS $ AMOUNT	SUBS $ AMOUNT	$ TOTALS	Recommendation of Awarded Vendor/Supplier	Comments
PURCHASE ORDERS					$ 1,210,960		
FRP TANKS	1	LS	$ 493,960		$ 493,960	Augusta Fiberglass	
SURGE TANK	1	LS	$ 323,222	$ -	$ 323,222	Hydro-Air Systems	
POLYMER FEED	1	LS	$ 393,778	$ -	$ 393,778	Trinova	
SUBCONTRACTS					$ 15,787,565		
MASTER PLANT SUBCONTRACTOR	1	LS	$ -	$ 6,265,819	$ 6,265,819	Wharton-Smith	
TRAINING BUILDING SUBCONTRACTOR	1	LS	$ -	$ 2,254,000	$ 2,254,000	Wharton-Smith	
BRIDGE CRANE SUBCONTRACTOR	1	LS	$ -	$ 73,404	$ 73,404	AOS	
PAINTING SUBCONTRACTOR	1	LS	$ -	$ 211,706	$ 211,706	Exceletech	
UNDERGROUND UTILITY SUBCONTRACTOR	1	LS	$ -	$ 3,507,687	$ 3,507,687	Wharton-Smith	
INSTRUMENTATION SUBCONTRACTOR	1	LS	$ -	$ 604,925	$ 604,925	Commerce Controls	
ELECTRICAL SUBCONTRACTOR	1	LS	$ -	$ 2,132,608	$ 2,132,608	Sinns and Thomas	
SECURITY AND ACCESS CONTROLS SUBCONTRACTOR	1	LS	$ -	$ 279,341	$ 279,341	IFSS	
FIBER OPTIC (FURNISH, INSTALL, TERMINATE, TEST)	1	LS	$ -	$ 70,952	$ 70,952	Danella	
HIGH SERVICE PUMPS #2 AND #3 REHAB	1	LS	$ -	$ 387,123	$ 387,123	Stewarts EMW	
ALLOWANCES					$ 1,261,294		
ASPHALT AND BASE	1	LS	$ -	$ 350,000	$ 350,000		
TRAINING BUILDING FURNITURE AND APPLIANCES	1	LS	$ -	$ 200,000	$ 200,000		
GENERAL PERMIT ALLOWANCE	2	LS	$ -	$ 150,000	$ 150,000		
MATERIAL TESTING	1	LS	$ -	$ 35,000	$ 35,000		
LANDSCAPING	1	LS	$ -	$ 35,000	$ 35,000		
ALLOWANCE FOR HSP #2 AND #3	1	LS	$ -	$ 178,994	$ 178,994	Stewarts EMW	Coupling Replacement & Eddy Current Drive Controller
ELECTRICAL CONFLICT #1 - DUCTBANK REROUTE	1	LS	$ -	$ 210,000	$ 210,000		
ELECTRICAL CONFLICT #2 - METRO E FIBER REROUTE	1	LS	$ -	$ 70,000	$ 70,000		
ELECTRICAL CONFLICT #3 - GATE CONTROLS TEMPORARY REROUTE	1	LS	$ -	$ 12,300	$ 12,300		
ANCHOR BOLTS & A.B. DESIGN SERVICES	1	LS	$ -	$ 20,000	$ 20,000		Missing scope from FRP Tanks & Surge Tank. HSP Isolation Slab Design & AB Supply
TOTAL DIRECT COST			**$ 1,210,960**	**$ 17,048,859**	**$ 18,259,820**		

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish
19-023-2 City of Cocoa - CCRIP GMP Schedule		504	449	12-Dec-19 A	02-Dec-21
19-023-2.1 Preconstruction		100	20	12-Dec-19 A	27-Mar-20
A2550	Building Permit	100	20	12-Dec-19 A	27-Mar-20
19-023-2.1.4 GMP Bidding		8	8	02-Mar-20	11-Mar-20
A2810	Draft GMP	2	2	02-Mar-20*	03-Mar-20
A2820	Final GMP	5	5	04-Mar-20	10-Mar-20
A2560	GMP Board Approval	1	1	11-Mar-20	11-Mar-20*
19-023-2.7 CMAR General Conditions		504	449	15-Jan-20 A	02-Dec-21
A2570	Issue PO's and Subcontracts	15	15	09-Apr-20	29-Apr-20
A2580	Notice to Proceed	0	0	09-Apr-20	
A2830	Tree Removal Permit	10	10	09-Apr-20	22-Apr-20
A3050	Tuning HSP Station #1 and HSP Station #2	20	20	07-Oct-21	03-Nov-21
A2720	Substantial Completion/Close Out Documents	0	0		03-Nov-21
A2880	Punchlist	20	20	04-Nov-21	02-Dec-21
A2920	Final Completion	0	0		02-Dec-21
19-023-2.7.3 Submittals		50	50	30-Apr-20	10-Jul-20
A1020	Surge Tank	30	30	30-Apr-20	11-Jun-20
A1030	FRP Tanks*	20	20	30-Apr-20	28-May-20
A1040	Chemical Skids	30	30	30-Apr-20	11-Jun-20
A1050	Underground Valves*	10	10	30-Apr-20	13-May-20
A1060	Underground piping*	10	10	30-Apr-20	13-May-20
A1070	Cast in place concrete material	10	10	30-Apr-20	13-May-20
A1080	Electrical Ductbank Material (Early Procurement)	10	10	30-Apr-20	13-May-20
A1110	Sitework material and subcontracts	10	10	30-Apr-20	13-May-20
A1120	Above ground piping and valves	10	10	30-Apr-20	13-May-20
A1130	Pre-Engineer Metal Building (Chem Fac #1 and Chem Fac #2)	30	30	30-Apr-20	11-Jun-20
A1530	Bridge Crane	10	10	30-Apr-20	13-May-20
A2620	GE Gear Package	50	50	30-Apr-20	10-Jul-20
A2650	Fuel Tank	15	15	30-Apr-20	20-May-20
A2690	Pre-Engineered Metal Building (HSP)	40	40	30-Apr-20	25-Jun-20
A2930	Polymer Feed Equipment	30	30	30-Apr-20	11-Jun-20
A3010	Pre-Engineered Metal Building (Training Facility)	40	40	30-Apr-20	25-Jun-20
A1090	Instrumentation and Controls	40	40	30-Apr-20	25-Jun-20
A1100	Security and Access Control	20	20	30-Apr-20	28-May-20
19-023-2.7.6 Engineer Submittal Review		60	60	07-May-20	31-Jul-20
A1180	Chemical Skids	15	15	07-May-20	28-May-20
A1190	Underground Valves (Early Procurement)	15	15	07-May-20	28-May-20
A1200	Underground piping (Early Procurement)	15	15	07-May-20	28-May-20
A1210	Cast in place concrete material	15	15	07-May-20	28-May-20
A1220	Electrical Ductbank Material (Early Procurement)	15	15	07-May-20	28-May-20
A1250	Sitework material	15	15	07-May-20	28-May-20



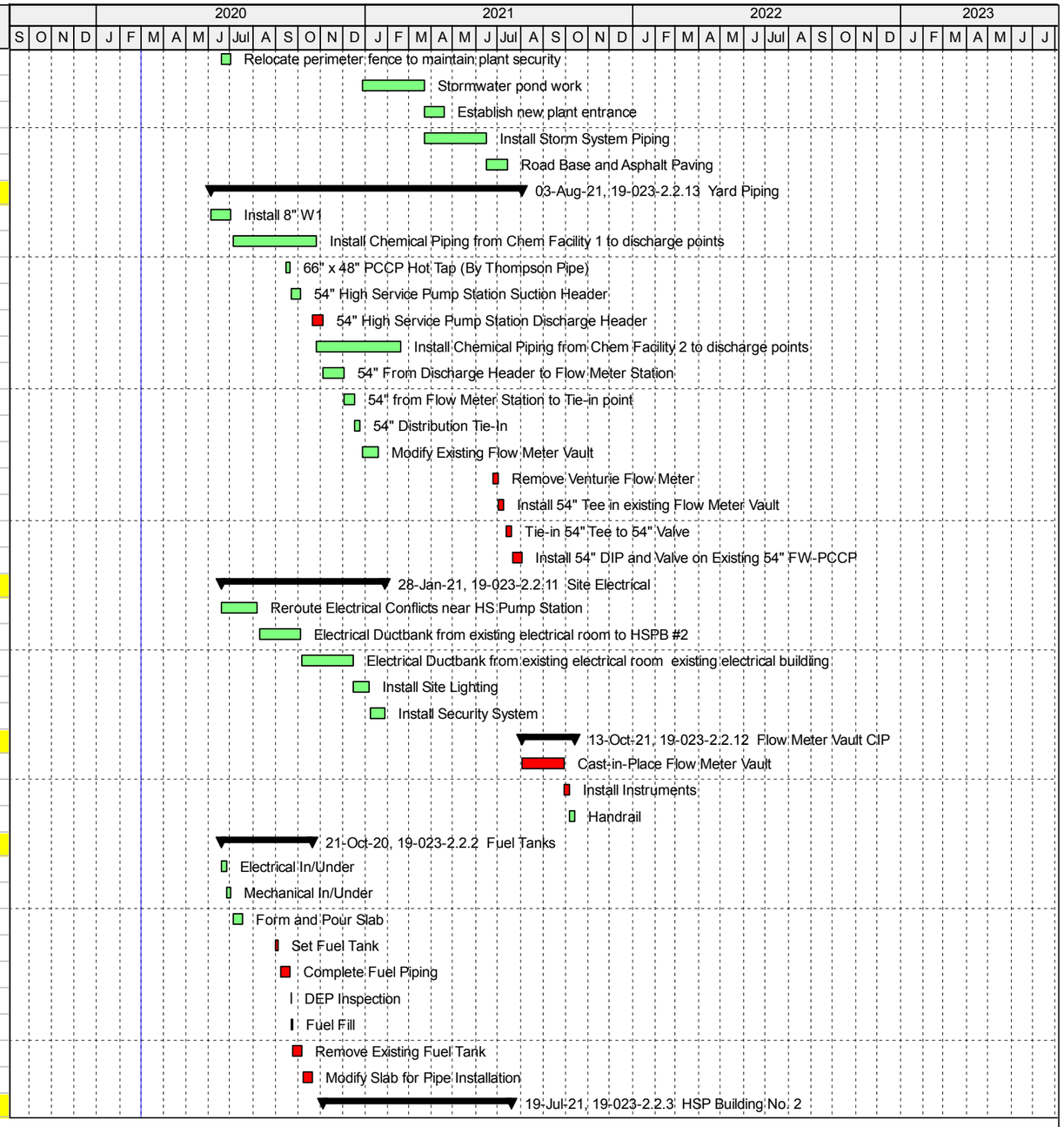
Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish
A1260	Above ground piping and valves	15	15	07-May-20	28-May-20
A1540	Bridge Crane	15	15	14-May-20	04-Jun-20
A2660	Fuel Tank	15	15	21-May-20	11-Jun-20
A1170	FRP Tanks	15	15	29-May-20	18-Jun-20
A1240	Security and Access Control	15	15	29-May-20	18-Jun-20
A1160	Surge Tank	15	15	12-Jun-20	02-Jul-20
A1270	Metal Buildings	15	15	12-Jun-20	02-Jul-20
A1230	Polymer Feed System	15	15	12-Jun-20	02-Jul-20
A3440	Pre-Engineer Metal Building (Chem Fac #1 and Chem Fac #2)	15	15	12-Jun-20	02-Jul-20
A1280	Instrumentation and Controls	15	15	26-Jun-20	17-Jul-20
A3450	Pre-Engineered Metal Building (HSP)	15	15	26-Jun-20	17-Jul-20
A3430	Pre-Engineered Metal Building (Training Facility)	15	15	26-Jun-20	17-Jul-20
A2630	GE Gear Package	15	15	13-Jul-20	31-Jul-20
19-023-2.7.5 Release/Fabrication		273	218	15-Jan-20 A	07-Jan-21
A2700	HS Pump #3 Rehab (By Stewarts)	90	90	15-Jan-20 A	07-Jul-20
A1320	Chemical Skids	60	60	29-May-20	21-Aug-20
A1330	Underground Valves (Early Procurement)	40	40	29-May-20	24-Jul-20
A1340	Underground piping (Early Procurement)	75	75	29-May-20	14-Sep-20
A1350	Cast in place concrete material	30	30	29-May-20	10-Jul-20
A1360	Electrical Ductbank Material (Early Procurements)	20	20	29-May-20	25-Jun-20
A1390	RCP Pipe and Storm Structures	20	20	29-May-20	25-Jun-20
A1400	Above ground piping and valves	100	100	29-May-20	19-Oct-20
A1550	Bridge Crane	40	40	05-Jun-20	31-Jul-20
A2670	Fuel Tank	55	55	12-Jun-20	28-Aug-20
A1310	FRP Tanks	80	80	19-Jun-20	12-Oct-20
A2730	Security and Access Control	50	50	19-Jun-20	28-Aug-20
A1300	Surge Tank	130	130	06-Jul-20	07-Jan-21
A1370	Polymer Feed System	30	30	06-Jul-20	14-Aug-20
A3030	PEMB (Chem Fac 1)	60	60	06-Jul-20	28-Sep-20
A3040	PEMB (Chem Fac 2)	60	60	06-Jul-20	28-Sep-20
A1410	PEMB (HSP)	70	70	20-Jul-20	26-Oct-20
A1380	Field Instruements	100	100	20-Jul-20	08-Dec-20
A1420	Control Panels	60	60	20-Jul-20	12-Oct-20
A3020	PEMB (Training Facility)	70	70	20-Jul-20	26-Oct-20
A2640	GE Gear Package	80	80	03-Aug-20	23-Nov-20
A2710	HS Pump #2 Rehab (By Stewarts)	90	90	06-Aug-20	11-Dec-20
19-023-2.2 Construction		361	361	14-May-20	13-Oct-21
19-023-2.2.1 Sitework		297	297	14-May-20	14-Jul-21
A2450	Mobilization(establish trailer and laydown area)	10	10	14-May-20	28-May-20
A2590	Install SWPPP	5	5	29-May-20	04-Jun-20
A2600	Clearing	10	10	05-Jun-20	18-Jun-20



Actual Work
Remaining Work
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Milestone
Summary

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish
A2360	Relocate perimeter fence to maintain plant security	10	10	19-Jun-20	02-Jul-20
A2430	Stormwater pond work	60	60	28-Dec-20	22-Mar-21
A2460	Establish new plant entrance	20	20	23-Mar-21	19-Apr-21
A2480	Install Storm System Piping	60	60	23-Mar-21	15-Jun-21
A2440	Road Base and Asphalt Paving	20	20	16-Jun-21	14-Jul-21
19-023-2.2.13 Yard Piping		296	296	05-Jun-20	03-Aug-21
A3560	Install 8" W1	20	20	05-Jun-20	02-Jul-20
A3570	Install Chemical Piping from Chem Facility 1 to discharge points	80	80	06-Jul-20	26-Oct-20
A3460	66" x 48" PCCP Hot Tap (By Thompson Pipe)	5	5	15-Sep-20	21-Sep-20
A3470	54" High Service Pump Station Suction Header	10	10	22-Sep-20	05-Oct-20
A3480	54" High Service Pump Station Discharge Header	10	10	22-Oct-20	04-Nov-20
A3580	Install Chemical Piping from Chem Facility 2 to discharge points	80	80	27-Oct-20	18-Feb-21
A3490	54" From Discharge Header to Flow Meter Station	20	20	05-Nov-20	03-Dec-20
A3500	54" from Flow Meter Station to Tie-in point	10	10	04-Dec-20	17-Dec-20
A3510	54" Distribution Tie-In	5	5	18-Dec-20	24-Dec-20
A3650	Modify Existing Flow Meter Vault	15	15	28-Dec-20	18-Jan-21
A3520	Remove Venturie Flow Meter	5	5	25-Jun-21	01-Jul-21
A3530	Install 54" Tee in existing Flow Meter Vault	5	5	02-Jul-21	09-Jul-21
A3540	Tie-in 54" Tee to 54" Valve	7	7	12-Jul-21	20-Jul-21
A3550	Install 54" DIP and Valve on Existing 54" FW-PCCP	10	10	21-Jul-21	03-Aug-21
19-023-2.2.11 Site Electrical		155	155	19-Jun-20	28-Jan-21
A3600	Reroute Electrical Conflicts near HS Pump Station	35	35	19-Jun-20	07-Aug-20
A3610	Electrical Ductbank from existing electrical room to HSPB #2	40	40	10-Aug-20	05-Oct-20
A3620	Electrical Ductbank from existing electrical room existing electrical b	50	50	06-Oct-20	15-Dec-20
A3630	Install Site Lighting	15	15	16-Dec-20	07-Jan-21
A3640	Install Security System	15	15	08-Jan-21	28-Jan-21
19-023-2.2.12 Flow Meter Vault CIP		50	50	04-Aug-21	13-Oct-21
A3680	Cast-in-Place Flow Meter Vault	40	40	04-Aug-21	29-Sep-21
A3690	Install Instruments	5	5	30-Sep-21	06-Oct-21
A3700	Handrail	5	5	07-Oct-21	13-Oct-21
19-023-2.2.2 Fuel Tanks		87	87	19-Jun-20	21-Oct-20
A2840	Electrical In/Under	5	5	19-Jun-20	25-Jun-20
A2850	Mechanical In/Under	5	5	26-Jun-20	02-Jul-20
A2860	Form and Pour Slab	10	10	06-Jul-20	17-Jul-20
A2870	Set Fuel Tank	5	5	31-Aug-20	04-Sep-20
A2890	Complete Fuel Piping	10	10	08-Sep-20	21-Sep-20
A2900	DEP Inspection	1	1	22-Sep-20	22-Sep-20
A2910	Fuel Fill	1	1	23-Sep-20	23-Sep-20
A2990	Remove Existing Fuel Tank	10	10	24-Sep-20	07-Oct-20
A3000	Modify Slab for Pipe Installation	10	10	08-Oct-20	21-Oct-20
19-023-2.2.3 HSP Building No. 2		178	178	05-Nov-20	19-Jul-21



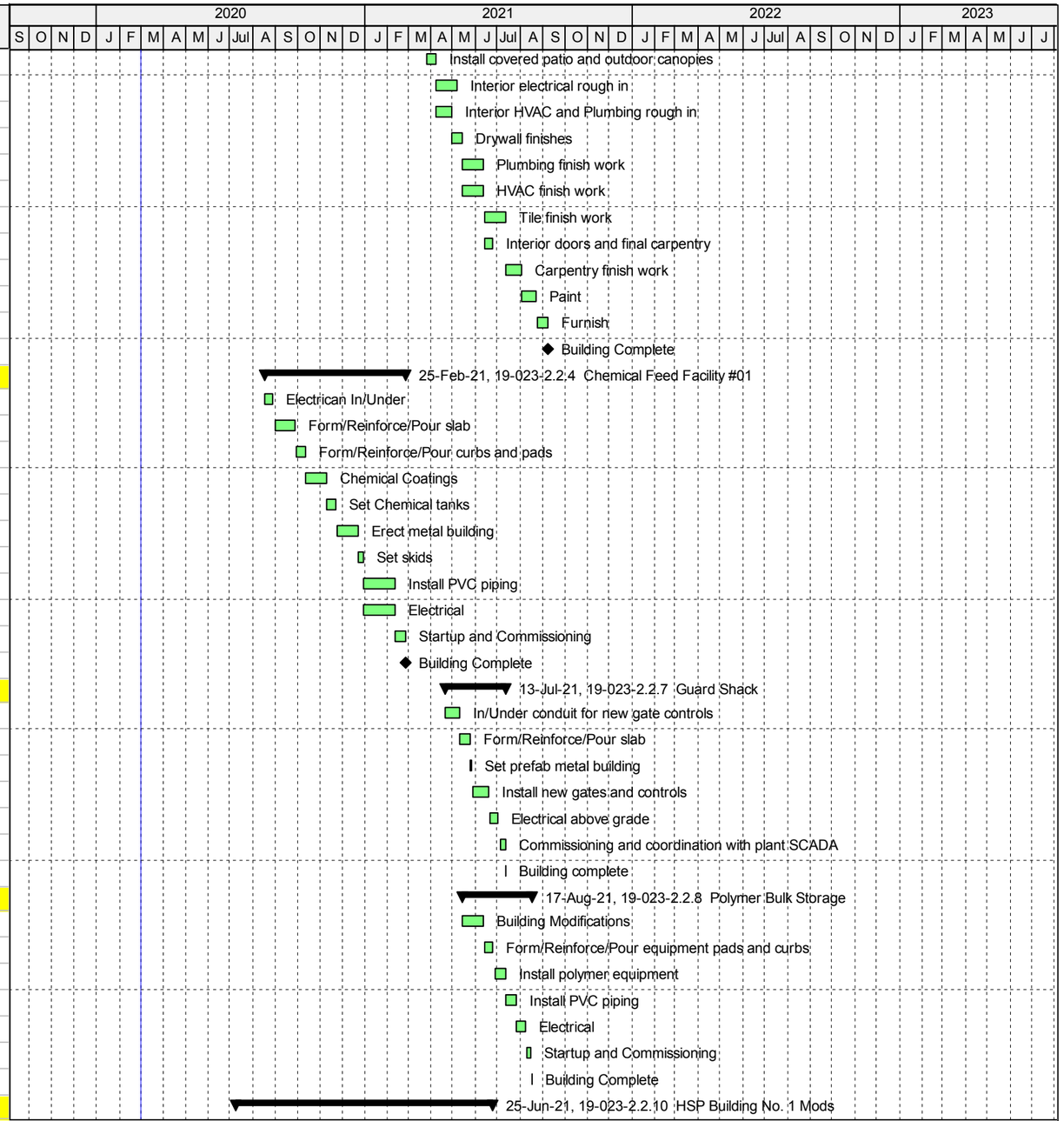
Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish
A1600	Drain piping In/Under	7	7	05-Nov-20	13-Nov-20
A1610	Electrical In/Under	10	10	16-Nov-20	30-Nov-20
A1620	Form/Reinforce/Pour building slab	15	15	01-Dec-20	21-Dec-20
A1740	Pre-Engineered Building Frame	20	20	22-Dec-20	20-Jan-21
A1640	Pre-Engineered Building Insulation and Paneling	40	40	21-Jan-21	17-Mar-21
A1690	Electrical work inside building	20	20	18-Mar-21	14-Apr-21
A1650	Install Bridge Crane	10	10	18-Mar-21	31-Mar-21
A1700	Set HS Pump No. 2	5	5	15-Apr-21	21-Apr-21
A1710	Mechanical work inside building	20	20	22-Apr-21	19-May-21
A1720	Startup and Commissioning HS Pump No. 2	10	10	20-May-21	03-Jun-21
A2470	Disinfection and FDEP Clearance For HS Pump No. 2	15	15	04-Jun-21	24-Jun-21
A2170	Set HS Pump No. 3	5	5	28-Jun-21	02-Jul-21
A2180	Start-up and Commissioning HS Pump No. 3	10	10	06-Jul-21	19-Jul-21
19-023-2.2.14 Surge Tank		87	87	28-Dec-20	28-Apr-21
A3660	Form, Reinforce and Pour Foundation	8	8	28-Dec-20	07-Jan-21
A3670	Form, Reinforce and Pour Tank Supports	8	8	08-Jan-21	19-Jan-21
A2320	Install and connect surge tank	10	10	20-Jan-21	02-Feb-21
A2380	Start-up and Commissioning Surge Tank	10	10	15-Apr-21	28-Apr-21
19-023-2.2.5 Chemical Feed Facility #02		155	155	31-Aug-20	08-Apr-21
A1860	Electrical In/Under	10	10	31-Aug-20	14-Sep-20
A1870	Form/Reinforce/Pour slab	20	20	29-Sep-20	26-Oct-20
A1880	Form/Reinforce/Pour curbs and pads	10	10	27-Oct-20	09-Nov-20
A1890	Chemical Coatings	20	20	10-Nov-20	08-Dec-20
A1900	Set Chemical tanks	10	10	09-Dec-20	22-Dec-20
A1910	Erect metal building	20	20	23-Dec-20	21-Jan-21
A1920	Set skids	5	5	22-Jan-21	28-Jan-21
A1930	Install PVC piping	30	30	12-Feb-21	25-Mar-21
A1940	Electrical	30	30	12-Feb-21	25-Mar-21
A1950	Startup and Commissioning	10	10	26-Mar-21	08-Apr-21
A1960	Building Complete	0	0		08-Apr-21
19-023-2.2.6 Training Building		285	285	27-Jul-20	07-Sep-21
A2110	Electrical In/Under	15	15	27-Jul-20	14-Aug-20
A2120	Plumbing In/Under	15	15	17-Aug-20	04-Sep-20
A2130	HVAC In/Under	10	10	17-Aug-20	28-Aug-20
A2140	Form/Reinforce/Pour building slab	15	15	31-Aug-20	21-Sep-20
A2150	Pre-Engineered Building Frame	40	40	27-Oct-20	22-Dec-20
A2160	Pre-Engineered Building Insulation and Paneling	40	40	23-Dec-20	18-Feb-21
A2190	Install EPDM Roofing(Dry In)	10	10	19-Feb-21	04-Mar-21
A2200	Install Aluminum and glass windows	10	10	05-Mar-21	18-Mar-21
A2210	Install aluminum and glass doors	5	5	19-Mar-21	25-Mar-21
A2230	Interior framing	15	15	19-Mar-21	08-Apr-21



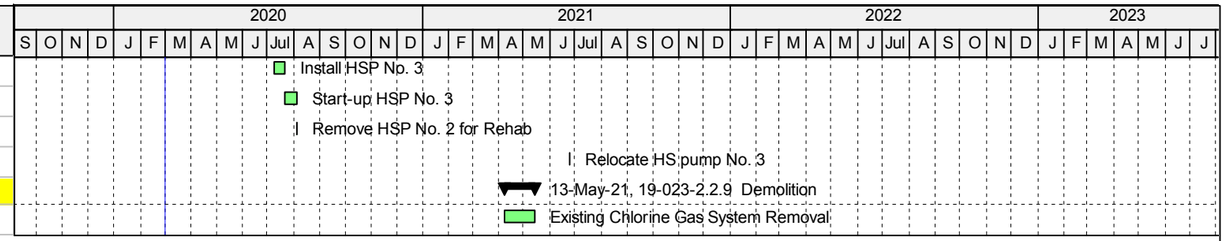
Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish
A2220	Install covered patio and outdoor canopies	10	10	26-Mar-21	08-Apr-21
A2240	Interior electrical rough in	20	20	09-Apr-21	06-May-21
A2250	Interior HVAC and Plumbing rough in	15	15	09-Apr-21	29-Apr-21
A2260	Drywall finishes	10	10	30-Apr-21	13-May-21
A2270	Plumbing finish work	20	20	14-May-21	11-Jun-21
A2290	HVAC finish work	20	20	14-May-21	11-Jun-21
A2280	Tile finish work	20	20	14-Jun-21	12-Jul-21
A2330	Interior doors and final carpentry	10	10	14-Jun-21	25-Jun-21
A2300	Carpentry finish work	15	15	13-Jul-21	02-Aug-21
A2310	Paint	15	15	03-Aug-21	23-Aug-21
A2340	Furnish	10	10	24-Aug-21	07-Sep-21
A2350	Building Complete	0	0		07-Sep-21
19-023-2.2.4 Chemical Feed Facility #01		135	135	17-Aug-20	25-Feb-21
A1750	Electrican In/Under	10	10	17-Aug-20	28-Aug-20
A1760	Form/Reinforce/Pour slab	20	20	31-Aug-20	28-Sep-20
A1770	Form/Reinforce/Pour curbs and pads	10	10	29-Sep-20	12-Oct-20
A1780	Chemical Coatings	20	20	13-Oct-20	09-Nov-20
A1790	Set Chemical tanks	10	10	10-Nov-20	23-Nov-20
A1800	Erect metal building	20	20	24-Nov-20	22-Dec-20
A1810	Set skids	5	5	23-Dec-20	30-Dec-20
A1820	Install PVC piping	30	30	31-Dec-20	11-Feb-21
A1830	Electrical	30	30	31-Dec-20	11-Feb-21
A1840	Startup and Commissioning	10	10	12-Feb-21	25-Feb-21
A1850	Building Complete	0	0		25-Feb-21
19-023-2.2.7 Guard Shack		59	59	20-Apr-21	13-Jul-21
A2040	In/Under conduit for new gate controls	15	15	20-Apr-21	10-May-21
A2050	Form/Reinforce/Pour slab	10	10	11-May-21	24-May-21
A2060	Set prefab metal building	3	3	25-May-21	27-May-21
A2070	Install new gates and controls	15	15	28-May-21	18-Jun-21
A2080	Electrical above grade	10	10	21-Jun-21	02-Jul-21
A2090	Commissioning and coordination with plant SCADA	5	5	06-Jul-21	12-Jul-21
A2100	Building complete	1	1	13-Jul-21	13-Jul-21
19-023-2.2.8 Polymer Bulk Storage		66	66	14-May-21	17-Aug-21
A1970	Building Modifications	20	20	14-May-21	11-Jun-21
A1980	Form/Reinforce/Pour equipment pads and curbs	10	10	14-Jun-21	25-Jun-21
A1990	Install polymer equipment	10	10	28-Jun-21	12-Jul-21
A2000	Install PVC piping	10	10	13-Jul-21	26-Jul-21
A2010	Electrical	10	10	27-Jul-21	09-Aug-21
A2020	Startup and Commissioning	5	5	10-Aug-21	16-Aug-21
A2030	Building Complete	1	1	17-Aug-21	17-Aug-21
19-023-2.2.10 HSP Building No. 1 Mods		248	248	08-Jul-20	25-Jun-21



Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish
A2950	Install HSP No. 3	10	10	08-Jul-20	21-Jul-20
A2960	Start-up HSP No. 3	10	10	22-Jul-20	04-Aug-20
A2970	Remove HSP No. 2 for Rehab	1	1	05-Aug-20	05-Aug-20
A2980	Relocate HS pump No. 3	1	1	25-Jun-21	25-Jun-21
19-023-2.2.9 Demolition		25	25	09-Apr-21	13-May-21
A2940	Existing Chlorine Gas System Removal	25	25	09-Apr-21	13-May-21



Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

Shawn Calabrese

Area Superintendent

KEY QUALIFICATIONS

Extensive background experience in water-centered construction projects.

YEARS OF EXPERIENCE

9—Wharton-Smith
20—Total

LICENSES/ CERTIFICATIONS

OSHA 10- hr
First Aid
Storm Water Certification
MOT Class 2
Trenching
Confined Space
Rigging
Scaffold
Lull
Excavator & Loader

As Area Superintendent, Shawn is responsible for the supervision and coordination of the day-to-day on site project activities of the subcontractors and Wharton-Smith employees. His areas of responsibility include safety inspections, daily reports, two-week look ahead schedules, delivery coordination, storage and installation requirements, project final quality and start up planning. Safety and quality control, three-week look ahead scheduling, daily reports, labor and equipment resources, subcontractor control, start ups, testing and close out.

Project Experience

- Western Regional Water Plant, Orange County, Apopka, FL
- Corkscrew Water Treatment Plant Effluent Reuse, Gulf Utility Company, Estero
- Island Estates RW System, City of Clearwater, FL
- Sky Lake Water Treatment Plant Ozone Demonstration, Orlando Utilities Commission, Orlando, FL
- Willa Springs Pump Station, Casselberry, S. Seminole & N. Orange County, FL
- Wastewater Treatment Plant Expansion & Improvement, City of Bradenton, FL
- Wastewater Pump Station #31, City of Pinellas Park, FL
- St. Pete Water Reclamation Facility Part A, B & D, City of St. Petersburg, FL
- Water Quality 2000, City of Tampa Water Department, FL
- Northwest Reclaimed Water Transmission Main, Hillsborough County, FL
- Plant City Water Treatment Plant, City of Plant City, FL
- Albert Whitted WRF Dual-Use Effluent Pumps, City of St. Petersburg, FL
- Peace River Facility/ASR Expansion, 12.00 MGD, Arcadia, Peace River/ Manasota Regional WSA
- 18th Street Pump Station Rehab, City of Tampa, FL
- Aquifer Storage Recovery, Bradenton, Manatee County, FL
- Pine Hills Gasketed Diff, Orlando Utilities Commission, FL
- Consumers WTP, 20.00 MGD, Seminole County, FL
- Modifications to North Booster Pump Station, Clearwater, Pinellas County, FL
- South Bermuda WRF Expansion, 6.00 MGD, City of Kissimmee, FL
- W. Mitchell Hammock Road Water Treatment Facility Phase I and II, 2.50 MGD, City of Oviedo, FL
- Northwest Reclaimed Water Control Improvements, Hillsborough County, FL
- Okeechobee WWTP Improvements, Okeechobee Utility Authority, FL
- Valrico AWTP Pump Station, Hillsborough County, FL



Erik Anderson

Project Executive

As Sr. Project Manager, Erik will handle all day-to-day administration items, including contracts, purchase orders, submittals, RFI's, change proposal requests, meetings, schedule updates, and all reports. Specific responsibilities include providing technical support for the project; overseeing quality control for all construction activities; procurement of materials, equipment, and subcontractor services; submittal and shop drawing review; generating RFI's to resolve potential problems or conflicts; development of project schedule and schedule updates; maintaining project logs; O&M manual review; and coordinating start-up and check-out services for process equipment.

KEY QUALIFICATIONS

Extensive background experience in project management and water treatment projects

EDUCATION

BS, Mechanical Engineering, University of Central Florida, 2005

MS, Industrial Engineering, University of Central Florida, 2006

YEARS OF EXPERIENCE

12—Wharton-Smith
14—Total

REGISTRATIONS / LICENSES / CERTIFICATIONS

Florida Professional Engineers License No. 72991

OSHA 10-Hour

Project Experience

- NW Water Reclamation Facility Expansion, Hillsborough County, FL; ***Design-Build*** ($181 million)
- S. Bermuda Clarifier Replacement, Toho Water Authority, FL ***CMAR*** ($1.6 million)
- Canal Street Water Reclamation Facility, City of Leesburg, FL ($17 million)
- Camelot Clarifier Replacement, Toho Water Authority, FL ***CMAR*** ($902,782)
- Harmony Expansion Phase 1, Toho Water Authority, FL ***CMAR*** ($9 million)
- Meadow Woods WSF Modifications, Orange County BOCC, FL ($2 million)
- Harmony WWTP Expansion, Toho Water Authority, FL ($300,000)
- K-Mart & Meadow Woods Pump Station Rehab, Orange County BOCC, FL ($4.5 million)
- S. Bermuda WWTP Diffuser Replacement Project, Toho Water Authority, FL ($700,000)
- Imperial Lakes Water Treatment Plant, Polk County Utilities, FL ($7.2 million)
- Toho Water Reclamation Facility #3 Rehabilitation, Toho Water Authority, FL ($600,000)
- WTP #1 Improvements, City of St. Cloud, FL ***CMAR*** ($10.1 million)
- Yankee Lake WRF Phase 2A Upgrades, Seminole County, FL ($10.9 million)
- ASR Facility, St. Johns Water Management District, FL ($1.2 million)
- Eastern Regional Water Reclamation Facility - Phase 4C, Orange County, FL ($28.6 million)
- On Top of the World WTP #4, Ocala, FL ($11.2 million)
- Wauchula Hills WWTP Upgrades, Hardee County, FL ($2.6 million)



Matt Peterson

Senior Project Manager

For projects, Matt will handle all day-to-day administration items, including contracts, purchase orders, submittals, RFI's, change proposal requests, meetings, schedule updates, and all reports. Specific responsibilities include providing technical support for the project; overseeing quality control for all construction activities; procurement of materials, equipment, and subcontractor services; submittal and shop drawing review; generating RFI's to resolve potential problems or conflicts; development of project schedule and schedule updates; maintaining project logs; O&M manual review; and coordinating start-up and check-out services for process equipment.

KEY QUALIFICATIONS

Background experience in water-centered construction projects.

EDUCATION

BSCE, Civil Engineering, University of Central Florida, 2009

YEARS OF EXPERIENCE

14—Wharton-Smith
14—Total

REGISTRATIONS / LICENSES / CERTIFICATIONS

Registered Engineer in Training (EIT) State of Florida Certification No.

NPDES Certified Stormwater Inspector

OSHA 10-Hour

Project Experience

- Player's Club WRF, St. John's County, FL ($32.7 million) (Ongoing)
- Eastern RWSF Improvements Phase 3B ($15 million) (Ongoing)
- Cypress West WRF, Toho Water Authority, FL ($23 million)
- S. Bermuda WRF Plant 2 & 3 Improvements, Toho Water Authority, FL ($9.8 million)
- Lift Station 5, City Orlando, FL ($6.8 million)
- S Bermuda WRF & Walnut WRF Pretreatment Screens, Toho Water Authority, FL ($1 million)
- Eastern Generator & Hypochlorite Storage, Orange County, FL ($1.2 million)
- Package No. 7 Pump Station Repairs, Orange County, FL ($934,000)
- Barefoot Bay WTP Improvements, Brevard County, FL ($1.1 million)
- SW Regional WWTF - Reclaimed Improvements, Polk Co, FL ($1.2 million)
- Casselberry WRF Improvements, City of Casselberry, FL ($1.3 million)
- Melbourne Concentrate/Crane Field, City of Melbourne, FL ($1 million)
- Turtle Trek Attraction, SeaWorld Orlando, FL (confidential $ amount)
- Southeast Regional WTP, Seminole County, FL ($22 million)
- South West Marriott Pump Station, Orange County, FL ($2.5 million)
- Casselberry South WTP - GAC Treatment Addition, City of Casselberry, FL ($3.1 million)
- Greenwood Lakes WRF, Seminole County, FL ($12.3 million)
- On Top of the World WTP, On Top of the World, ($11 million)

Legislation Details (With Text)

File #:	20-152	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	3/4/2020			**In control:**	City Council
On agenda:	3/25/2020			**Final action:**	
Title:	Approve an Interlocal Cooperation Agreement between the City of Cocoa and Brevard County to accept $175,000 in Brevard County Community Development Block Grant (CDBG) funds for pool resurfacing and other pool related improvements at the Dr. Joe Lee Smith Community Center Project #CP1504, PO# 74150. These funds will be reimbursed to the City by Brevard County CDBG and deposited back into General Fund Balance, not to exceed $175,000. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Brevard County Interlocal Agreement.pdf City Clerks Journal Page 5.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 4, 2020
Agenda Date: March 25, 2020
Prepared By: Ibis S. Berardi, Housing Program Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approve an Interlocal Cooperation Agreement between the City of Cocoa and Brevard County to accept $175,000 in Brevard County Community Development Block Grant (CDBG) funds for pool resurfacing and other pool related improvements at the Dr. Joe Lee Smith Community Center Project #CP1504, PO# 74150. These funds will be reimbursed to the City by Brevard County CDBG and deposited back into General Fund Balance, not to exceed $175,000.

BACKGROUND:

The City of Cocoa is currently in the process of constructing a new Dr. Joe Lee Smith Community Center located at 415 Stone Street that includes other modifications to the entire park. The work is anticipated to be completed prior to the end of the current school year and the facility and pool will be operational for the summer season. The project is currently being jointly funded by the City of Cocoa General Fund, U.S. Department of Housing and Urban Development (HUD) City of Cocoa CDBG FY 18/19 & CDBG FY 19/20, Section 108 Loan Guarantee Program funds, the Diamond Square Redevelopment Agency, Brevard County District 4 Parks funds and Brevard County CDBG FY 19/20.

On June 12, 2019 City Council approved a Resolution Amending the FY 2019 Budget with the use of General Fund Balance Reserves, for the Dr. Joe Lee Smith Community Center Construction Project in Fiscal Year 2019, in the amount of $1,324,369. The contributions listed below make up the total

cost of the project, at that time:

1) Diamond Square Community Redevelopment Agency = $47,488 (Budgeted FY 2019)
2) Section 108 Loan Guarantee Funds = $894,000
3) CDBG - FY 2019 Budget = $190,000
4) CDBG - FY 2020 = $65,369
5) CDBG - Brevard County FY 2020 = $175,000
6) City of Cocoa - Capital Project Fund 301 = $3,178,156 (Budgeted FY2019)

The Interlocal Cooperation Agreement provides for the CDBG - Brevard County FY2020 funds not to exceed $175,000 for the resurfacing of the pool to include; replacing the pool house roof, painting the inside & outside of the pool house, adding swimming lanes, and replacing showers and bathrooms.

Since Brevard County CDBG will be providing reimbursement for the improvements, it was necessary for the City to front the monies. This Agreement will memorialize the reimbursement of the $175,000 to replenish the fund balance account at such time the project is complete and the County provides the reimbursement.

STRATEGIC PLAN CONNECTION:

None.

BUDGETARY IMPACT:

On June 12, 2019 City Council approved Agenda Item 19-278 for the Resolution amending the FY 2019 Budget with Use of General Fund Balance Reserves for the Dr. Joe Lee Smith Community Center Project #CP1504, which included the $175,000 from Brevard County CDBG.

PREVIOUS ACTION:

On June 12, 2019 City Council approved Agenda Item 19-278 for the Resolution amending the FY 2019 Budget with Use of General Fund Balance Reserves for the Dr. Joe Lee Smith Community Center Project #CP1504. On June 12, 2019 City Council approved Agenda Item 19-217 Accepting the Contract Guaranteed Maximum Price (GMP) from W&J Construction for the amount to design and build the Dr. Joe Lee Smith Community Center and to approve a Resolution modifying Resolution NO. 1029-004 regarding the GMP.

RECOMMENDED MOTION:

Approve an Interlocal Cooperation Agreement between the City of Cocoa and Brevard County to accept $175,000 in Brevard County Community Development Block Grant (CDBG) funds for pool resurfacing and other pool related improvements at the Dr. Joe Lee Smith Community Center Project #CP1504, PO# 74150. These funds will be reimbursed to the City by Brevard County CDBG and deposited back into General Fund Balance, not to exceed $175,000.

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Interlocal Cooperation Agreement BETWEEN
City of Cocoa and Brevard County

THIS AGREEMENT is made and entered into the _____ day of _____, 2020, by and between the **CITY OF COCOA**, a municipal corporation (hereinafter referred to as **"CITY"**), and **BREVARD COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as **"COUNTY"**).

WITNESSETH

WHEREAS, the Housing and Community Development Act of 1974, as amended, makes provisions whereby local cities may enter into cooperation agreements with certain units of local government to undertake or assist in undertaking essential activities pursuant to Community Development Block Grants; and

WHEREAS, this Agreement covers the Community Block Grant Entitlement; and

WHEREAS, it is the desire of the parties to this Agreement that the **CITY** undertake activities to plan and carry out the Community Development Block Grant Programs (hereinafter referred to as "CDBG") for the benefit of the residents of Brevard County; and

WHEREAS, Interlocal Agreements of this type are authorized by Part 1, Chapter 163, Florida Statutes, as well as other applicable law.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

SECTION 1. RECITALS

The above recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

SECTION 2. SCOPE OF SERVICES/WORK

This is a joint project between the **CITY** and **COUNTY**. The **CITY** will utilize CDBG funds provided by the **COUNTY** not to exceed $175,000 for the resurfacing of the pool to include; replacing the pool house roof, painting the inside and outside of the pool house, adding swimming lanes, and replacing showers and bathrooms, at **415 STONE STREET, JOE LEE SMITH COMMUNITY CENTER, COCOA, FLORIDA 32922**.

TERM: The term of this agreement shall begin **October 1, 2019** and continue through **September 30, 2020.**

SECTION 3. COUNTY OBLIGATIONS

Upon completion and receipt of ALL receipts and supporting documentation the **COUNTY** agrees to provide an amount not to exceed $175,000 in CDBG funds.

SECTION 4. APPLICABLE LAWS/COMPLIANCE

(a) The **CITY** agrees to undertake and accomplish all necessary actions as determined by the **COUNTY**, in order to carry out the project, along with all applicable Federal, State and Local regulations. The **CITY** agrees to comply with all auditing requirements imposed by the **COUNTY**. The **CITY** will also make available upon request the file and all documentation as pertaining to this project.

(b) The **CITY** acknowledges and understands that noncompliance by the **CITY** with all applicable provisions of laws, rules or regulations may constitute noncompliance.

IN WITNESS WHEREOF, the **CITY** and the **COUNTY** do hereby authorize and have executed this Agreement as the date first hereinbefore written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

_____
Scott Ellis, Clerk of Court

By: _____
Bryan Lober, Chair

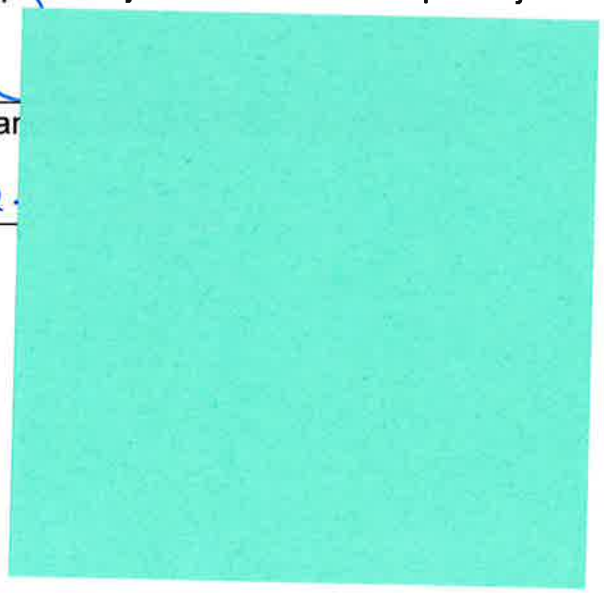
Date: _____

As approved by the Board on July 23, 2019.

The terms and provisions of this Agreement are fully authorized under State and local Law. This Agreement provides full legal authority for Brevard County to undertake, or assist in undertaking, essential community development and housing assistance activities, specifically urban renewal and publicly-assisted housing.

_____
Abigail Jorar

2
_____
Date



- **Approved. Resolution, Budget Amendments, and agreements to be executed and distributed as necessary.**

5. Approve a Resolution Amending the FY 2019 Budget with the use of General Fund Balance Reserves, for the Dr. Joe Lee Smith Community Center Construction Project in Fiscal Year 2019, in the amount of $1,324,369. Additionally, these funds are expected to be reimbursed to the General Fund, during the course of the project or following the completion of the project. If reimbursement does not happen, the City will be ultimately responsible for the costs not reimbursed. (19-278). (Community Services Director)

- **Approved. Resolution and Budget Amendment to be executed and distributed as necessary.**

MULTI-YEAR CONTRACTS:

6. Accept Contractual Guaranteed Maximum Price (GMP) from W&J Construction in the amount of $4,550,013 for the Multi-Year, Multi-Phase Design Build (Fiscal Year 2019 and Fiscal Year 2020) of the Dr. Joe Lee Smith Community Center (RFQ 19-07-COC). Authorize the City Manager to finalize and execute the design-build contract with W & J Construction and issue a change order adding $4,379,869 to the original purchase order. Approve a Resolution Amending the FY2019 Budget. Approve a Resolution modifying Resolution No. 2019-004 regarding the guaranteed maximum price and project contingency amount for the Joe Lee Smith Project. (19-217). (Public Works Director).

- **Approved. Resolutions, Budget Amendment, and contract to be executed and distributed as necessary.**

IX. INFORMATIONAL AGENDA:

1. Data showing the relation between the estimated and actual income and expenses to date. (19-258). (Finance Director)

- **No formal actions were taken under the Informational Agenda.**

X. REPORTS:

- **City Manager Titkanich will be attending an FLC Policy Committee meeting in Orlando on Friday, June 14, 2019.**

Legislation Details (With Text)

File #:	20-185	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	3/13/2020			**In control:**	City Council
On agenda:	3/25/2020			**Final action:**	
Title:	Authorize the City Manager to approve a change order to RUSH Marine, LLC. for installation of 61 anchors to improve the stability and resilience of the seawall along the Riverfront Park Promenade. Approve a Resolution Amending the FY20 Budget, Budget Amendment form #20-053-A, through the use of General Fund Balance. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Request for CO-Installation of 61 Tie-Back.pdf ISS Ltr on Anchors 3-16-20.pdf Budget Resolution FY 2020.pdf BAF 20-053-A -PW-Promenade Tiebacks (3-25-20) Agenda 20-185.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 12, 2020
Agenda Date: March 25, 2020
Prepared By: Frank Mirabito, Project Manager
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Authorize the City Manager to approve a change order to RUSH Marine, LLC. for installation of 61 anchors to improve the stability and resilience of the seawall along the Riverfront Park Promenade. Approve a Resolution Amending the FY20 Budget, Budget Amendment form #20-053-A, through the use of General Fund Balance.

BACKGROUND:

During the initial excavation of the new knee wall, several tiebacks that anchor the seawall were discovered to be severed. These tiebacks structurally support the wall. RUSH Marine has provided a proposal to install new anchors through the existing seawall in a way that will minimize impact to the proposed construction and allow for a reinforced (hardened) seawall. This change order will allow RUSH Marine to install up to 61 PLATIPUS style anchors in an effort to re-stabilize the existing sea wall prior to the installation of the new footers and seawall structures.

Infrastructure Solution Services, the City's engineering consultant for this project, has reviewed the proposal and recommends proceeding with this method of installation.

After Hurricane Irma passed through Brevard County in September 2017, the Indian River Lagoon sustained extensive damage to the Riverfront Park Boardwalk. The City, recognizing the need to rebuild the Community Amenities that were lost to Hurricane Irma, has decided to restore the following as part of the new Riverfront Park Promenade and Overlooks Project:

1) Demo remaining boardwalk structures from over the water
2) Construct approximately 575' of 24" thick cast-in-place reinforced concrete knee wall approximately 36" above the existing seawall with a 3' landscaping bed landside.
3) Construct two each 20' x 25' concrete overlooks out over the water for viewing
4) Sod remaining area between landscape bed and existing walkway.
5) Grade improvements for ADA accessibility

STRATEGIC PLAN CONNECTION:

This project will improve the City's image and welcome visitors to Cocoa Village.

BUDGETARY IMPACT:

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

Budget Amendment Form # 20-053-A

Project # ES17HI
Amount Requested: $191,170.94
Account Number: 001-0000-389.99-50
Account Name: Fund Balance Reserves

Amount Requested: $ 191,170.94
Account Number: 001-1600-581.91-30
Account Name: Transfer to Fund 302

Amount Requested: $ 191,170.94
Account Number: 302-000-381.91-01
Account Name: Transfer from Fund 001

Amount Requested: $ 191,170.94
Account Number: 302-3580-572.63-04
Account Name: Infrastructure

Total Change Order

RUSH Marine, LLC.

Amount Requested	$191,170.94
Account Number	_302-3580-572.63-04
Account Name	_Capital Projects - Infrastructure

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

Change Order Amount $ 191,170.94

Original Purchase Order 76074
Original P.O. Amount $995,558.00
For this Agenda Item note Prior Change Order Information:
Total number of change orders to date 0
Total amount in change orders to date $0

PREVIOUS ACTION:

January 30, 2020, Council Item IX.2 awarded Bid B 20-08-COC to RUSH Marine, LLC.

RECOMMENDED MOTION:
Authorize the City Manager to approve a change order to RUSH Marine, LLC. for installation of 61 anchors to improve the stability and resilience of the seawall along the Riverfront Park Promenade. Approve a Resolution Amending the FY20 Budget, Budget Amendment form #20-053-A, through the use of General Fund Balance.

March 10, 2020

Mr. Gary Palmer
Facilities Manager
City of Cocoa, FL
155 North Wilson St.
Cocoa, FL 32922

RE: City of Cocoa Riverfront Park Promenade Improvements B-20-08

Subject: Request for Change Order – Installation of 61 Tie-Back Anchors

Mr. Palmer,

RUSH Marine LLC is pleased to submit our price proposal to install 61 PLATIPUS Anchors along the existing seawall and repairing the existing king piles to encapsulate the tie-rod ends at the Riverfront Park Promenade Overlook project site. The purpose for this request is based on the findings of the existing anchors that we uncovered along the existing seawall. The first few anchors alone were completely severed and there is evidence of the existing seawall shifting approximately 1.5" to 2" to the east, towards the water, in various locations. It is strongly recommended to stabilize the existing wall prior to installing the new footing and seawall structure, to avoid damage to the new construction.

There are several tie-back anchor systems available but we are recommending the (BAT) PLATIPUS anchor system since it is the most cost effective and requires the least amount of disturbance to the uplands area during construction. It is critical to install the anchor heads along the length of the wall prior to installing the new footer for the new seawall. The reason for this is that the head of the anchor must be placed on the inside of the wall beneath the footing elevation, with the first tie rod attached so that we can continue installing the footer, followed by driving the anchor to its final depth, after the footer is poured. It would be our intent to perform this work concurrently with the existing scope of work to keep the project schedule on track. RUSH Marine LLC shall furnish all labor, materials and equipment to perform the following scope of work:

Scope of Work to Include:

- Furnish and Install 61 each PLATIPUS (B8 BAT Anchors) 20' long. The anchors shall be hot dipped galvanized along with the washers and nut for locking off the anchor.
- Install a concrete encapsulation around each king pile (each anchor location) to protect the anchor from being exposed to the aggressive environment along the length of the wall.

Exclusions:

- **Permits**
- **Design**

Clarifications:

1. Should this request be acceptable, an NTP for procuring these permanent materials is critical to the project schedule.
2. The completion date for the original work scope can still be achieved with this additional work scope (may need to work some Saturday's) provided the Council members approve the funds for this work at the next Council Meeting.
3. Release of permanent materials shall commence following an approved change order.

Please see below for the cost breakdown to perform this work:

Labor	$72,964,60
Materials	$31,536.00
Equipment	$61,735.00
Subtotal	$166,235.60
Profit and Overhead	$ 24,935.34
Total Cost	**$191,170.94**

Should you have any questions regarding this proposal, please do not hesitate to contact us. We would like to thank you for this opportunity and look forward to performing this work with the City of Cocoa.

Sincerely,
RUSH MARINE LLC

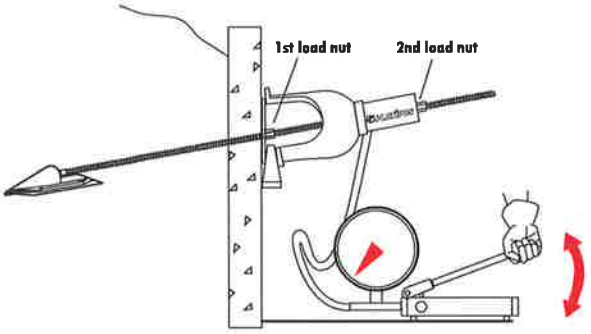
Tony Landry
President – RUSH Marine LLC

PLATIPUS ENGINEERING SYSTEMS

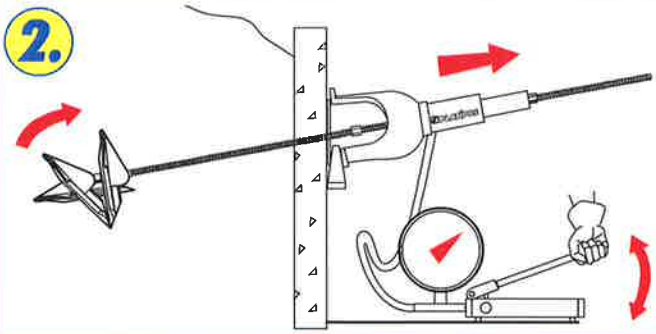
SK1/SK2 LOADLOCKING/STRESSING INSTRUCTIONS FOR ROD SYSTEMS

1.

Ensure that at least 750mm (30") of rod is protruding from the load plate. Spin the load nut onto the rod down to the load plate.
Slide the SK1/SK2 stressing cylinder over the protruding rod and spin a second load nut onto the rod and down to the jack.



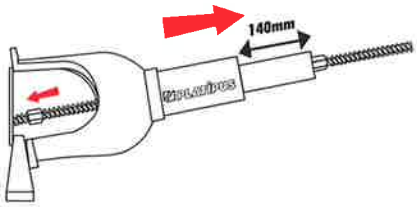
2.



Ensure the relief valve on the hydraulic pump is fully closed clockwise (do not over tighten) and vent is open. Begin to pump. The ram will begin to extend from the top of the jack.

CAUTION: Do not extend the ram beyond 140mm (5.5") as this will cause irreparable damage.

3.



Once the ram has extended 140mm (5.5") from the jack, stop pumping. Spin the lower load nut down against the load plate. Slowly release the relief valve on the hydraulic pump. The hydraulic pressure will reduce to zero and the ram will retract back into the jack. The load on the rod will now be held on the lower load nut.

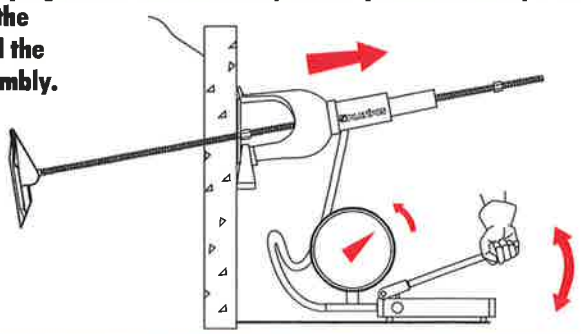
4.



The top nut should be spun down onto the top of the retracted ram. Repeat steps (2.) and (3.).

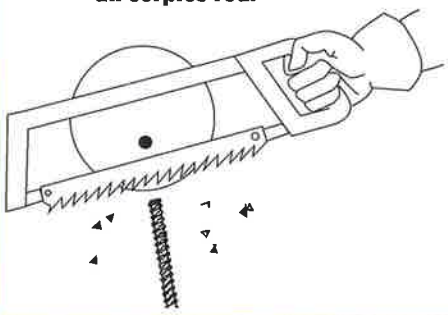
5.

Repeat steps (2.), (3.) and (4.) until the required load is achieved. Once this has been done, ensure the load nut next to the load plate is fully tight and release the hydraulic pressure slowly from the jack. Remove the upper load nut and the complete jack assembly.



6.

Leave 1 metre of rod if future re-stressing is required. If re-stressing is not required cut off all surplus rod.



080903

March 16, 2020

Mr. Frank Mirabito
City of Cocoa
115 N. Wilson Avenue
Cocoa, FL 32922

RE: REVIEW OF REQUEST FOR CHANGE ORDER – INSTALLATION OF 61 TIE-BACK ANCHORS RIVERFRONT PARK PROMENADE PROJECT

Dear Mr. Mirabito:

We have reviewed the attached proposal dated March 10, 2020 from Rush Marine, LLC to install 61 Platipus® Percussion Driven Earth Anchors to support the existing concrete sea wall along the Indian River Lagoon in Riverfront Park.

It is our understanding that the original sea wall was built between 50 and 70 years ago. There are no design plans or record drawings indicating how the wall was constructed. Sea walls are typically constructed with a tie-back system to hold back the pressure from the soil being retained. Without the tie-back system, the soil would push the top of wall forward and could lead to failure of the wall.

The existing sea wall shows evidence of minor movement over the years, but does not show evidence of failure. Due to the large number of conflicts (utilities, walkways, etc.) the area behind the wall could not be excavated prior to construction of the Promenade improvements to determine the type and condition of the existing tie-back system. As part of their construction, Rush Marine exposed portions of some of the existing tie-backs. The existing tie-backs extend beneath the paver walkway and a complete evaluation could not be performed without removing/disturbing large portions of the existing walkway. The portions of the tie-backs that were exposed showed several had been severed by corrosion and some that had been severed by earlier construction work. Based on these observations and the overall age of the existing sea wall, we recommend that additional anchorage be installed to protect, harden, and extend the life of the sea wall.

Rush Marine proposed the use of the Platipus® anchor system because of its cost-effectiveness and it requires limited disturbance. The system can be installed prior to construction of the knee wall and the overlooks included in the Promenade project. The proposal calls for installation of 61 anchors to reinforce the entire length of sea wall in front of Riverfront Park. Based on our review, we recommend the City install these anchors at this time. If the work is not performed at this time, the City should include rehabilitation of the sea wall tie-back system in the near-term Capital Improvement Program (CIP). Please be advised that, if deferred, the cost of the work will be significantly greater and may necessitate some minor repair to the Promenade improvements.

Please let me know if you have any questions or require any additional information.

Sincerely,
INFRASTRUCTURE SOLUTION SERVICES



Thomas M. Vill, PE

Attachment

March 10, 2020

Mr. Gary Palmer
Facilities Manager
City of Cocoa, FL
155 North Wilson St.
Cocoa, FL 32922

RE: City of Cocoa Riverfront Park Promenade Improvements B-20-08

Subject: Request for Change Order – Installation of 61 Tie-Back Anchors

Mr. Palmer,

RUSH Marine LLC is pleased to submit our price proposal to install 61 PLATIPUS Anchors along the existing seawall and repairing the existing king piles to encapsulate the tie-rod ends at the Riverfront Park Promenade Overlook project site. The purpose for this request is based on the findings of the existing anchors that we uncovered along the existing seawall. The first few anchors alone were completely severed and there is evidence of the existing seawall shifting approximately 1.5" to 2" to the east, towards the water, in various locations. It is strongly recommended to stabilize the existing wall prior to installing the new footing and seawall structure, to avoid damage to the new construction.

There are several tie-back anchor systems available but we are recommending the (BAT) PLATIPUS anchor system since it is the most cost effective and requires the least amount of disturbance to the uplands area during construction. It is critical to install the anchor heads along the length of the wall prior to installing the new footer for the new seawall. The reason for this is that the head of the anchor must be placed on the inside of the wall beneath the footing elevation, with the first tie rod attached so that we can continue installing the footer, followed by driving the anchor to its final depth, after the footer is poured. It would be our intent to perform this work concurrently with the existing scope of work to keep the project schedule on track. RUSH Marine LLC shall furnish all labor, materials and equipment to perform the following scope of work:

Scope of Work to Include:

- Furnish and Install 61 each PLATIPUS (B8 BAT Anchors) 20' long. The anchors shall be hot dipped galvanized along with the washers and nut for locking off the anchor.
- Install a concrete encapsulation around each king pile (each anchor location) to protect the anchor from being exposed to the aggressive environment along the length of the wall.

Exclusions:

- **Permits**
- **Design**

Clarifications:

1. Should this request be acceptable, an NTP for procuring these permanent materials is critical to the project schedule.
2. The completion date for the original work scope can still be achieved with this additional work scope (may need to work some Saturday's) provided the Council members approve the funds for this work at the next Council Meeting.
3. Release of permanent materials shall commence following an approved change order.

Please see below for the cost breakdown to perform this work:

Labor	$72,964,60
Materials	$31,536.00
Equipment	$61,735.00
Subtotal	$166,235.60
Profit and Overhead	$ 24,935.34
Total Cost	**$191,170.94**

Should you have any questions regarding this proposal, please do not hesitate to contact us. We would like to thank you for this opportunity and look forward to performing this work with the City of Cocoa.

Sincerely,
RUSH MARINE LLC

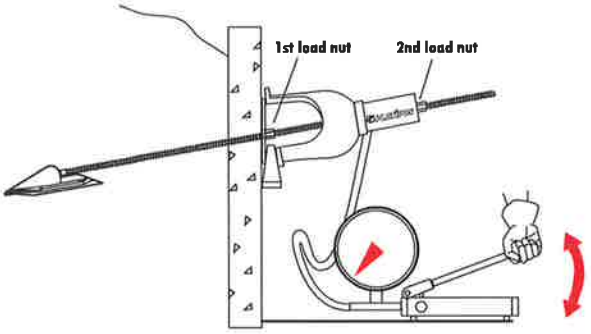
Tony Landry
President – RUSH Marine LLC

PLATIPUS ENGINEERING SYSTEMS

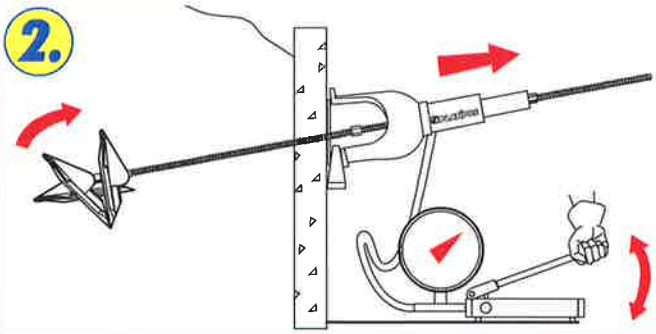
SK1/SK2 LOADLOCKING/STRESSING INSTRUCTIONS FOR ROD SYSTEMS

1.

Ensure that at least 750mm (30") of rod is protruding from the load plate. Spin the load nut onto the rod down to the load plate.
Slide the SK1/SK2 stressing cylinder over the protruding rod and spin a second load nut onto the rod and down to the jack.



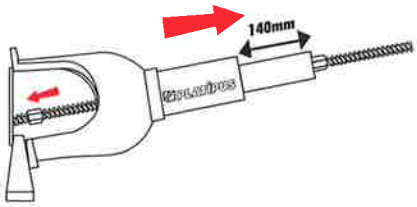
2.



Ensure the relief valve on the hydraulic pump is fully closed clockwise (do not over tighten) and vent is open. Begin to pump. The ram will begin to extend from the top of the jack.

CAUTION: Do not extend the ram beyond 140mm (5.5") as this will cause irreparable damage.

3.



Once the ram has extended 140mm (5.5") from the jack, stop pumping. Spin the lower load nut down against the load plate. Slowly release the relief valve on the hydraulic pump. The hydraulic pressure will reduce to zero and the ram will retract back into the jack. The load on the rod will now be held on the lower load nut.

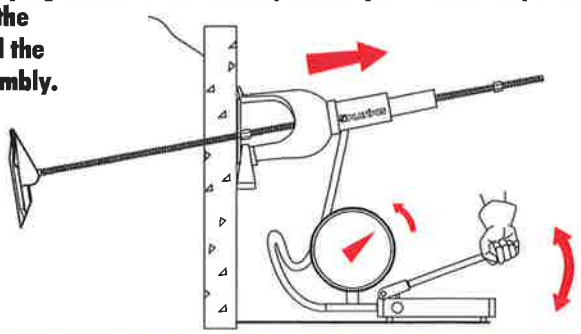
4.



The top nut should be spun down onto the top of the retracted ram. Repeat steps (2.) and (3.).

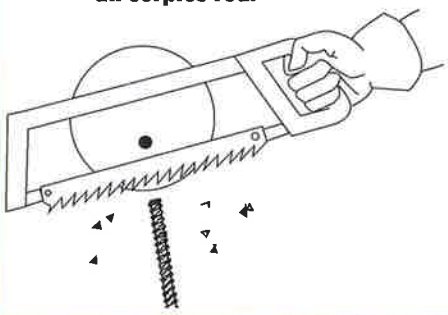
5.

Repeat steps (2.), (3.) and (4.) until the required load is achieved. Once this has been done, ensure the load nut next to the load plate is fully tight and release the hydraulic pressure slowly from the jack. Remove the upper load nut and the complete jack assembly.



6.

Leave 1 metre of rod if future re-stressing is required. If re-stressing is not required cut off all surplus rod.



080903

RESOLUTION NO. 2020-128

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

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 25th day of March, 2020.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2020 - 20-053

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 3580 | DATE PREPARED: 03/16/20

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 191,171	001-0000-389.99-50	ES17HI	Fund Balance	$ 1,816,523	$ 2,159,792	$ 2,350,963	$ 2,350,963
$ 191,171	302-0000-381.91-01	ES17HI	Transfer from General Fund	$ 0	$ 0	$ 191,171	$ 191,171
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 382,342	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 191,171	001-1600-581.91-30	ES17HI	Interfund Transfer to 302 Fund	$ 0	$ 0	$ 191,171	$ 191,171
$ 191,171	302-3580-572.63-04	ES17HI	Infrastructure/Promenade	$ 0	$ 1,975,431	$ 2,166,602	$ 268,979
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 382,342	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

After Hurricane Irma passed through Brevard County in September 2017, the Indian River Lagoon sustained extensive damage to the Riverfront Park Boardwalk. During the initial excavation of the new knee wall, several tiebacks that anchor the seawall were discovered to be severed. Additional funding is required for the Riverfront Promenade as a result of a change order needed to mitigate known and damaged tie backs. This work will reinforce the stability of the seawall and harden it against future storms. Agenda 20-185

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 03/25/20 *RESOLUTION #:* 2020-128

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

3/17/20	Cheryl Meisenzahl (Digitally signed by Cheryl Meisenzahl)	3/17/20	Lea Malarae (Digitally signed by Lea Malarae Date: 2020.03.17 09:00:05 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
3/17/20	Bryant Smith (Digitally signed by Bryant Smith Date: 2020.03.17 08:11:48 -04'00')	3/17/20	Lora Howell (Digitally signed by Lora Howell Date: 2020.03.17 14:24:53 -04'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 10/2/19 - IT

Legislation Details (With Text)

File #:	20-24	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Multi-Year Contract	
File created:	12/31/2019		**In control:**	City Council	
On agenda:	3/25/2020		**Final action:**		
Title:	Approve Task Order No. 2020-05 to CH2M for Engineering Services During Construction (SDC) for the Dyal Water Treatment Plant Chemical Conversion and Reliability Improvements Project (CCRIP), Project No. WS1404; To Approve as a Multi-Year Contract from FY2020 through FY2022. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO (2020-05) CH2M $2411890 (2-3-20) UT.pdf CCRIP SDC CH2M Task Order 2020-05 Final.pdf Agreement Dyal CCRIP Engineering Services.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 26, 2020
Agenda Date: March 25, 2020
Prepared By: Katherine Ennis, P.E., Utilities Deputy Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order No. 2020-05 to CH2M for Engineering Services During Construction (SDC) for the Dyal Water Treatment Plant Chemical Conversion and Reliability Improvements Project (CCRIP), Project No. WS1404; To Approve as a Multi-Year Contract from FY2020 through FY2022

BACKGROUND:

The CCRIP Project at the Dyal WTP is a major capital improvement project and the scope of work includes chlorine gas and anhydrous ammonia conversions, installation of a redundant 54-inch pump discharge transmission main and associated flow meter and vault, separation of high speed service pumps into a new building, and plant site improvements to include a new training building, modifications to the plant main entrance road, improvements to main entrance security, other security improvements, and associated drainage improvements.

City staff is requesting that City Council approve Task Order 2020-05 as a multi-year contract from FY2020 through FY2022 for CH2M to provide engineering services during the construction phase of the Dyal Water Treatment Plant Chemical Conversion and Reliability Improvements Project (CCRIP), Project No. WS1404. Under this task, CH2M will provide pre-construction, construction, and post-construction services to include items like submittal reviews, contractor oversite, inspections,

assistance with any proposed change orders, As-Built Drawings, permit certifications, and staff training.

This project was identified to use funding from the issuance of the 2018 Revenue Bond.

Staff recommends approval of this task order.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$2,411,890
Account Number	426-4055-536.63-00, WS1404
Account Name	Infrastructure
Source of Funds:	Series 2018B Bond

PREVIOUS ACTION:

On July 10, 2018, City Council approved Task Order 2018-3 with CH2M for the Dyal Water Treatment Plant Chemical Conversion and Reliability Improvements Project (CCRIP) Final Design, Permitting, Bidding, and Procurement Assistance.

RECOMMENDED MOTION:

To Approve Task Order No. 2020-05 to CH2M for Engineering Services During Construction (SDC) for the Dyal Water Treatment Plant Chemical Conversion and Reliability Improvements Project (CCRIP), Project No. WS1404; To Approve as a Multi-Year Contract from FY2020 through FY2022.

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The file *https://cocoa.legistar.com/View.ashx?M=F&ID=8207812&GUID=F2604C35-DCC0-4CCB-A8CF-7D924BBC5568* is a secure document that has been embedded in this document. Double click the pushpin to view.



TASK ORDER 2020-05

Services during Construction for the Dyal WTP Chemical Conversion and Reliability Improvements Project (CCRIP)

CH2M HILL Engineers, Inc (CONSULTANT) will provide services during construction (SDC) for the Claude H. Dyal Water Treatment Plant Chemical Conversion and Reliability Improvements Project. The City of Cocoa (OWNER) will engage a Construction Manager-at-Risk (CMAR) to construct the facilities and that the CONSULTANT will assist the OWNER and CMAR to deliver the completed project. The anticipated duration and schedule for each task is provided in Exhibit C.

These services are intended to assist the OWNER to administer the contract for construction, monitor the performance of the CMAR, review the CMAR's work for general conformance with the contract documents, and assist the OWNER in responding to events that occur during construction.

The services will be performed under the Agreement for Engineering Services for Design, Permitting, and Services During Construction for the Dyal Chemical Conversion and Reliability Improvements dated January 26, 2016.

Scope of Services

CONSULTANT will provide professional services to assist OWNER/CMAR for the construction of the Claude H. Dyal Water Treatment Plant Chemical Conversion and Reliability Improvements. CONSULTANT will coordinate with CMAR and provide professional engineering services during construction and post construction activities such as training and start up support. The professional services related to the water treatment facility construction will be accomplished as set forth in the following sub tasks.

Level of effort estimates for this task assumes that the onsite construction period will not exceed 16 months. This scope also includes a 4-month pre-construction period (development of document controls, submittal review, etc.) and a 2-month post-construction period (construction closeout, O&M, record drawings, training, etc.) for a total of 22 months.

Task 1 - Construction Phase Support

Task 1.0 - Response to Second Request for Additional Information from Orange County Building Department

CONSULTANT has submitted permit applications to the Orange County Building Department for the project under the Task Order No. 2018-03. The CONSULTANT will also respond to one Request for Additional Information (RAI) from Orange County. If Orange County should issue a second RAI, the CONSULTANT will provide a response under this task order. The CONSULTANT has allocated 120 hours to complete this task.

Task 1.1 - Document Control and Management

CONSULTANT will establish a system and set of procedures for managing, tracking and storing relevant documents and correspondence exchanged between the CONSULTANT and OWNER/CMAR produced during the Pre-Construction, Construction, and Post-Construction phases of the project. CONSULTANT will utilize a combination of Primavera Contract Manager Software and Microsoft Office Products, including SharePoint for document management. CONSULTANT will also maintain hard copy records, suitably organized, of relevant documentation. CONSULTANT shall provide OWNER web access to Primavera Contractor Manager which will include copies of projects records, integrated project schedule, and a document control dashboard summarizing status of relevant information such as submittals, RFIs, etc. CONSULTANT will provide monthly payment reviews and recommendations.

Task 1.2 - Pre-Construction CMAR Conference

CONSULTANT will coordinate and attend a pre-construction conference with the CMAR and OWNER to review the project communications, coordination and other procedures and discuss the CMAR's general workplan and

requirements for the project. CONSULTANT will prepare and distribute meeting agenda and minutes. Up to five members from CONSULTANT team will attend the conference.

Task 1.3 - Biweekly Construction Progress Meetings

CONSULTANT will coordinate, conduct, prepare agenda, and distribute meeting minutes for biweekly construction progress meetings with the CMAR and OWNER. One member, in addition to the Resident Engineer, from CONSULTANT team will regularly attend these meetings. Other key members will attend as needed during key times of construction.

Task 1.4 - Instrumentation and Control Field Inspections and Related Services

a) I/O List: An initial design I/O list was provided in the final design documentation based on the design requirements. The PICS supplier will be responsible for modifying the I/O list by adding additional design detail and maintaining the I/O list. The PICS I/O list will be submitted to the SCADA Programming team for their use in configuring and programming of the main plant control system PLCs and HMIs. Changes throughout the construction period that affect the I/O list will need to be conveyed to the ASP for incorporation in the ASP programming.

   This task will provide services for coordination of I/O list submittal, I/O list submittal review, and coordination of changes to the I/O list throughout the construction period.

b) Control Narrative: The draft control narrative was developed during the design phase of work. This task includes meeting with plant operations staff to review and refine the control narrative document to include operational constraints and preferences. One onsite meeting and an update of the control narrative document is included.

c) PICS Factory Acceptance Testing (FAT): PICS contractor will submit the PICS FAT procedures based on requirements as defined in the specifications. CONSULTANT will review the PICS FAT documentation and provide review and approval.

   CONSULTANT will coordinate and attend PICS FAT as specified in the contract for construction for the entire PICS system. The PICS approved FAT Procedure will be used during the PICS FAT to review and approve the PICS FAT.

d) SCADA Programming Coordination and Meetings: CONSULTANT will provide SCADA programming under a separate task order to this Agreement. SCADA programming contract agreement will include: PLC/ HMI programming, historian programming, factory software testing, field testing, system commissioning, documentation, and SCADA control system training.

   This task includes scheduling and attending programming coordination meetings between the City, CMAR, PICS contractor, and the ASP programming team.

e) Security System Coordination and Meetings: CONSULTANT will provide security system coordination as required and will attend up to 5 meetings related to security system implementation.

Task 1.5 - Other Specialty Field Inspections

Design Team Inspections: Members from CONSULTANT design team will perform specialized inspection site visits to review progress and general conformance of the work with the design/construction documents. The visits shall observe the general quality of the work at the time of visit and review any specific items that are brought to the attention of the design team member by OWNER, CMAR or CONSULTANT. It is assumed that the actual construction duration during which field inspection services will be performed will be limited to sixteen months. Site visit activities have been budgeted as full day visits at 10 hours per visit. The breakdown of these visits is shown below.

- Design Manager (5 visits)
- Civil (5 visits)
- Geotechnical (4 visits)
- Structural (6 visits)

- Process Mechanical (8 visits)
- HVAC (3 visits)
- Architect (5 visits)
- Instrumentation and Controls (6 visits)

a) Electrical Inspections

In addition to other specialty inspections, CONSULTANT will perform weekly field inspection while the construction work related to electrical components is being performed. CONSULTANT will prepare a written report of weekly progress and items needing completion or correction. It is assumed that electrical inspection will be required for up to sixteen months.

Any site visits in excess of this amount will be subject to additional compensation.

Task 1.6 - Engineering Field Services

CONSULTANT will provide one full-time resident engineer with general construction observation experience related to similar work and more specifically technical knowledge in this project related to testing and commissioning of mechanical, electrical, and instrumentation and controls. The onsite specialist will provide on-site observations for the purposes of determining general conformance of the work and that the integrity of the design concept as reflected in the regulatory permits and construction contract is being implemented. The resident engineer will also work with the CMAR project manager to help expedite engineering reviews and respond to field change requests.

For the time the CONSULTANT is onsite, CONSULTANT will prepare written reports, maintain photographic records, diaries, or other records of their observations.

Preconstruction Meeting: The resident engineer will attend the Preconstruction Meeting as discussed in Task 1.2.

Specialty Inspections: The resident engineer will coordinate with the OWNER the efforts for specialty engineering inspection services (geotechnical, civil, structural, instrumentation, electrical, etc.) during critical activity periods (final re-bar placement, major concrete pours, control system configuration, pump installation, etc.) to supplement the OWNER’s inspection staff.

CONSULTANT does not guarantee the performance of the CMAR, or take any liability associated with the work performed by the CMAR. CONSULTANT's observations shall not relieve the CMAR from responsibility for performing the work in accordance with the contract for construction, and CONSULTANT shall not assume liability in any respect for the construction of the project beyond that in the CONSULTANT's Contract for this project.

Deficient and Non-conforming Work

CONSULTANT will inform the CMAR and the OWNER of all work by the CMAR that is found defective or noncompliant to the contract for construction. CONSULTANT will thereupon monitor the CMAR's corrective actions and shall advise the OWNER as to the acceptability of the corrective actions.

Independent Testing, Inspection, and Survey Services

The CMAR will employ and coordinate the schedules of independent firms for the material testing, specialty inspection, survey, or other services related to verifying the quality of the CMAR's work. CONSULTANT will review and provide the OWNER with all reports and other information prepared by the independent firms. CONSULTANT shall not be responsible for the accuracy or completeness of the work and reports of the independent testing, inspection, and survey firms.

Resident Engineer's duties also include:

- Provide support and documentation to assist the OWNER in enforcing adherence to the contract documents.
- Daily Observation Reports: Construction Specialist shall maintain daily observation reports and compile inspection reports. The CONSULTANT will submit to OWNER daily reports on a weekly basis.
    - Include references to phone calls and onsite conversations. Record details on the daily report form.

- Document weather conditions and impacts at the construction site.
- Track work days and overall calendar days (contract time) with respect to the notice to proceed date.
- Record progress with periodic photographs of construction in place.
- Record materials or equipment delivered.

- Progress Meetings: Attend bi-weekly progress meetings, as discussed in Task 1.3, with OWNER and the CMAR at the project site and prepare and distribute meeting minutes of all progress meetings. More frequent progress meetings will be conducted when construction activity dictates. Appropriate members of the CONSULTANT'S project team will also attend these meetings as the need arises.
- Review of pay applications submitted by the CMAR. Recommendations for payment will be made by Jacobs' project manager as discussed in Task 1.1
- Record Drawings: During the progress of construction, coordinate with the CMAR on a weekly basis with respect to CMAR note revisions or additions to the construction drawings to facilitate the preparation of the record drawings.
- Substantial and Final Completion Inspections: The CONSULTANT along with the OWNER inspection staff will verify that the work has progressed to the substantial completion point in general conformance with the Contract Documents. Perform a substantial completion inspection with the CMAR and OWNER and prepare a punch list of items remaining to be completed which will be attached to the certificate of substantial completion. CONSULTANT will verify that final project completion has occurred based on the contract documents and will issue a letter of recommendation to OWNER to release final payment.

It is assumed that CONSULTANT will provide a full time on-site resident engineer specialist for a period of 16 months.

Task 1.7 - Shop Drawings, Samples, and Submittals Review

CONSULTANT will perform reviews of shop drawings, samples, the results of manufacturer's tests and inspections, and other data the CMAR is required to submit. CMAR will email electronic copies of shop drawings and submittals to CONSULTANT. CONSULTANT will log and track submittals using Primavera Contract Manager (PCM). CONSULTANT will review and provide responses to the CMAR's submittals for general conformance with the contract documents. Review responses will be emailed back to the CMAR.

CONSULTANT will review up to 200 original submittals and 100 re-submittals.

CONSULTANT's review of all shop drawings, samples, and submittals will be for general conformance with the design concept and general compliance with the requirements of the contract for construction. Such review shall not relieve the CMAR from its responsibility for performance in accordance with the construction contract.

Task 1.8 - Requests for Information (RFI)

CONSULTANT will review and respond to up to 250 RFIs issued by the CMAR.

Task 1.9 - Change Proposals and Change Orders

CONSULTANT will receive and review CMAR's response to the request for change. Upon evaluation, CONSULTANT will provide OWNER a recommendation as to validity of the change order proposal. CONSULTANT will assist OWNER with negotiating the proposal with the CMAR and prepare a final change order document for submission to OWNER for approval. CONSULTANT will review up to 50 change proposals and execute 10 change orders.

Task 1.10 - Project Controls

Master Project Schedule: CONSULTANT shall prepare a master project schedule which integrates CMAR's schedule with CONSULTANT's activities. The purpose of the schedule will be to help OWNER/CMAR coordinate permitting, inspection, and startup activities.

CMAR's Schedule Submittal: CONSULTANT will review the CMAR's construction schedule and verify that it is consistent with the requirements of the construction contract. CONSULTANT will advise the OWNER of any areas where the schedule is not in compliance with the contract for construction.

CONSULTANT's review and comments shall not be considered as a guarantee or confirmation that the CMAR will complete the work in accordance with the contract for construction.

CMAR's Schedule Updates: CONSULTANT will review the CMAR's monthly schedule updates or other schedule submissions. The review will include the evaluation and recommendation for requests for additional days (i.e., weather delays, etc.). CONSULTANT will advise the OWNER if the updates or other submissions are not in accordance with the construction contract. CONSULTANT will provide comments to OWNER regarding the updates or other submissions.

Effect of Change Orders: CONSULTANT will review information submitted by the CMAR regarding the effect of proposed or issued Change Orders upon the construction schedule, duration and completion date. CONSULTANT will advise OWNER as to the potential impact of proposed or issued Change Orders.

Monthly Status Reports: CONSULTANT will provide monthly status reports to OWNER to share the status of the resident engineer's observations and other issues material to the project.

Task 1.11 - Substantial and Final Completion

This work will be performed in conjunction with Task 1.6. CONSULTANT will assist OWNER with inspections at substantial and final completion, in accordance with the contract for construction. CONSULTANT will prepare up to two (2) separate punch lists of items requiring completion or correction. CONSULTANT will make recommendations to OWNER regarding acceptance of the work based upon the results of the final inspection.

CONSULTANT will issue documents for substantial completion and acceptance of the work. CONSULTANT will advise OWNER on payment and partial release of retention.

CONSULTANT will issue documents for final completion and acceptance of the work. CONSULTANT will advise OWNER on final payment, release of retention, and release of insurance and bonds.

Task 2 - Post Construction Services

Task 2.1 - Start-Up Assistance

CONSULTANT will attend and witness field functional, performance and operational readiness tests as described in the contract documents.

SCADA and IT Network Coordination – Consultant will provide coordination between the City IT, Plant Staff, CMAR, and CMAR PICS for the testing of the new SCADA and IT Network components. City IT Network components will be purchased/installed/tested by City IT. SCADA Network components will be purchased/installed/tested by the CMAR PICS.

Control System ORT1, ORT2, and PAT Testing: CONSULTANT will coordinate and attend the PICS onsite testing with Plant Operations, CMAR, PICS contractor, and SCADA ASP programming team. Content of each testing phase will follow the requirements as defined in the contract documents.

Control System ORT1 Testing: The purpose of this testing is to confirm that the control system field hardware is installed and wired correctly and able to operate in local mode.

As part of ORT1 and prior to loading ASP software at the plant site, the CMAR PICS integrator will complete the following tests; calibration of instruments, installation of all PLCs/HMI and remote I/O, installation of new control panels, modification of existing control panels, communication verification of all PLCs/HMI and remote I/O, I/O checkout (including verification of instrument scaling) from the field device to the PLC data table, and local field testing of all equipment in the local manual mode.

ORT2 – The purpose of this testing is to confirm that the control system including application software is ready for operation in local mode with remote monitoring and in remote manual control from the HMI system. The CMAR PICS integrator will perform and complete ORT1 prior to start of ORT2.

The ORT2 testing will be managed by the CONSULTANT and CMAR in coordination with the OWNER. In a combined effort between the CONSULTANT, CMAR, PICS, and the ASP Programming team, verify that the I/O assignment is correct by performing a complete I/O checkout from the field device to the PLC and to the HMI displays. Verify analog scaling is correct, all modes of local and remote manual operation function correctly and verify the passing of data between all PLCs and HMI. During this testing, each part of the control system will be operated with live process (where appropriate and practical) to verify correct functionality. The OWNER is encouraged along with the Application Programming team to signoff when each test completed. Any items found deficient will be corrected, re-tested, and verified.

Software PAT: CONSULTANT will perform a witnessed performance acceptance test (PAT) of the automation programming at the plant site with the OWNER staff to verify remote automatic control functions satisfy the requirements of the design. Testing for the remote automatic control functions will be based upon the current approved control system narrative document and Input/Output (I/O) list. Each unit process area will be tested on a loop by loop basis to verify correct remote automatic functions. This test is similar to the remote auto testing that was performed in the in-house software test but is based on the field inputs and outputs and not simulation.

The OWNER shall witness the Performance Acceptance Test. Completion of the Performance Acceptance Test provides acknowledgement that the application programming is complete and satisfies the requirements of the scope of work.

72-hour Plant Performance Testing (Plant Performance Testing): CONSULTANT will observe plant performance during 72-hour performance testing. CONSULTANT will summarize results of the performance testing. It is assumed that 14 different functional tests (one for each unit operation) will be performed and two separate 72-hour performance tests will be performed.

Security System Functional and Performance Testing: CONSULTANT will provide on-site engineering services during the functional and performance testing of the security system over two separate 8-hour days.

Task 2.2 - Training

CONSULTANT will coordinate vendor training and conduct an overall process training for the treatment facility as well as control and electrical distribution systems.

CONSULTANT will provide hard copies of training materials.

Task 2.3 - Operations and Maintenance Manual

CONSULTANT will develop an Operations and Maintenance (O&M) manual describing the operation of the new facilities and systems. This manual will explain the various primary modes of operation that may be used, including both normal operation and initial emergency operation procedures. The manual will explain the purpose and basic concept of the various processes that are incorporated into the overall plant. Where appropriate, reference will be made to the manufacturer's detailed O&M submittals. It will include instructions for process operations and test or laboratory procedures that may be required to monitor the performance of the facilities. The manual will be suitable for use as an operational tool and to facilitate operator training.

Task 2.4 - As-Built Drawings and Record Documents

CONSULTANT will revise the original design drawings to reflect available record information provided by the CMAR and equipment suppliers. Two (full size) hard copies of drawings and specifications and electronic full size and 11" x 17" drawing versions in PDF format of the documents will be submitted to OWNER. CONSULTANT will also provide AutoCAD files for each drawing along with a detailed written description of drawing references.

Task 2.5 - Construction and FDEP Environmental Resource Permit Certification

In conjunction with Engineering Field Services as described in Task 1.6, CONSULTANT will prepare and submit to FDEP a letter to certify construction completion and request for clearance to place the WTP into operations. CONSULTANT will prepare partial clearance applications for the water treatment facilities to allow partial operation of the facility before final completion based on record drawings and water quality sampling analysis results provided by the CMAR. CONSULTANT shall also prepare and submit the other permit certification for the water treatment plant site.

Assumptions

The following key assumptions were made in the compilation of this scope of work and the estimation of the level of effort:

1. The construction period will last 486 calendar days as specified in the contract documents.
2. The CONSULTANT project manager will be the primary point of contact for the OWNER and will coordinate all construction-phase SDC services as requested by the OWNER.
3. Progress meetings will be held bi-weekly for the duration specified in the contract documents.
4. 50% of original submittals will require resubmittal.
5. The OWNER will be responsible for final review and approval of the CMAR payment applications, change orders, and substitution requests.
6. No field office will be required for the construction inspector. Inspector will be housed in offices provided by the OWNER or CMAR at the plant site.
7. Invoices/status reports will identify and describe the work completed each month.
8. CONSULTANT will reasonably rely upon the accuracy, and completeness of the information/data provided by the OWNER, CMAR, or other third parties.
9. Record drawings 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.
10. CONSULTANT will not issue decisions on CMAR's claims or disputes. CONSULTANT will not, except as part of Additional Services, undertake comprehensive and detailed investigation or analysis of CMAR's claims and disputes, nor participate in judicial or alternative dispute resolution procedures for the claims or disputes. CONSULTANT scope includes receiving, logging and assisting OWNER with up to total of 10 claims and disputes.
11. On-Site Services During Construction
    a. 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 the Owner and/or the CMAR or other entities, and do not relieve the CMAR 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 construction Contract Documents and any health or safety precautions required by such construction work.
    b. CONSULTANT and CONSULTANT's personnel have no authority to exercise any control over the CMAR 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 CMAR or other entity or any other persons at the site except CONSULTANT's own personnel.
    c. The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to the OWNER a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the CMAR. CONSULTANT neither guarantees the performance of the CMAR nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

Deliverables

- Response to second Request for Additional Information from Orange County Building Department
- Agendas and meeting summaries
- Submittal review comments
- RFI responses
- Daily Reports, Monthly Progress Photographs, Monthly contractor payment application review/approvals
- Specialty inspection reports
- Punchlist(s) for Substantial and Final Completion
- Hardcopies of training materials
- Signed and sealed record drawings – 2 sets of full-size drawings, 2 sets of 11”x17” drawings, and PDF format
- Facilities Operations and Maintenance Manual updated section(s) in MS Word format.

Project Schedule

Services under this task order shall commence after the OWNER has issued Notice to Proceed to CONSULTANT. Punchlists will be submitted to the OWNER and CMAR 5 days after the substantial completion site visit. Record drawings will be submitted to the OWNER 6 weeks after receipt of properly documented as-builts from the CMAR. The draft Facilities Operations and Maintenance Manual Section(s) will be submitted 8 weeks prior to the substantial completion date; final manual section(s) will be submitted 4 weeks following receipt of OWNER written comments.

Compensation

Services proposed by the CONSULTANT in this Task Order will be performed in accordance with Agreement for Engineering Services for Design, Permitting, and Services During Construction for the Dyal Chemical Conversion and Reliability Improvements dated January 26, 2016.

The CONSULTANT proposes to perform the work described herein on a time and material basis with budgets between the sub-tasks and expenses being interchangeable as needed. The estimated total engineering fee including labor and expenses associated with the task order is shown in Table 1, Fee Estimate.

TABLE 1

Fee Estimate

Task #	Task Description	Labor Hours	Labor	Expenses	Total
1.0	Response to Second RAI from Orange Co. Bldg. Dept.	160	$28,120	$1,000	$29,120
1.1	Document Control and Management	1,129	$152,065	$6,000	$158,065
1.2	Pre-Construction CMAR Conference	76	$12,926	$400	$13,326
1.3	Construction Progress Meetings	418	$70,573	$4,021	$74,594
1.4	I&C Field Inspections and Related Services	662	$114,245	$7,300	$121,545
1.5	Specialty Field Inspections	1,088	$187,929	$12,500	$200,429
1.6	Engineering Field Services	3,372	$477,487	$11,550	$489,037
1.7	Shop Drawings, Samples and Submittals Review	1,512	$224,984	$4,500	$229,484
1.8	Requests for Information	1,278	$204,188	$0	$204,188
1.9	Change Proposals and Orders	844	$128,245	$0	$128,245
1.10	Project Controls	1,376	$205,407	$0	$205,407

Fee Estimate

Task #	Task Description	Labor Hours	Labor	Expenses	Total
1.11	Substantial and Final Completion	224	$37,403	$600	$38,003
2.1	Startup Assistance	1,288	$224,015	$7,500	$231,515
2.2	Training	168	$28,175	$1,000	$29,175
2.3	Operations and Maintenance Manual	384	$64,044	$1,000	$65,044
2.4	Record Drawings	710	$113,573	$2,000	$115,573
2.5	Construction and FDEP Environmental Resource Permit Certification	100	$14,820	$0	$14,820
	Owner's Allowance	-	$75,000	$0	$75,000
	Totals:	14,749	$2,353,519	$58,371	$2,411,890

Acceptance

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

Approved for City of Cocoa

By: _____

Title: _____

Date: _____

Accepted for CH2M Engineers, Inc.



By: _____

Francois Didier Menard, PE

Title: Vice President

Date: January 15, 2020

Cocoa Chemical Conversions and Reliability Improvements - Services During Construction

Task Number	Task Name	Hours	Labor	Expense	Total	Office/Project Administration	Professional Engineer/ Scientist/Consultant/Project Manager (Project Controls)	Senior Construction Manager/Senior Designer (Technicial 5)	Project Engineer/Scientist/Consultant (Engineer 2)	Mid-Level Professional Engineer/ Scientist/Consultant/Project Manager (Engineer 5)	Senior Professional Engineer/ Scientist/Consultant (Engineer 6)	Senior Project Manager (Project Manager/Senior Consultant)	Professional Engineer/ Scientist/ Consultant/Project Manager (Resident Engineer / Construction Specialist/Engineering Support)
						CH2MHILL/Jacobs							
						$ 69.99	$ 138.96	$ 155.59	$ 101.84	$ 166.44	$ 188.40	$ 199.17	$ 138.96
	Construction Phase Support												
1.0	Response to Second RAI from Orange Co. Bldg. Dept.	120	$ 18,442	$ -	$ 18,442	12		36	16	16	24	16	
1.1	Document Control and Management	1,129	$ 152,065	$ 6,000	$ 158,065	374	184		92	60	231	188	
1.2	Pre-Construction CMAR Conference	76	$ 12,926	$ 400	$ 13,326	8				16	16	28	8
1.3	Construction Progress Meetings	418	$ 70,573	$ 4,021	$ 74,594	68				96	70	184	
1.4	I&C Field Inspections and Related Services												
	a) I/O Checkout Database	112	$ 19,117	$ -	$ 19,117	16				8	80	8	
	b) Control Narrative	104	$ 17,785	$ 400	$ 18,185	16					80	8	
	c) Factory Acceptance Testing	170	$ 29,714	$ 3,600	$ 33,314	16				24	120	10	
	d) SCADA Coordination and Meetings	164	$ 29,043	$ 2,300	$ 31,343	16				8	120	20	
	e) Security System Coordination and Meetings	112	$ 18,586	$ 1,000	$ 19,586	16				40	32	24	
1.5	Specialty Field Inspections	1,088	$ 187,929	$ 12,500	$ 200,429	88				400	400	200	
1.6	Engineering Field Services	3,372	$ 477,487	$ 11,550	$ 489,037	108				100	100	144	2,920
1.7	Shop Drawings, Samples and Submittals Review	1,512	$ 224,984	$ 4,500	$ 229,484	308			60	900	100	144	
1.8	Requests for Information	1,278	$ 204,188	$ -	$ 204,188	88			80	940	40	130	
1.9	Change Proposals and Orders	844	$ 128,245	$ -	$ 128,245	180				180	100	224	160
1.10	Project Controls	1,376	$ 205,407	$ -	$ 205,407		988				180	88	120
1.11	Substantial and Final Completion	224	$ 37,403	$ 600	$ 38,003					60	40	44	80
	Subtotal Task 1	**12,099**	**$ 1,833,893**	**$ 46,871**	**$ 1,880,764**	**1,314**	**1,172**	**36**	**248**	**2,848**	**1,733**	**1,460**	**3,288**
	WTP Post-Construction Services												
2.1	Startup Assistance												
	SCADA and IT Network Testing and Coordination	160	$ 28,120	$ 1,000	$ 29,120					100	44	16	
	ORT1 Coordination	300	$ 52,343	$ 1,000	$ 53,343					200	80	20	
	ORT2 Coordination	344	$ 59,798	$ 1,000	$ 60,798					240	80	24	
	Software PAT Coordination	260	$ 44,807	$ 1,000	$ 45,807					200	40	20	
	72 hr Performance Testing	96	$ 16,502	$ 1,000	$ 17,502					80		16	
	Security System Testing	128	$ 22,445	$ 2,500	$ 24,945					80	40	8	
2.2	Training Coordination and Overview Workshop	168	$ 28,175	$ 1,000	$ 29,175		40			80	24	24	
2.3	Standard Operations and Maintenance Manual	384	$ 64,044	$ 1,000	$ 65,044		40	40		240	40	24	
2.4	Record Drawings	710	$ 113,573	$ 2,000	$ 115,573	40		270		320	40	40	
2.5	Certification of Construction Completion	100	$ 14,820	$ -	$ 14,820	20				40		20	20
	Subtotal Task 2	**2,650**	**$ 444,627**	**$ 11,500**	**$ 456,127**	**60**	**80**	**310**	**0**	**1,580**	**388**	**212**	**20**
	Owner's Allowance		$ 75,000.00	$ -	$ 75,000.00								
	Task Order Totals	**14,749**	**$ 2,353,519**	**$ 58,371**	**$ 2,411,890**	**1,374**	**1,252**	**346**	**248**	**4,428**	**2,121**	**1,672**	**3,308**

Grand Total Task Order $ 2,411,890

EXHIBIT "A"
2016 CH2M HILL RATE SCHEDULE

CLASSIFICATION	DESCRIPTION	RATE
Engineer 9	Principal	199.17
Engineer 8	Senior Reviewer/Consultant	199.17
Engineer 7	Senior Project Manager	199.17
Engineer 6	Senior Professional Engineer/Scientist/Consultant	188.40
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	166.44
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	138.96
Engineer 3	Junior Professional Engineer/Scientist/Consultant	120.84
Engineer 2	Project Engineer/Scientist/Consultant	101.84
Engineer 1	Junior Project Engineer/Scientist/Consultant	95.27
Engineer 0	Engineering Intern	85.28
Technician 5	Senior Construction Manager/Senior Designer	155.59
Technician 4	Construction Manager/Senior Technician	125.06
Technician 3	Senior Construction Inspector	111.34
Technician 2	Construction Inspector/Technician	86.17
Technician 1	Junior Construction Inspector/Junior Technician	76.53
Technical Aide	Technical Aide	66.56
Office	Office/Project Administration	69.99

Notes:

1. Billing rates listed above are designated for one year after execution of the Agreement.
2. These rates do not include other direct expense costs. Reimbursable other direct expenses shall be billed in accordance with the terms of the agreement.
3. Bill rate schedule is for time basis work and City wil be billed based on actual hours by category designated for an individual employee.
4. CH2M HILL Engineers reserves the right to request annual rate modifications for future work.

Legislation Details (With Text)

File #:	20-80	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	1/29/2020			**In control:**	City Council
On agenda:	3/25/2020			**Final action:**	
Title:	Approve the Second and Final Amendment to Purchase Agreement with Anderson Diving d/b/a Logan Diving and Salvage, Inc. effective March 5, 2020 through March 4, 2022, under RFQ-14-19-COC Subaqueous Pipeline Assessment. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2nd AMENDMENT RFQ-14-19-COC Anderson Diviing --SUBAQUEOUS INVESTIGATION AND LDS Amendment to Exhibit A Feb 25 2020.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 29, 2020
Agenda Date: March 25, 2020
Prepared By: Melinda M. Keesee, Field Operations Technician
Through: Chris M. Collier, Assistant Utilities Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve the Second and Final Amendment to Purchase Agreement with Anderson Diving d/b/a Logan Diving and Salvage, Inc. effective March 5, 2020 through March 4, 2022, under RFQ-14-19-COC Subaqueous Pipeline Assessment

BACKGROUND:

On December 9, 2014, City Council approved the award of RFQ-14-19-COC, Subaqueous Pipeline Assessment to Anderson Diving, Inc. d/b/a Logan Diving and Salvage, Inc. for various work categories, and authorized the City Manager to execute the Continuing Services Agreements with the option to renew for two, two-year periods by mutual agreement of both parties.

Staff is requesting approval of the second and final amendment to purchase agreement with Anderson Diving, Inc. d/b/a Logan Diving and Salvage, Inc. effective March 5, 2020 through March 4, 2022.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

On December 9, 2014, City Council approved award of RFQ-14-19-COC, Subaqueous Pipeline Assessment to Anderson Diving, Inc. effective March 5, 2015 through March 4, 2018, and Ferreira Construction Southern Division effective May 26, 2015 through May 25, 2018, with the option to renew for two, two-year periods by mutual agreement of both parties.

On March 27, 2018, City Council approved the first amendment to purchase agreement with Anderson Diving, Inc. effective March 5, 2018 through March 4, 2020, and Ferreira Construction Southern Division effective May 26, 2018 through May 25, 2020, under RFQ-14-19-COC, Subaqueous Pipeline Assessment.

RECOMMENDED MOTION:

To Approve the Second and Final Amendment to Purchase Agreement with Anderson Diving d/b/a Logan Diving and Salvage, Inc., Inc. effective March 5, 2020 through March 4, 2022, under RFQ-14-19-COC Subaqueous Pipeline Assessment.

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City of Cocoa
AMENDMENT TO PURCHASE AGREEMENT

BID RFQ-14-19-COC
SUBAQUEOUS INVESTIGATION AND MAINTENANCE SERVICES
AMENDMENT #2

This Second amendment to the purchase agreement for Utilities General Construction Contractors is made and entered into as of February 10, 2020 by and between the **City of Cocoa** and **Anderson Diving, Inc., D/B/A Logan Diving and Salvage,** a Florida Corporation, located at 2815 St. John's Bluff Road, Jacksonville, Florida 32246, hereinafter referred to as "Contractor".

The agreement, entered into on March 5, 2015 is hereby amended to renew for the final twenty-four (24) additional months, at the same rate(s), terms, and conditions as stated in Original Contract Documents commencing on March 5, 2020 and terminating on March 4, 2022.

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

ANDERSON DIVISING,INC., D/B/A LOGAN DIVING AND SALVAGE	**CITY OF COCOA**
By: Scott C. Anderson	**By: John A. Titkanich**
(Name) Printed	(Name) Printed
President	**City Manager**
(Title)	(Title)
Signature 2/10/2020 Date	Signature Date

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

AMMENDMENT TO EXHIBIT A

AMENDMENT EXHIBIT "A"

AGREEMENT ADDENDUM

FEDERAL TERMS

Purchase requisitions issued by the CITY to the CONTRACTOR are subject to federal terms in this document. By performing the work, CONTRACTOR has accepted these terms.

MAINTENANCE OF RECORDS

CONTRACTOR shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of seven years from the termination of this agreement or for a period of five years from the submission of the final expenditure report as per 2 CFR §200.333, whichever is greater. Each party to this Agreement or its authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the CITY or Clerk determines that monies paid to CONTRACTOR pursuant to this Agreement were spent for purposes not authorized by this Agreement, or were wrongfully retained by the CONTRACTOR, the CONTRACTOR shall repay the monies together with interest calculated pursuant to Sec. 55.03, of the Florida Statutes, running from the date the monies were paid by the CITY. CONTRACTOR and all its subcontractors, successors, assigns, and transferees acknowledge and agree to comply with applicable provisions governing DHS and FEMA access to records, accounts, documents, information, facilities, and staff.

CHANGE IN SCOPE OF SERVICES/WORK

A. The CITY may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims made by CONTRACTOR that the scope of the project or of the CONTRACTOR's services has been changed, requiring changes to the amount of compensation to the CONTRACTOR or other adjustments to the Agreement, unless such changes or adjustments have been made by written amendment or change order to the Agreement signed by the CITY's manager and CONTRACTOR's representative.

B. If CONTRACTOR believes that any particular work is not within the scope of services of the Agreement, is a material change, or will otherwise require more compensation to CONTRACTOR, then CONTRACTOR must immediately notify the CITY in writing of this belief. If the CITY believes that the particular work is within the scope of the Agreement as written, the CONTRACTOR will be ordered to and shall continue with the work as changed and at the cost stated in the original Agreement. The CONTRACTOR must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.

MODIFICATIONS DUE TO PUBLIC WELFARE OR CHANGE IN LAW

The CITY shall have the power to make changes in the Agreement as the result of changes in law and/or Ordinances of the CITY to impose new rules and regulations on the CONTRACTOR under the Agreement relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. The CITY shall give the CONTRACTOR notice of any proposed change and an opportunity to be heard concerning these matters. In the event of any change in federal, state, or local law or ordinance, the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the CONTRACTOR, then the CONTRACTOR or the CITY shall be entitled to an adjustment in the rates and charges established in the Agreement commensurate with the change required. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. The CITY and CONTRACTOR agree to enter into good faith negotiations regarding modifications to the Agreement which may be required in order to implement changes in the interest of the public welfare or due to changes in law.

TERMINATION

A. In the event that the CONTRACTOR shall be found to be negligent in any aspect of service, the CITY shall have the right to terminate this agreement after five days written notification to the CONTRACTOR.

B. Either of the parties hereto may cancel this Agreement without cause by giving the other party sixty (60) days written notice of its intention to do so.

C. Termination for Cause and Remedies: In the event of breach of any contract terms, the CITY retains the right to terminate this Agreement. The CITY may also terminate this agreement for cause with CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, prior to termination, the CITY shall provide CONTRACTOR with five (5) calendar days' notice and provide the CONTRACTOR with an opportunity to cure the breach that has occurred. If the breach is not cured, the Agreement will be terminated for cause. If the CITY terminates this agreement with the CONTRACTOR, CITY shall pay CONTRACTOR the sum due the CONTRACTOR under this agreement prior to termination, unless the cost of completion to the CITY exceeds the funds remaining in the contract; however, the CITY reserves the right to assert and seek an offset for damages caused by the breach. The maximum amount due to CONTRACTOR shall not in any event exceed the spending cap in this Agreement. In addition, the CITY reserves all rights available to recoup monies paid under this Agreement, including the right to sue for breach of contract.

D. Termination for Convenience: The CITY may terminate this Agreement for convenience, at any time, upon one (1) weeks' notice to CONTRACTOR. If the CITY terminates this agreement with the CONTRACTOR, CITY shall pay CONTRACTOR the sum due the CONTRACTOR under this agreement prior to termination, unless the cost of completion to the CITY exceeds the funds remaining in the contract. The maximum amount due to CONTRACTOR shall not exceed the spending cap in this Agreement. In addition, the CITY reserves all rights available to recoup monies paid under this Agreement, including the right to sue for breach of contract.

NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR and CITY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. CONTRACTOR or CITY agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92- 255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

To the extent required by Federal program legislation, including FEMA grant and cooperative agreement programs, During the performance of this Agreement, the CONTRACTOR, in accordance with Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C, 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 by the contracting officer 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 it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, 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 the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting 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 non-compliance with the nondiscrimination clauses of this contract or with any of such 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 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.

FEDERAL CONTRACT REQUIREMENTS

The CONTRACTOR and its subcontractors must follow the provisions, as applicable, as set forth in 2 C.F.R. §200.326 Contract provisions and Appendix II to 2 C.F.R. Part 200, as amended, including but not limited to:

Section 1- Davis-Bacon Act, as amended (40 U.S.C. §§3141-3148). When required by Federal program legislation, which includes emergency Management Preparedness Grant Program,

Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must comply with the Davis-Bacon Act (40 U.S.C. §§3141-3144, and §§3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be 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 must be required to pay wages not less than once a week. If applicable, the CITY must place a current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The CITY must report all suspected or reported violations to the Federal awarding agency. When required by Federal program legislation, which includes emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program (it does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program), the contractors must also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). As required by the Act, each contractor or subrecipient is 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. The CITY must report all suspected or reported violations to the Federal awarding agency.

(1) 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.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the 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.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Section 2 - Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, which includes all FEMA grant and cooperative agreement programs, all contracts awarded by the CITY in excess of $100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C.§§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. §3702 of the Act, each contractor must

compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for 5 transportation or transmission of intelligence.

Section 3 - 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 recipient or subrecipient 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 recipient or subrecipient 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 awarding agency.

Section 4 - Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§1251-1387) and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA). The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—applies to Contracts and subgrants of amounts in excess of $150,000.

Section 5 - Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Section 6 - Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification (Attached hereto as Exhibit "1") . 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 must 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 non-Federal award.

Section 7 - Compliance with Procurement of recovered materials as set forth in 2 CFR § 200.322. CONTRACTOR must comply with section 6002 of the Solid Waste disposal Act, as amended, by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials 6 identified in the EPA guidelines.

Section 8. – Acknowledgement of FEMA funding. Financial assistance from FEMA will be used to at least partially fund the Agreement. CONTRACTOR agrees to comply with all applicable federal laws, regulations, and executive orders, as well as FEMA policies, procedures, and directives.

Other Federal Requirements:

Section 9 - Americans with Disabilities Act of 1990, as amended (ADA) – The CONTRACTOR will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and the assurance by the CONTRACTOR pursuant thereto.

Section 10 - Disadvantaged Business Enterprise (DBE) Policy and Obligation - It is the policy of the CITY that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with CITY funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The CITY and its CONTRACTOR agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with 2 C.F.R. § 200.321(as set forth in detail below), applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The CITY and the CONTRACTOR and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

2 C.F.R. § 200.321 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the CONTRACTOR, with the funds authorized by this Agreement, seeks to subcontract goods or services, then, in accordance with 2 C.F.R. §200.321, the CONTRACTOR shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible.

b. Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

(6) Requiring the Prime contractor, if subcontractor are to be let, to take the affirmative steps listed in paragraph (1) through (5) of this section.

Section 11 - The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

Section 12 - If attached, the CONTRACTOR is bound by the terms and conditions of the Federally-Funded Subaward and Grant Agreement between CITY and the Florida Division of Emergency Management (Division).

Section 13 - The CONTRACTOR shall hold the Division and CITY harmless against all claims of whatever nature arising out of the CONTRACTOR's performance of work under this Agreement, to the extent allowed and required by law.

Section 14. Federal False Claims Act (31 USC §§3729-3733) & Administrative Remedies for False Claims. The Federal False Claims Act ("FCA") (31 USC §§3729-3733) provides, in pertinent part, as follows. Any person who : i. knowingly presents, or causes to be presented, a false or fraudulent claim for payment or approval; ii. knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim; iii. conspires to commit a violation of any of the subparagraphs listed here; iv. has possession, custody, or control of property or money used, or to be used, by the Government and knowingly delivers, or causes to be delivered, less than all of that money or property; v. is authorized to make or deliver a document certifying receipt of property used, or to be used, by the Government and, intending to defraud the Government, makes or delivers the receipt without completely knowing that the information on the receipt is true; vi. knowingly buys, or receives as a pledge of an obligation or debt, public property from an officer or employee of the Government, or a member of the Armed Forces, who lawfully may not sell or pledge property; or vii. knowingly makes, uses, or causes to be made or used, a false record or statement material to an obligation to pay or transmit money or property to the Government, or knowingly conceals or knowingly and improperly avoids or

decreases an obligation to pay or transmit money or property to the Government. is liable to the United States Government for a civil penalty of not less than $5,000 and not more than $10,000, as adjusted by the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. 2461);1 plus 3 times the amount of damages which the Government sustains because of the act of that person. CONTRACTOR acknowledges that 31 USC Chapter 38. §§ 3801 – 3812 applies to claims made under the Agreement. If CONTRACTOR submits a claim that it knows is false or contains false information, the agency receiving the claim may impose a penalty of up to $5,000 for each claim. The agency may also recover twice the amount of the claim.

Section 15. The Federal Government is not a party to the Agreement and is not subject to any obligations or liabilities to the CITY, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.

Section 16. Use of DHS Seal, Logo, and Flags. CONTRACTOR must obtain permission from the DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including the use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

I Scott Anderson (PRINT) AN AUTHORIZED REPRESENTATIVE OF Logan Diving & Salvage (PRINT) HEREBY AND HERETO HAVE READ AND AGREE WITH AMENDMENT EXHIBIT "A" AGREEMENT ADDENDUM OF FEDERAL TERMS AND CONDITIONS HEREWITH. (INITIALS) (SIGNATURE) President (TITLE) 2/20/2020 (DATE)

Legislation Details (With Text)

File #:	20-135	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	2/20/2020			**In control:**	City Council
On agenda:	3/25/2020			**Final action:**	
Title:	Approve Task Order No. 2020-06 to CH2M for SCADA Process Automation Services for the Dyal Water Treatment Plant Chemical Conversion and Reliability Improvements Project (CCRIP), Project No. WS1404; To Approve as a Multi-Year Contract from FY2020 through FY2022. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO-CH2M Hill 2020-06 $476,779 - UT.pdf T.O. 2020-06 Proposal SCADA CCRIP Automation.pdf Agreement Dyal CCRIP Engineering Services.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 20, 2020
Agenda Date: March 25, 2020
Prepared By: Katherine Ennis, P.E., Utilities Deputy Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order No. 2020-06 to CH2M for SCADA Process Automation Services for the Dyal Water Treatment Plant Chemical Conversion and Reliability Improvements Project (CCRIP), Project No. WS1404; To Approve as a Multi-Year Contract from FY2020 through FY2022

BACKGROUND:

The CCRIP Project at the Dyal WTP is a major capital improvement project and the scope of work includes chlorine gas and anhydrous ammonia conversions, installation of a redundant 54-inch pump discharge transmission main and associated flow meter and vault, separation of high speed service pumps into a new building, and plant site improvements to include a new training building, modifications to the plant main entrance road, improvements to main entrance security, other security improvements, and associated drainage improvements.

City staff is requesting that City Council approve Task Order 2020-06 as a multi-year contract from FY2020 through FY2022 for CH2M to provide Supervisory Control and Data Acquisition (SCADA) process automation services in support of and during the construction phase of the Dyal Water Treatment Plant CCRIP, Project No. WS1404. Under this task, CH2M will provide SCADA services including: configuration of Programmable Logic Controllers (PLCs), Servers, PLC process logic configuration, Human Machine Interface (HMI) graphic linking, alarm and trend configuration, driver

configuration, system testing, training, and commissioning of the systems affected or added due to the CCRIP project.

This project was identified to use funding from the issuance of the 2018 Revenue Bond.

Staff recommends approval of this task order.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$476,779
Account Number	426-4055-536.63-00, WS1404
Account Name	Infrastructure
Source of Funds:	Series 2018B Bond

PREVIOUS ACTION:

On July 10, 2018, City Council approved Task Order 2018-03 with CH2M for the Dyal Water Treatment Plant Chemical Conversion and Reliability Improvements Project (CCRIP) Final Design, Permitting, Bidding, and Procurement Assistance.

RECOMMENDED MOTION:

To Approve Task Order No. 2020-06 to CH2M for SCADA Process Automation Services for the Dyal Water Treatment Plant Chemical Conversion and Reliability Improvements Project (CCRIP), Project No. WS1404; To Approve as a Multi-Year Contract from FY2020 through FY2022.

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=8207835&GUID=F0DD7001-0BFB-402E-B939-E6CDC035F7C6* is a secure document that has been embedded in this document. Double click the pushpin to view.



City of Cocoa
Task Order 2020-06
SCADA Chemical Conversion and Reliability Improvements Project Process Automation

CH2M HILL Engineers, Inc (CONSULTANT) will provide automation services for the Claude H. Dyal Water Treatment Plant Chemical Conversion and Reliability Improvements Project (CCRIP).

The services will be performed under the Agreement for Engineering Services for Design, Permitting, and Services During Construction for the Dyal Chemical Conversion and Reliability Improvements dated January 26, 2016.

General

This task order scope of work includes configuration of PLCs, HMI servers, Historian server, PLC process logic configuration, HMI graphic linking and object animation, alarm configuration, trend configuration, driver configuration, system testing, training, and commissioning of a complete system for the unit process areas as defined in this scope. The PMCS supplier brands are assumed to be Siemens S7 series for PLCs and Wonderware Archestra Version 2014R2 SP1 for HMI software.

Microsoft Windows Server 2008 R2 Enterprise Service Pack 1 for servers is assumed to be the PMCS operating system.

Unit Process Areas

The specific unit process areas identified below will be included in this scope of work. Only I/O that is currently wired to each Process Control Panel (PCP) and functional will be included. In some cases I/O exist for complete automatic control of the device and in other cases only monitoring /alarms.

Automation improvements will be based on the written control narratives as defined in final contract design drawings but will be limited to functions that will support the existing wired I/O points. If the I/O points needed for complete unit process automation are not currently wired, the application programming to support the missing I/O points will not be included in this scope.

Unit process areas included in this scope of work for PLC and HMI programming:

PLC_CHEMF1 – Chemical Facility 1 PLC

- Sodium Hypochlorite Storage Tanks (3)
- Ammonium Sulfate Storage Tanks (2)
- Safety Showers/Eye Wash Stations (4)
- Sodium Hypochlorite Feed Pumps (11)

- Ammonium Sulfate Feed Pumps (5)
- Various Instrumentation Signals

PLC_CHEMF2 – Chemical Facility 2 PLC
- Sodium Hypochlorite Storage Tanks (2)
- Ammonium Sulfate Storage Tanks (2)
- Safety Showers/Eye Wash Stations (4)
- Sodium Hypochlorite Feed Pumps (5)
- Ammonium Sulfate Feed Pumps (3)
- Various Instrumentation Signals

PLC_HSP 1_4
- HSP (2)
- Local OIU (1)
- Various Instrumentation Signals

PLC_HSP 2_3
- HSP (2)
- Local OIU (1)
- Various Instrumentation Signals

PCP6 – Chemical Building PLC (existing panel)
- Polymer Mixing Unit (2)
- Polymer Pump (3)
- Safety Shower/ Eye Wash Station (1)
- Delete various Chemical (Chlorine, Ammonia, Existing Polymer) Signal points

PCP1 – Main Plant PLC (existing panel)
- Delete various HSP Signal points including logic and plant networking signals

Training Building (HMI Only)
- Thin Client Configuration (1)

Task 1 – Project Kickoff and Workplan

Task 1.1 Project Kickoff and Workplan

A project kickoff meeting will be held at the City of Cocoa office. This task includes preparation of the initial project work plan, workshop agenda, attendance at the meeting by three staff members, and development of meeting minutes. The workshop will include a team charter session which will review the details of the scope of work, limits of supply, and assignment of team roles.

Task 2 – Configuration Documents and Narratives

The existing PLC and HMI standards will be followed for the development of the PLC and HMI programs. The tag naming convention developed in the control system standards and refined in the CCRIP design will be utilized for development of the PLC and HMI programs.

Task 2.1 - PLC I/O list

The PLC I/O list provides documentation of the linking of data between the PLC, field devices, and HMI. An initial I/O list was developed under the CCRIP design project as a starting point. This task will continue the development and refinement of the PLC I/O list. Refinement includes validating the I/O list against the actual PLC configuration to verify rack /slot /point basic configuration matches and spot verification against design drawings to identify I/O location discrepancies.

This task includes developing and adding the software tag identifiers for each I/O point and updating the Master I/O list for this project.

For cases where there are I/O discrepancies between the multiple sources of data input, additional field validation by the City will be required to resolve discrepancies.

Task 2.2 – Control Strategy Narratives

A narrative description of each unit process control strategy was developed in the final design documents for the CCRIP upgrade. The control narrative is a concise, easy-to-follow description of the desired control sequence logic, logic permissive, interlocks, definition of control modes including automatic modes, remote/manual modes, out of service modes, PID control, monitoring requirements, alarm logic, lead/lag logic, equipment failure modes response, runtime, cycle counters, power fail recovery, VFD control, pump standard logic, valve standard logic, power monitoring interface, interfaces with security systems, and interface with existing package systems.

The applications software development team will use the control strategies previously developed during the design phase of work as the basis for the automation design, development, testing, and startup of the application software.

Workshops:

- One control strategy workshop with the City of Cocoa to review and refine the design document control strategy narrative concepts. After the workshop, the control narrative documents will be updated based on comments and submitted as final to be used for the basis of the Application development.

The City of Cocoa will provide information specific to the unit processes associated with this automation project for existing instrumentation and controls which is needed by CH2M for software configuration but which is not available from CH2M files. Such information is expected to consist of alarm set points, high/low signal settings for interlocks and other functions, input process ranges and scales, existing controller tuning constants and such other process or equipment specific functional requirements needed for implementing software.

Task 2.3 Sequencing Plan

A sequence plan was developed during the design phase of work. Refine the sequence plan to include software sequencing constraints and additional input from operations staff.

Task 2.4 IP Address List

An IP Address list was developed during previous phases of work. Continue to refine the IP Address list to include software related changes.

Task 2 Deliverables:

- Control Narrative Configuration Document
- Updated I/O list
- Updated Sequence Plan
- Updated IP address list

Task 3 –Development System Support

After receipt of the development system hardware and software from the PICS, CH2M will setup the application software, operate, and maintain the configuration of the development system. This development system will be utilized to develop control system algorithms and test the application software prior to installation in the field PLC and HMI. The existing SCADA development server will be located at the CH2M Florida offices will remain at CH2M throughout the remainder of software development. The development system will consist of only one development server and PLCs equipment as provided by the PICS and City. Due to the limited development system hardware provided, the testing will be limited to unit process area testing and not reflective of a fully integrated system in house test.

This effort consists of:

- Mounting equipment in development system rack.
- Configure hardware and software for all PICS and City supplied development equipment.
- Setup application software for the PLC/HMI, and verify proper communication for a development environment.
- Perform periodic backups on the system to protect incremental work from being lost in the event of a failure.
- Maintain a list of hardware and software supplied components to CH2M including serial numbers, and maintenance and repair history log, so that problems with hardware and software can be quickly traced and documented. Maintain records of software versions, revisions, and installation dates.
- Current versions of the City installed software for Siemens and Wonderware will be used for implementation of this project.
- Updates to the base software package for Siemens or Wonderware after deployment to the field environment, are not included in this scope of work and will need to be provided under the T&M enhancement task if requested by the City.

Deliverable:

- Hardware and Software Inventory, Repair Reports
- PICS and City provided development equipment will be returned to the City to be used as City spares

Task 4 – Application Software Development

The existing PLC standards, existing HMI standards, I/O List, and the control system narratives developed with City of Cocoa in earlier tasks, will be used as the basis of configuration with only minor modifications for this scope of work.

City of Cocoa will provide information specific to the unit processes associated with this application programming project for existing instrumentation and controls which is needed by CH2M for software configuration but which is not available from CH2M files. Such information is expected to consist of alarm set points, high/low signal settings for interlocks and other functions, input process ranges and scales, existing controller tuning constants and such other process or equipment specific functional requirements needed for implementing software.

Task 4.1 - PLC Programming

PLC programming scope includes the automation for all plant processes as defined in the Unit Process Section of this SOW and the control narratives.

PLC logic and sequencing will be configured based on the latest version of the control system narrative document and the latest version of the I/O list at the time this contract is issued.

CH2M will:

- Identify location (e.g. specific PLC) for control and calculation functions.
- Configure PLC-to-PLC data communication.
- Configure PLC – HMI data communications.
- Define PLC programming formats and configuration blocks.
- Assign objects to physical devices.
- Configure PLC alarm management.
- Configure PLC analog scaling.
- Configure automation logic based on control narratives.
- Define sequential logic and analog control requirements for special control strategies executed in the PLC.
- Define and configure virtual points required for HMI monitoring and control functions.
- Generate object and PLC programs for each PLC.
- Develop the PLC functional software requirements and define analog control loop tuning parameters.
- Configure PLC totalization calculations for current day and previous day totals for data that is typically used in reporting.
- Provide an automatic periodic time synchronization from the HMI to the PLC and to the City GPS time synchronization device.
- Document programs.
- Spare or future equipment will not be configured.

Deliverable:

- One electronic file copy of annotated and documented PLC logic

Task 4.2 HMI Programming

HMI programming will be performed based on the approved draft graphics, control narratives, and I/O list.

Task 4.2.1 HMI Configuration

For each unit process area, develop draft graphics for City review and approval. The draft graphics will be updated based on City provided comments and the design concept will be frozen. The final graphics will be linked to the appropriate objects in the PLCs. Specific information that is required to support the auto controls (sequences, setpoints, lead/lag selections) will be added.

- Develop draft and final graphics
- Create 6 New Graphics: 3 Hypochlorite, 2 Ammonia Sulfate, 1 Polymer.
- Delete 4 Graphics and associated inter-application links: 4 Chlorine.
- Edit 11 Graphics: Reactor Clarifier 1, 2, 3, Chlorine Contact Basin, CVS1, CVS2, Ozone Contactor, Ground Storage High Service Pumps, Finished Water Overview, Critical Information Dyal.
- Navigational changes to reflect the new and deleted screens.
- Configure graphic animation and database.
- Link equipment displays to appropriate popups.
- Develop new graphics to support automation controls and sequences.
- Configure additional alarm parameters to support modifications.

Task 4.2.2 Historical Data Configuration

Historical data consists of data that is required for trending of analog values to analyze process performance and selected critical digital data. This scope includes configuration of the existing historian database with the new historical data points.

CH2M will provide the following:

- Recommendations in the form of a list to City of Cocoa as to which I/O points will be configured for historical data trending. City of Cocoa will review the list and provide comments to CH2M. Appropriate comments will be incorporated into the historical collection list. It is anticipated that all analog I/O points, reporting calculated values, and selected digital points will be stored.
- Configure the Historical server to read the appropriate control system data points.

Task 4.2.3 Operator Interface Terminal (OIT)

- Develop overview level graphics for the OIT on each HSP panel (2 total OITs)

Deliverable:

- One electronic file copy of the new HMI database file, HMI screen shots, and Historian database changes.

Task 5 Testing and Field Services

Control system application software testing will consist of In-House software testing, field Operational Readiness Testing Part 2 (ORT2), and field Performance Acceptance Testing.

Prior to testing, CH2M will develop and submit to City of Cocoa a test plan. City of Cocoa will have two weeks to review the test plan. Upon receipt of the comments from the test plan, CH2M will revise the test plan to incorporate appropriate comments.

Task 5.1 In-House Software and HMI Layer Testing

Task 5.1.1 Develop In-House Software Test Procedures

CH2M will develop a document to be used as a guideline for documenting and testing of the PLC and HMI application software. The document will be submitted to the City of Cocoa for review, and comments will be incorporated into the document. The In-House Factory Test Procedure document will be issued to the City of Cocoa as a deliverable, and the document will serve as the basis for testing of the PLC/HMI application software at CH2M's office.

Deliverable: In-House Factory Testing Forms

Task 5.1.2 In House Application Software and HMI Layer Testing

In-House Software testing will be performed by CH2M throughout the development of the application software at CH2M's office. This testing will confirm control system algorithms based upon narrative requirements and the I/O list. The testing will demonstrate the interaction of control strategies with graphic displays. Testing will simulate calculated points and I/O points to verify that the database is properly configured. Verify alarm points to ensure proper message, priority, and trigger value. City of Cocoa may witness any or all testing at their discretion and expense.

One In-House application software test will be performed prior to loading software in the field. The purpose of the test is to demonstrate that the control system application software is complete and ready for installation at the plant site. City of Cocoa will witness the In-House software testing and provide comments of any software deficiencies for correction by CH2M. The criteria for acceptance of control system strategies is based upon the previously agreed upon control system narrative criteria and I/O documents. All items found deficient will be corrected and re-tested by CH2M.

To aid in the in-house application software testing, a simulation program file will be developed to provide appropriate limit switch feedback, equipment run status feedback, and appropriate analog data entry values.

Deliverable: In-House Factory Test Completion Form

Task 5.2 Field Operational Readiness Test Part 2

Task 5.2.1 Load Software in the Field

Prior to starting ORT2, CH2M will load the software in the field PLC controllers and HMI servers. System communication will be verified before the start of testing.

Task 5.2.2 Develop Operational Readiness Test Part 2 Procedures

CH2M will develop an Operational Readiness Test Part 2 (ORT2) procedure document to be used as a guideline for documenting and testing of the PLC and HMI application software in the field. This document will include I/O checkout sheets and detailed testing to prove the control system functions correctly in the local control mode with HMI remote monitoring display in the local mode and remote manual control functionality. The document will be submitted to City of Cocoa for review, and comments will be incorporated into the document. The Operational Readiness Testing document will serve as the basis for testing of the PLC/HMI in the field.

Deliverable: Operational Readiness Test Procedures

Task 5.2.3 Operational Readiness Testing (ORT)

ORT1 - Services associated with ORT1 will be included in the Hardware Implementation Phase scope of work but is included here as a prerequisite for ORT2. Prior to loading software at the plant site, the startup team will complete the following tests; installation of all PLCs/HMI and remote I/O, communication verification of all PLCs/HMI and remote I/O, I/O checkout (including verification of instrument scaling) from the field device to the PLC, and local field testing of all equipment in the local manual mode. All existing equipment and existing wiring that is being re-used is the responsibility of the City to verify correct instrument calibrations and equipment function.

ORT2 – The purpose of this testing is to confirm that the control system including application software is ready for operation in local mode with remote monitoring and in remote manual control from the HMI system. The startup team (City and PICS) will perform and complete ORT1 prior to start of ORT2. The ORT2 testing will be managed by the startup team, and will require participation by City of Cocoa and the PICS. In a combined effort between the startup team and the Application Solution Provider (ASP), verify that the I/O assignment is correct by performing a complete I/O checkout from the field device, to the PLC, and to the HMI displays. Verify analog scaling is correct, all modes of local and remote manual operation function correctly, and verify the passing of data between all PLCs and HMI. During this testing, each part of the control system will be operated with live process (where appropriate and practical) to verify correct functionality. City of Cocoa will be required along with the Application Programming team to signoff each test completed or waive the client witness test requirement. Any items identified as ASP deficient will be corrected, re-tested, and verified. Items that are discovered during the test as City or PICS supplied equipment failure/malfunction, shall require a modified ORT test. The modified test will include signal simulation beginning from the terminal strip of the new control cabinet where the field wire is terminated through to the HMI graphic to verify the full function of the ASP scope of work. Re-testing of City or PICS supplied devices that have failed during the ORT2 testing will be performed under the Enhancement task.

Deliverable: ORT2 Test Completion Form

Task 5.3 Field Performance Acceptance Testing (PAT)

Task 5.3.1 Develop Performance Acceptance Testing (PAT) Procedures

CH2M will develop a document to be used as a guideline for documenting and testing software, graphic displays, and remote automatic control functions that satisfy requirements of this scope of work. This document will be submitted to City of Cocoa for review, and comments will be incorporated into the document. The document will serve as the basis for the performance acceptance testing protocol.

Deliverable: Performance Acceptance Testing Procedure

Task 5.3.2 Performance Acceptance Testing

CH2M will perform a witnessed performance acceptance test (PAT) at the plant site with City of Cocoa staff to verify remote automatic control functions satisfy the requirements of this scope of work. Testing for the remote automatic control functions will be based upon the current approved control system narrative document and Input/Output (I/O) list. Each unit process area will be tested on a loop by loop basis to verify correct remote automatic functions. This test

is similar to the remote auto testing that was performed in the in-house software test but is based on the field inputs and outputs and not simulation.

The Performance Acceptance testing will be managed and supervised by the startup team. City of Cocoa and the startup team shall witness the Performance Acceptance Test or waive the client witness test requirement. Any items identified as ASP deficient will be corrected, re-tested, and verified. Items that are discovered during the test as City or PICS supplied equipment failure/malfunction, shall require a modified PAT test. Since the PAT tests are for validating the automatic sequencing testing, a re-test will be required once the equipment in question is functional. Future re-testing of failed devices will be performed under the Enhancement task. Completion of the Performance Acceptance Test provides acknowledgement that the application programming is complete and satisfies the requirements of the scope of work.

Deliverable: Witnessed or waived PAT acceptance test results with final signoff

Task 6 Documentation

Task 6.1 Narrative, I/O List, IP Address List Document Update

During the development of the PLC and HMI code, modifications will be made as needed to the control narratives, I/O list, and IP address list documentation.

CH2M will provide one final update to the narrative document, I/O list, and IP address list documents at the completion of the PAT testing.

Deliverable:

- One electronic copy of the control system narratives document.
- Updated I/O list (Electronic Media - Excel format).
- Updated IP address list (CCRIP devices only).

Task 7 Training

Training will be provided for City of Cocoa operations, maintenance, and management staff on day-to-day use and operation of the HMI and PLC systems. CH2M provided training will be conducted at the City of Cocoa office and CH2M Orlando office.

Training provided by CH2M will focus on the specific application programming software configuration and its use. It is assumed that the City staff engineers will obtain product specific training direct from the software manufacturer prior to the CH2M application specific training if needed.

The following CH2M training will be provided.

Plant Operations Simulation Training – Provide up to "one" 6 hour day of hands-on training on the development system at CH2M's office for up to six operation staff. After the in-house software testing is complete, the actual final application software will be used with selected simulation to help familiarize the operator with the HMI graphic package and interrelationship of various process controls.

Operation Staff Training - Training will be repeated to cover a second shift, for a total of up to "two" four hour training sessions performed on the same day for up to eight operation staff per session. Training will be performed at the Dyal WTP and content will include classroom training on the HMI system operation and process control functions for operator staff. HMI system operation training will focus on general HMI graphic functionality, historian functionality, trending, and navigation. Process control training will be included as part of this training with a focus on implementation of control narratives, trending setup, and operator control functionality.

Deliverable: Training documentation (electronic and up to 20 hard copies of each)

Task 8 Coordination Services

CH2M will provide services to coordinate implementation of the application programming, in-house testing, and startup coordination of application programming with City of Cocoa operations, and the startup construction team.

Task 8.1 – Coordination Meetings

During software development, host monthly coordination telecom meetings with City personnel. Meeting will include review of project schedule, PLC software development, and HMI graphic screen development, and tracking of open item resolution. During these meetings the City will have the opportunity to monitor and comment on the progress of the application programming.

Task 8.2 – Senior Quality Control

Provide for quality assurance input by CH2M senior staff during application programming development and provide for quality control review by CH2M's senior staff of work in progress and major deliverables.

Task 9 Procurement, Enhancements, and Troubleshooting

Services under Task 9 will be on a time and material not to exceed basis per the attached City of Cocoa rate table and compensation section terms. CH2M will provide an allocation for enhancements and troubleshooting services.

Task 9.1 – Enhancements and Troubleshooting

Services will be identified by the City and approved for execution prior to work starting. Services under this task include system enhancements, logic changes from the approved narratives, troubleshooting SCADA type problems, re-testing due to failed equipment, extended field testing duration support, configuration of automated reporting changes, other SCADA support, additional meetings, or additional training as directed by the city.

Schedule

A detailed project work plan will be developed in conjunction with City of Cocoa's scheduling requirements. CH2M will commence work within 2 weeks of receiving a written notice to proceed with the project.

- It is anticipated that the build construction schedule will be 16 months maximum duration.

- ORT and PAT Testing – Testing sequences will not exceed one week duration for each major unit process area panel (Example: PLC_CHEM1) and will follow the duration and construction phased sequence as defined in the specification coordination section.
- Work associated with the time and material Enhancement task (Task 9) may extend past the construction substantial completion date by up to one calendar year or less.

Deviations from the anticipated schedule or duration of construction will materially affect the scope of this contract and CH2M's compensation for the application programming and will require an adjustment to CH2M's compensation.

Compensation

This task order includes both a firm fixed billing method and a time and materials billing method. The task order total fee is $476,779.

The total fee for the firm fixed price section for this task order for labor and expenses is $436,779 as shown in Compensation Table below. The total fee for the time and material section for this task order for labor and expenses is $40,000 as shown in Compensation Table below.

For the firm fixed price work, CH2M will provide the City of Cocoa a monthly invoice based upon the schedule of values as detailed in the Compensation Table below, along with a summary of activities performed under this contract. An estimated earned value (percent complete) for each project sub task will be the basis for progress payments.

For the time and material work, CH2M will invoice based on actual hours worked and expenses incurred with no markup on expenses or travel. Budgets and expenses between sub-tasks are interchangeable as needed. There are no Subcontracts or material procurement anticipated under this contract.

The Consultant's rates will be billed in accordance with rates defined in Attachment A.
This proposal is effective for 90 days.

Task	Hours	Labor	Travel	Subtotal
Task 1 - Kickoff and Workplan	84	$15,257	$218.00	$15,475
Task 2 – Configuration Documents and Narratives	219	$37,675	$218.00	$37,893
Task 3 - Development System Support	116	$18,345	$0.00	$18,345
Task 4 - Application Development	484	$76,667	$546.00	$77,213
Task 5 - Testing and Field Services	1,188	$189,939	$12,116	$202,055
Task 6 - Documentation	120	$19,205	$0.00	$19,205
Task 7 - Training	160	$24,825	$1,934	$26,759
Task 8 - Coordination	200	$39,834	$0.00	$39,834
Subtotal for FFP	**2,571**	**$421,747**	**$15,032**	**$436,779**
Task 9 - Enhancement & Troubleshooting **(T&M)**	225	$38,009	$1,991	$40,000
Grand Total	**2,796**	**$459,756**	**$17,023.00**	**$476,779**

Assumptions

- During ORT1/ ORT2/ PAT testing, an entire PLC/RIO panel will be taken off-line for wiring modifications. This will require the entire unit process associated with this PLC to be placed in local operational control until the PLC/RIO has successfully completed the testing. Additional operations staff may be required to control and monitor each unit process area in local control during each panel changeout period.
- CH2M will allot sufficient time for City of Cocoa staff to review work at formal review points and City of Cocoa will provide written acceptance of work or notification for correction. A maximum of 14 calendar days after receipt will be allowed for City of Cocoa response or work will be considered acceptable as submitted.
- CH2M will reasonably rely upon the accuracy, timeliness, and completeness of any information/data provided by the City of Cocoa, or other third parties.
- CH2M consultation, review, configuration, or study (as applicable) of Client's software, hardware, products or systems (collectively "Client's System") in no way makes CH2M responsible for the performance, operation or security of Client's System. CH2M makes no warranty, whether expressed or implied, as to the viability or performance of Client's System. Additionally, CH2M cannot and does not provide any representation, warranty or guarantee that its services will ensure Client's System will not be vulnerable, susceptible or open to outside infiltration, exploitation, hacking or breach from third parties, outside entities or sources. Client is solely responsible for the security of Client's System and CH2M services do not in any way relieve Client of any responsibility for the protection, firewalling and/or overall security of Client's System. CH2M shall have no responsibility or liability for the security of Client's System and Client shall indemnify and hold CH2M harmless for any claims, liability, actions, damages, expenses, and/or costs of any kind associated with any actual or alleged infiltration, data loss, data corruption, exploitation, hacking or breach of Client's System at any time regardless of the source or cause thereof.

Clarification of items not included in this scope of work:

- Network configuration services such as loading City network software, configuring switches, and troubleshooting network problems related to the City network are provided by the City staff. City of Cocoa will install all required network software including virus software, configure the City network switches, and provide troubleshooting assistance for all City network related problems.
- Field wiring, design, and construction type activities are not included with this scope of supply.
- Development of reports and updates to the reporting database are not included in this scope of work.
- Updates to the base HMI software and PLC firmware are not included in this scope of work.
- There are no permitting services included in this task order.
- Any special or custom software drivers required will be provided by City of Cocoa with the equipment (such as power monitoring devices, etc.). This scope does not include development of custom drivers.
- Formal classroom training for base vendor application software will be obtained directly by the City and is not included with this scope of work.
- As-built to existing WTP SCADA documentation unless defined in the scope of work.

- There are no services for configuring or troubleshooting the new SCADA fiber optic network communication changes.

Acceptance

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

Approved for the City of Cocoa	Accepted for CH2M Hill Engineers, Inc.
By: _____	By: _____
Title: _____	Title: Vice President
Date: _____	Date: 2/10/2020

Attachment A – 2016 CH2M HILL Rate Table

CLASSIFICATION	DESCRIPTION	RATE
Engineer 9	Principal	199.17
Engineer 8	Senior Reviewer/Consultant	199.17
Engineer 7	Senior Project Manager	199.17
Engineer 6	Senior Professional Engineer/Scientist/Consultant	188.40
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	166.44
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	138.96
Engineer 3	Junior Professional Engineer/Scientist/Consultant	120.84
Engineer 2	Project Engineer/Scientist/Consultant	101.84
Engineer 1	Junior Project Engineer/Scientist/Consultant	95.27
Engineer 0	Engineering Intern	85.28
Technician 5	Senior Construction Manager/Senior Designer	155.59
Technician 4	Construction Manager/Senior Technician	125.06
Technician 3	Senior Construction Inspector	111.34
Technician 2	Construction Inspector/Technician	86.17
Technician 1	Junior Construction Inspector/Junior Technician	76.53
Technical Aide	Technical Aide	66.56
Office	Office/Project Administration	69.99

Notes:

1. Billing rates listed above are designated for one year after execution of the Agreement.
2. These rates do not include other direct expense costs. Reimbursable other direct expenses shall be billed in accordance with the terms of the agreement.
3. Bill rate schedule is for time basis work and City will be billed based on actual hours by category designated for an individual employee.
4. CH2M HILL Engineers reserves the right to request annual rate modifications for future work.

Legislation Details (With Text)

File #:	20-148	**Version:**	1	**Name:**	February, 2020 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	3/2/2020			**In control:**	City Council
On agenda:	3/25/2020			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2019 to 02/29/2020.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthy Report to City Council 10.01.19 thru 02.29.20.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	March 2, 2020
Agenda Date:	March 25, 2020
Prepared By:	Diane Kozlak, Senior Buyer
Through:	Heath Hancher, Purchasing Manager

Requested Action:
Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2019 to 02/29/2020**.**

BACKGROUND:

The following reports for the period October 01, 2019 through February 29, 2020 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:

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None. Information only.

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Purchase Order Approvals 10-01-19 thru 02-29-20

$35,000 TO $50,000 Recap Sheet

Total Purchase Orders Issued = 21

City Manager = 11

City of Cocoa CRA Board = 0

City Council = 10

Purchase Order Approvals 10-01-19 thru 02-29-20
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
75274	10/9/2019	Alan Jay Chevrolet Oldsmobile	$ 36,196.00	10/9/2019	Matthew J. Fuhrer (Acting)
75276	10/9/2019	Trane (Maitland)	$ 46,986.00	10/9/2019	Matthew J. Fuhrer (Acting)
75279	10/9/2019	S & L Materials, Inc.	$ 35,000.00	10/9/2019	Matthew J. Fuhrer (Acting)
75373	10/11/2019	Ring Power Corporation-Palm Bay	$ 42,589.00	10/11/2019	John A. Titkanich, Jr. AICP
75430	10/18/2019	Core & Main LP	$ 45,154.90	10/15/2019	John A. Titkanich, Jr. AICP
75461	10/18/2019	Brev. Cty. Emergency Management	$ 38,012.00	10/15/2019	John A. Titkanich, Jr. AICP
75636	11/13/2019	H&H Liquid Sludge Disposal	$ 47,000.00	11/12/2019	John A. Titkanich, Jr. AICP
75640	11/13/2019	Verizon Wireless	$ 41,280.00	11/13/2019	Matthew J. Fuhrer (Acting)
75659	11/15/2019	Garganese, Weiss, D'Agresta	$ 35,000.00	11/15/2019	Matthew J. Fuhrer (Acting)
75876	12/23/2019	G4S Secure Solutions (USA) Inc.	$ 37,268.40	12/20/2019	John A. Titkanich, Jr. AICP
76119	2/20/2020	DMD Consultants Inc.	$ 49,984.00	2/19/2020	John A. Titkanich, Jr. AICP

11 Purchase Order Approved by City Manager

Prepared by Purchasing 3/2/2020

Purchase Order Approvals 10-01-19 thru 02-29-20
$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 3/2/2020

Purchase Order Approvals 10-01-19 thru 02-29-20
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
75230	10/8/2019	Flowers Chemical Laboratories	$ 44,712.00	9/25/2018	City Council
75254	10/9/2019	Industrial Chemicals Inc.	$ 35,200.00	9/11/2019	City Council
75284	10/9/2019	Axon Enterprises, Inc.	$ 49,902.00	10/24/2017	City Council
75364	10/11/2019	FL. Dept. of Corrections	$ 43,122.75	12/12/2017	City Council
75370	10/11/2019	Brev. Cty. Bd. Of Cty. Comm.	$ 50,000.00	10/25/2016	City Council
75379	10/11/2019	United Self Insured Services	$ 50,000.00	8/22/2017	City Council
75495	10/25/2019	Glover Oil Company	$ 35,775.00	12/12/2017	City Council
75571	11/1/2019	Alan Jay Chevrolet Oldsmobile	$ 46,860.00	10/23/2019	City Council
75642	11/13/2019	Lisa Cullen Tax Collector-Titusville	$ 36,960.00	4/24/2018	City Council
75780	12/9/2019	University of Central Florida	$ 50,000.00	10/9/2019	City Council

10 **Purchase Order Approved by City Council**

Prepared by Purchasing 3/2/2020

Legislation Details (With Text)

File #:	20-154	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	3/5/2020			**In control:**	City Council
On agenda:	3/25/2020			**Final action:**	
Title:	In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget By Classification February 2020.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 5, 2020
Agenda Date: March 25, 2020
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO ,CGFM Finance Director
Requested Action:
In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

BACKGROUND:

The following reports for the period ending February 2020 (FY20) provide information for the four major funds: General Fund, Water/Sewer Fund, Water/Sewer Capital Projects 2018B Fund and the Storm Water Fund. This February 2020 (FY20) 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 four major funds: General Fund, Water & Sewer and Water Sewer Capital Projects 2018B, 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 four major funds: General Fund, Water & Sewer, Water & Sewer Capital Projects 2018B 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 2020 Budget by Classification Report - Summary Listing

2/29/2020

Target for February 2020 is 42%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	$ 9,684,925		$ 6,933,100	$ 2,751,825	72%
OTHER PERMITS AND FEES	$ 4,566,282		$ 2,967,067	$ 1,599,215	65%
INTERGOVERNMENTAL	$ 2,269,465		$ 1,008,918	$ 1,260,547	44%
CHARGES FOR SERVICES	$ 12,089,954		$ 4,970,806	$ 7,119,148	41%
FINES AND FORFEITURES	$ 20,930		$ 7,102	$ 13,828	34%
MISCELLANEOUS	$ 1,169,588		$ 497,166	$ 672,422	43%
OTHER SOURCES (NON-REVENUE)	$ 10,632,362		$ 3,482,905	$ 7,149,457	33%
REVENUE TOTALS	**$ 40,433,506**		**$ 19,867,064**	**$ 20,566,442**	**49%**
EXPENSE					
SALARIES AND BENEFITS	$ 24,963,697	$ 1,301	$ 8,785,134	$ 16,177,262	35%
OPERATING EXPENDITURES	$ 11,652,322	$ 3,383,293	$ 3,760,310	$ 4,508,719	61%
CAPITAL OUTLAY	$ 833,510	$ 288,905	$ 188,199	$ 356,406	57%
GRANTS, AIDS AND OTHER	$ 2,983,977	$ -	$ 1,233,844	$ 1,750,133	41%
EXPENSE TOTALS	**$ 40,433,506**	**$ 3,673,499**	**$ 13,967,487**	**$ 22,792,520**	**44%**
REVENUE TOTALS	**$ 40,433,506**	**$ -**	**$ 19,867,064**	**$ 20,566,442**	**49%**
EXPENSE TOTALS	**$ 40,433,506**	**$ 3,673,499**	**$ 13,967,487**	**$ 22,792,520**	**44%**
	$ -	**$ (3,673,499)**	**$ 5,899,577**	**$ (2,226,078)**	

*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	369,343	222,977.70	60	4,738,686	5,463,989.00	115	6,216,058	752,069.00
	20 00	DELINQUENT TAXES	0	720.65		0	2,835.61		14,999	12,163.39
	25 00	PENALTIES RE: TAXES	0	420.51		0	3,701.88		5,000	1,298.12
	30 00	TAX CERTIFICATES	0	.00		0	.00		200,000	200,000.00
311	**	AD VALOREM	369,343	224,118.86	61	4,738,686	5,470,526.49	115	6,436,057	965,530.51
312		SALES USE AND FUEL TAXES								
	41 00	LOCAL OPTION GAS TAX 6 CT	46,916	83,749.30	179	234,580	194,497.85	83	563,001	368,503.15
312	**	SALES USE AND FUEL TAXES	46,916	83,749.30	179	234,580	194,497.85	83	563,001	368,503.15
314		UTILITY SERVICE TAX								
	10 00	ELECTRICITY	125,000	123,475.58	99	625,000	723,207.12	116	1,500,000	776,792.88
	30 00	WATER-COCOA	29,972	28,333.73	95	149,860	149,800.41	100	359,667	209,866.59
	40 00	GAS	1,433	.00		7,165	8,104.11	113	17,200	9,095.89
	80 00	PROPANE	1,666	2,795.40	168	8,330	8,476.93	102	20,000	11,523.07
314	**	UTILITY SERVICE TAX	158,071	154,604.71	98	790,355	889,588.57	113	1,896,867	1,007,278.43
315		COMMUNICATION SERVICE TAX								
	00 00	COMMUNICATION SERVICE TAX	52,000	49,998.85	96	260,000	255,167.70	98	624,000	368,832.30
315	**	COMMUNICATION SERVICE TAX	52,000	49,998.85	96	260,000	255,167.70	98	624,000	368,832.30
316		LOCAL BUSINESS TAX								
	00 00	LOCAL BUSINESS TAX	13,750	6,840.74	50	68,750	123,319.36	179	165,000	41,680.64
316	**	LOCAL BUSINESS TAX	13,750	6,840.74	50	68,750	123,319.36	179	165,000	41,680.64
310	***	TAXES	640,080	519,312.46	81	6,092,371	6,933,099.97	114	9,684,925	2,751,825.03
320		OTHER PERMITS & FEES								
322		BUILDING PERMITS								
	00 00	BUILDING PERMITS	19,833	35,288.00	178	99,165	179,696.75	181	238,000	58,303.25
	10 00	TRAINING SURCHARGE	66	.00		330	831.78	252	800	31.78-
322	**	BUILDING PERMITS	19,899	35,288.00	177	99,495	180,528.53	181	238,800	58,271.47
323		FRANCHISE FEES								
	10 00	ELECTRICITY	109,955	.00		549,775	496,870.86	90	1,319,469	822,598.14
	40 00	GAS	2,900	.00		14,500	10,013.97	69	34,800	24,786.03
	70 00	SOLID WASTE	15,641	16,404.01	105	78,205	82,389.36	105	187,703	105,313.64
323	**	FRANCHISE FEES	128,496	16,404.01	13	642,480	589,274.19	92	1,541,972	952,697.81
325		SPECIAL ASSESSMENT								
	12 01	FIRE PROTECTION	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
12 02	DELINQUENT TAX	0	.00		0	.00		0	.00
12 03	PENALTIES	0	.00		0	.00		0	.00
12 04	TAX CERTIFICATES	0	.00		0	.00		0	.00
12 *	SERVICE	0	.00		0	.00		0	.00
22 01	CHARGES FOR PUBLIC SVCS	200,000	114,327.60	57	2,020,000	2,185,270.12	108	2,620,000	434,729.88
22 02	DELINQUENT TAX	166	162.83	98	830	339.29	41	2,000	1,660.71
22 03	PENALTIES	0	28.19		0	151.29		2,000	1,848.71
22 04	TAX CERTIFICATES	0	.00		0	.00		150,000	150,000.00
22 *	FIRE PROTECTION	200,166	114,518.62	57	2,020,830	2,185,760.70	108	2,774,000	588,239.30
325 **	SPECIAL ASSESSMENT	200,166	114,518.62	57	2,020,830	2,185,760.70	108	2,774,000	588,239.30
329	OTHER PERMITS & FEES								
25 00	PLANNING AND ZONING	833	1,070.00	129	4,165	9,473.22	227	10,000	526.78
35 00	FIRE INSPECTIONS	125	.00		625	2,030.00	325	1,510	520.00-
329 **	OTHER PERMITS & FEES	958	1,070.00	112	4,790	11,503.22	240	11,510	6.78
320 ***	OTHER PERMITS & FEES	349,519	167,280.63	48	2,767,595	2,967,066.64	107	4,566,282	1,599,215.36
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
20 01	RES OFFCR - CTY CONTRACT	0	.00		78,000	52,000.00	67	156,000	104,000.00
20 05	DEPT OF JUSTICE GRANTS	0	.00		0	24,879.00		22,166	2,713.00-
20 12	BULLET PROOF GRANT	0	.00		0	2,504.40		10,507	8,002.60
20 15	VICTIMS OF CRIME ACT GRNT	10,574	13,943.58	132	52,870	23,961.62	45	126,896	102,934.38
20 16	INTERNET CRIMES GRANT	833	.00		4,165	.00		10,000	10,000.00
20 17	BODY WORN CAMERA GRANT	0	.00		0	.00		0	.00
20 18	EMS DATA COLLECTION-BEMO	0	.00		0	.00		0	.00
20 *	PUBLIC SAFETY	11,407	13,943.58	122	135,035	103,345.02	77	325,569	222,223.98
50 01	FEMA DISASTER RELIEF	0	15,495.63		0	89,468.21		0	89,468.21-
50 02	EDA-2018-DISASTER-11.307	0	.00		0	.00		0	.00
50 03	FDEP-RESILIENCY4190120	0	.00		0	.00		0	.00
50 04	EDA-04-69-07348 GRANT	0	.00		0	.00		0	.00
50 *	ECONOMIC ENVIRONMENT	0	15,495.63		0	89,468.21		0	89,468.21-
70 01	NPS CIVIL RIGHTS GRANT	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	11,407	29,439.21	258	135,035	192,813.23	143	325,569	132,755.77

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
333		PAYMENT IN LIEU OF TAXES								
90	00	HOUSING AUTHORITY	0	.00		22,500	.00		45,000	45,000.00
333	**	PAYMENT IN LIEU OF TAXES	0	.00		22,500	.00		45,000	45,000.00
334		STATE GRANT								
50	01	STATE DISASTER REIMBURSE	0	.00		0	4,109.59		0	4,109.59-
50	04	DEO-19-THREATASSESS-P0299	0	.00		0	.00		0	.00
50	*	ECONOMIC ENVIRONMENT	0	.00		0	4,109.59		0	4,109.59-
334	**	STATE GRANT	0	.00		0	4,109.59		0	4,109.59-
335		STATE SHARED REVENUES								
12	00	STATE REVENUE SHARING	43,703	46,054.96	105	218,515	230,274.80	105	524,436	294,161.20
12	20	8TH CNT MUNICIPAL GAS TAX	13,605	13,486.03	99	68,025	67,430.15	99	163,268	95,837.85
12	*	STATE REVENUE SHARING	57,308	59,540.99	104	286,540	297,704.95	104	687,704	389,999.05
14	00	MOBILE HOME LICENSES	1,833	950.24	52	9,165	18,666.82	204	22,000	3,333.18
15	00	ALCOHOLIC BEVERAGE	0	1,195.63		0	3,118.43		21,717	18,598.57
18	00	LOCAL GOVERNMENT 1/2 CENT	92,494	108,213.58	117	462,470	480,376.69	104	1,109,934	629,557.31
21	00	FIREFIGHTER SUPPLEMENTAL	0	4,400.00		4,000	4,400.00	110	16,000	11,600.00
41	00	FUEL TAX REFUNDS	0	.00		12,500	7,728.72	62	25,000	17,271.28
335	**	STATE SHARED REVENUES	151,635	174,300.44	115	774,675	811,995.61	105	1,882,355	1,070,359.39
337		GRANTS FROM LOCAL UNITS								
20	02	BC EMS GRANT 2020 AWARD	2,068	.00		2,068	.00		16,541	16,541.00
337	**	GRANTS FROM LOCAL UNITS	2,068	.00		2,068	.00		16,541	16,541.00
330	***	INTERGOVERNMENTAL REVENUE	165,110	203,739.65	123	934,278	1,008,918.43 ✓	108	2,269,465 ✓	1,260,546.57 ✓
340		CHARGES FOR SERVICES								
341		GENERAL GOVERNMENT								
30	00	ADMINISTRATIVE FEES	528,666	528,667.00	100	2,643,330	2,643,335.00	100	6,343,999	3,700,664.00
31	00	ADMIN FEES STORMWATER	14,350	14,350.00	100	71,750	71,750.00	100	172,205	100,455.00
40	00	CERTIFY/COPY/SEARCH	8,000	8,867.87	111	40,000	43,115.90	108	96,000	52,884.10
90	12	PASSPORT EXECUTION FEES	341	420.00	123	1,705	1,540.00	90	4,100	2,560.00
341	**	GENERAL GOVERNMENT	551,357	552,304.87	100	2,756,785	2,759,740.90	100	6,616,304	3,856,563.10
342		PUBLIC SAFETY								
10	00	POLICE SERVICES	2,500	10,138.00	406	12,500	10,243.00	82	30,000	19,757.00
90	00	OTHER PUBLIC SAFETY	0	500.00		0	1,000.00		0	1,000.00-

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
342	PUBLIC SAFETY								
90 01	FALSE ALARM FEES	925	150.00	16	4,625	3,540.00	77	11,100	7,560.00
90 *	OTHER PUBLIC SAFETY	925	650.00	70	4,625	4,540.00	98	11,100	6,560.00
342 **	PUBLIC SAFETY	3,425	10,788.00	315	17,125	14,783.00	86	41,100	26,317.00
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	35,792	41,282.55	115	178,960	163,646.59	91	429,507	265,860.41
37 11	ROCKLEDGE	22,610	24,414.42	108	113,050	120,205.21	106	271,325	151,119.79
37 12	SUN LAKE	298	326.04	109	1,490	1,589.22	107	3,578	1,988.78
37 13	CLNY PK-M.I.UTIL CO.	160	158.46	99	800	798.56	100	1,929	1,130.44
37 16	COCOA BEACH	9,337	9,404.69	101	46,685	47,035.98	101	112,044	65,008.02
37 17	CAPE CANAVERAL	7,707	7,754.45	101	38,535	38,775.70	101	92,491	53,715.30
37 18	TITUSVILLE	336	354.54	106	1,680	1,762.92	105	4,032	2,269.08
37 *	WATER BILLING SERVICES	76,240	83,695.15	110	381,200	373,814.18	98	914,906	541,091.82
39 01	SERVICE CHARGES	30,827	59,057.50	192	154,135	195,269.53	127	369,924	174,654.47
39 03	ADMIN CHARGES	31,675	31,450.00	99	158,375	160,390.00	101	380,100	219,710.00
39 04	PENALTIES	70,572	60,868.40	86	352,860	345,414.41	98	846,873	501,458.59
39 05	NSF CHECKS	2,714	2,895.00	107	13,570	15,736.76	116	32,575	16,838.24
39 *	WATER OTHER INCOME	135,788	154,270.90	114	678,940	716,810.70	106	1,629,472	912,661.30
41 10	SOLID WASTE	164,908	162,141.64	98	824,540	812,613.10	99	1,978,903	1,166,289.90
41 20	RECYCLING REVENUE	18,065	18,257.01	101	90,325	91,711.54	102	216,789	125,077.46
41 30	GREEN WASTE	15,449	15,657.49	101	77,245	78,655.05	102	185,394	106,738.95
41 *	GARBAGE COLLECTION	198,422	196,056.14	99	992,110	982,979.69	99	2,381,086	1,398,106.31
45 10	BILLING FEE - WASTE MGMT	8,240	8,752.28	106	41,200	34,839.54	85	98,882	64,042.46
45 20	SALE-RECYCLEABLE MTRL	41	.00		205	.00		500	500.00
45 *	GARBAGE-OTHER REVENUE	8,281	8,752.28	106	41,405	34,839.54	84	99,382	64,542.46
46 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
90 01	FDOT MEDIAN MAINT	1,044	.00		28,256	13,084.00	46	61,733	48,649.00
90 02	ADOPT A MEDIAN PROGRAM	0	.00		0	.00		0	.00
90 03	FDOT MNT SIGNAL/HWY LIGHT	0	.00		0	.00		216,046	216,046.00
90 *	OTHER PHYSICAL ENVIRON	1,044	.00		28,256	13,084.00	46	277,779	264,695.00
343 **	PHYSICAL ENVIRONMENT	419,775	442,774.47	106	2,121,911	2,121,528.11	100	5,302,625	3,181,096.89
347	CULTURE/RECREATION								
39 10	PORCHER HOUSE - REVENUES	3,333	4,693.21	141	16,665	22,146.56	133	40,000	17,853.44

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
340	CHARGES FOR SERVICES								
347	CULTURE/RECREATION								
39 11	TENANT MAINTENANCE FEES	100	95.96	96	500	575.76	115	1,200	624.24
39 20	COCOA CIVIC CENTER	3,333	3,294.48	99	16,665	22,573.29	136	40,000	17,426.71
39 30	RIVERFRONT PARK	1,666	5,381.04	323	8,330	16,358.89	196	20,000	3,641.11
39 *	OTHER CULTURAL SERVICES	8,432	13,464.69	160	42,160	61,654.50	146	101,200	39,545.50
40 01	COCOA VILLAGE 10% GROSS	0	.00		0	.00		0	.00
40 05	SPECIAL EVENT PERMITS	1,250	.00		6,250	3,285.00	53	15,000	11,715.00
40 *	SPECIAL EVENTS	1,250	.00		6,250	3,285.00	53	15,000	11,715.00
50 10	EVENT FEES	605	.00		3,025	3,964.15	131	7,267	3,302.85
50 30	ADVERTISING/SPONSORSHIPS	538	150.00	28	2,690	5,850.00	218	6,458	608.00
50 *	SPECIAL REC FACILITIES	1,143	150.00	13	5,715	9,814.15	172	13,725	3,910.85
347 **	CULTURE/RECREATION	10,825	13,614.69	126	54,125	74,753.65	138	129,925	55,171.35
340 ***	CHARGES FOR SERVICES	985,382	1,019,482.03	104	4,949,946	4,970,805.66	100	12,089,954	7,119,148.34
350	FINES AND FORFEITURES								
351	JUDGMENTS AND FINES								
90 00	OTHER	1,744	2,436.33	140	8,720	7,102.49	82	20,930	13,827.51
351 **	JUDGMENTS AND FINES	1,744	2,436.33	140	8,720	7,102.49	82	20,930	13,827.51
350 ***	FINES AND FORFEITURES	1,744	2,436.33	140	8,720	7,102.49	82	20,930	13,827.51
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	7,083	7,376.05	104	35,415	36,914.65	104	85,000	48,085.35
10 02	INVESTMENT INTEREST	0	1,381.28		0	7,453.41		0	7,453.41-
10 *	INTEREST	7,083	8,757.33	124	35,415	44,368.06	125	85,000	40,631.94
20 00	DIVIDENDS	0	.00		0	.00		0	.00
38 00	NET INC/DEC FMV INVEST	0	.00		0	.00		0	.00
40 00	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	7,083	8,757.33	124	35,415	44,368.06	125	85,000	40,631.94
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	10,490	4,041.66	39	52,450	85,940.14	164	125,886	39,945.86

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
360		MISCELLANEOUS REVENUES								
362		RENT AND ROYALTIES								
362	**	RENT AND ROYALTIES	10,490	4,041.66	39	52,450	85,940.14	164	125,886	39,945.86
364		DISPOSITION FIXED ASSETS								
	00 00	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
	10 00	GAIN/(LOSS)	0	.00		0	4,298.75		0	4,298.75-
	20 00	INTERFUND LOANS	0	.00		0	.00		0	.00
364	**	DISPOSITION FIXED ASSETS	0	.00		0	4,298.75		0	4,298.75-
365		SALE SURPLUS MTRLS &SCRAP								
	00 00	SALE SURPLUS MTRLS &SCRAP	0	.00		0	5,623.36		0	5,623.36-
365	**	SALE SURPLUS MTRLS &SCRAP	0	.00		0	5,623.36		0	5,623.36-
366		CONTRIBUTIONS & DONATIONS								
	00 00	CONTRIBUTIONS & DONATIONS	20,271	.00		101,355	60,000.00	59	420,985	360,985.00
	10 10	CONTRIBS FOR K-9	0	.00		0	.00		0	.00
	10 14	REPLACEMENT TREES	0	.00		0	.00		0	.00
	10 20	TOY DRIVE	0	.00		0	.00		0	.00
	10 *	DONATIONS-PRIVATE SOURCES	0	.00		0	.00		0	.00
366	**	CONTRIBUTIONS & DONATIONS	20,271	.00		101,355	60,000.00	59	420,985	360,985.00
368		PENSION CONTRIBUTIONS								
	00 00	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
	21 00	POLICE STATE CONTRIBUTION	0	.00		0	.00		171,608	171,608.00
	22 00	FIRE STATE CONTRIBUTION	0	.00		0	.00		109,865	109,865.00
368	**	PENSION CONTRIBUTIONS	0	.00		0	.00		281,473	281,473.00
369		OTHER MISC REVENUES								
	90 00	OTHER MISC REVENUES	6,250	59,677.86	955	31,250	67,667.78	217	75,000	7,332.22
	90 02	POLICE SECURITY SERVICES	3,895	6,560.00	168	19,475	28,755.00	148	46,744	17,989.00
	90 03	CODE ENF ABATE/DEMO REV	6,250	1,212.19	19	31,250	127,195.03	407	75,000	52,195.03-
	90 04	MISC. POLICE REVENUES	83	989.55	1192	415	2,407.18	580	1,000	1,407.18-
	90 05	INVESTIGATIVE COSTS REIM	4,250	8,147.84	192	21,250	24,412.38	115	51,000	26,587.62
	90 07	FLORIDA HARDEST HIT	0	.00		0	.00		0	.00
	90 09	PROPERTY REGISTRATION	625	.00		3,125	3,500.00	112	7,500	4,000.00
	90 *	OTHER MISC REVENUES	21,353	76,587.44	359	106,765	253,937.37	238	256,244	2,306.63
	96 00	INSURANCE REFUND/PROCEEDS	0	14,096.00		0	42,998.37		0	42,998.37-
369	**	OTHER MISC REVENUES	21,353	90,683.44	425	106,765	296,935.74	278	256,244	40,691.74-

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
360		MISCELLANEOUS REVENUES								
369		OTHER MISC REVENUES								
360	***	MISCELLANEOUS REVENUES	59,197	103,482.43	175	295,985	497,166.05	168	1,169,588	672,421.95
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	03	CDBG (103)	0	.00		0	.00		0	.00
91	10	TRF FROM COCOA CRA (110)	21,438	12,500.00	58	107,190	62,500.00	58	257,258	194,758.00
91	11	TRF FROM DIAMOND SQ (111)	0	.00		0	.00		0	.00
91	12	US1 CORRIDOR (112)	0	.00		0	.00		0	.00
91	21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91	23	STORMWATER (423)	0	.00		0	.00		0	.00
91	25	RESTRICTED ASSETS (425)	0	.00		0	.00		0	.00
91	30	CAP PROJECT FUND (301)	0	.00		0	.00		0	.00
91	41	TRF FROM CONFISCATED(141)	0	.00		0	.00		0	.00
91	*	TRANSFER FROM	21,438	12,500.00	58	107,190	62,500.00	58	257,258	194,758.00
381	**	INTERFUND TRANSFER	21,438	12,500.00	58	107,190	62,500.00	58	257,258	194,758.00
382		CONTRIBUTIONS ENTERPRISE								
40	00	CONTRIBUTIONS	574,918	574,919.00	100	2,874,590	2,874,595.00	100	6,899,025	4,024,430.00
40	01	6% PILOFF	109,162	109,162.00	100	545,810	545,810.00	100	1,309,948	764,138.00
40	*	CONTRIBUTIONS	684,080	684,081.00	100	3,420,400	3,420,405.00	100	8,208,973	4,788,568.00
382	**	CONTRIBUTIONS ENTERPRISE	684,080	684,081.00	100	3,420,400	3,420,405.00	100	8,208,973	4,788,568.00
383		INSTLMT PURCH/CAP LEASE								
10	00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
384		DEBT PROCEEDS								
00	00	DEBT PROCEEDS	0	.00		0	.00		0	.00
384	**	DEBT PROCEEDS	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
90	00	NON OPERATING SOURCES	0	.00		0	.00		0	.00
99	10	CASH CARRY FORWARD	528	.00		2,640	.00		6,339	6,339.00
99	11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99	50	FUND BAL-APPROP. RESERVES	182,204	.00		884,359	.00		2,159,792	2,159,792.00
99	*	BALANCE FORWARD	182,732	.00		886,999	.00		2,166,131	2,166,131.00
389	**	NON OPERATING SOURCES	182,732	.00		886,999	.00		2,166,131	2,166,131.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380		OTHER SOURCES(NON-REV)								
389		NON OPERATING SOURCES								
380	***	OTHER SOURCES(NON-REV)	888,250	696,581.00	78	4,414,589	3,482,905.00	79	10,632,362	7,149,457.00
FUND TOTAL GENERAL FUND			3,089,282	2,712,314.53	88	19,463,484	19,867,064.24	102	40,433,506	20,566,441.76

REPORT SELECTIONS

Fiscal year . . . . . : 2020
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	2648	2550.00	96	13240	12750.00	96	.00	31777	19027.00	40
11 **	EXECUTIVE SALARIES	2648	2550.00	96	13240	12750.00	96	.00	31777	19027.00	40
12-00	REGULAR SALARIES & WAGES	1079908	880120.71	82	5399540	4613037.00	85	.00	12959010	8345973.00	36
12-06	SALARIES/CONTRACTUAL	2083	1102.50	53	10415	5740.00	55	.00	25000	19260.00	23
12-07	EMS 1ST RESPONDER	0	.00	0	0	.00	0	.00	0	.00	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	2874	6185.59	215	14370	90077.97	627	.00	34507	55570.97-	261
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	1084865	887408.80	82	5424325	4708854.97	87	.00	13018517	8309662.03	36
13-00	OTHER SALARIES & WAGES	68721	59878.80	87	343605	285358.25	83	.00	824717	539358.75	35
13 **	OTHER SALARIES & WAGES	68721	59878.80	87	343605	285358.25	83	.00	824717	539358.75	35
14-00	OVERTIME	31639	37874.68	120	156527	181898.79	116	.00	378072	196173.21	48
14-01	COMP TIME	583	.00	0	2915	.00	0	.00	7000	7000.00	0
14 **	OVERTIME	32222	37874.68	118	159442	181898.79	114	.00	385072	203173.21	47
15-00	SPECIAL PAY	28149	30562.14	109	140745	150246.05	107	.00	337800	187553.95	45
15 **	SPECIAL PAY	28149	30562.14	109	140745	150246.05	107	.00	337800	187553.95	45
20-00	CLOTHING/SHOE ALLOWANCE	1826	.00	0	9130	7482.50	82	.00	21940	14457.50	34
20 **	CLOTHING/SHOE ALLOWANCE	1826	.00	0	9130	7482.50	82	.00	21940	14457.50	34
21-00	FICA TAXES	90247	75898.11	84	451235	395817.86	88	.00	1083089	687271.14	37
21 **	FICA TAXES	90247	75898.11	84	451235	395817.86	88	.00	1083089	687271.14	37
22-00	RETIREMENT CONTRIBUTIONS	85170	56698.58	67	425850	297010.25	70	.00	1022127	725116.75	29
22-01	FIREFIGHTERS	201650	175862.85	87	1008250	915075.67	91	.00	2419822	1504746.33	38
22-02	STATE CONTRIBUTIONS	19177	.00	0	147205	.00	0	.00	281473	281473.00	0
22-03	ICMA - CITY MANAGER	1234	1068.68	87	6170	3994.52	65	.00	14814	10819.48	27
22 **	RETIREMENT CONTRIBUTIONS	307231	233630.11	76	1587475	1216080.44	77	.00	3738236	2522155.56	33

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	LIFE/HEALTH INSURANCE	12813	23825.15	186	211335	132872.59	63	.00	301161	168288.41	44
23-02	LIFE/HEALTH GF RETIREES	49090	3298.88	7	98180	156939.78	160	1301.40	441812	283570.82	36
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL/RX SELF INSURED	319585	255414.51	80	1597925	1186628.38	74	.00	3835173	2648544.62	31
23 **	LIFE/HEALTH INSURANCE	381488	282538.54	74	1907440	1476440.75	77	1301.40	4578146	3100403.85	32
24-00	WORKER'S COMPENSATION	57050	49843.05	87	285250	259347.32	91	.00	684723	425375.68	38
24 **	WORKER'S COMPENSATION	57050	49843.05	87	285250	259347.32	91	.00	684723	425375.68	38
25-00	UNEMPLOYMENT COMPENSATION	416	275.00	66	2080	275.00	13	.00	5000	4725.00	6
25 **	UNEMPLOYMENT COMPENSATION	416	275.00	66	2080	275.00	13	.00	5000	4725.00	6
27-00	BENEFIT OFFSET	21223	19745.00	93	106115	90582.50	85	.00	254680	164097.50	36
27 **	BENEFIT OFFSET	21223	19745.00	93	106115	90582.50	85	.00	254680	164097.50	36
31-00	PROFESSIONAL SERVICES	66820	7066.62	11	314018	117060.09	37	114679.19	781806	550066.72	30
31-01	LEGAL EXPENSES	38414	27528.01	72	192070	134200.25	70	286412.75	460973	40360.00	91
31-02	MEDICAL SERVICES	3812	192.50	5	19060	23563.99	124	17866.03	45755	4324.98	91
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1125	.00	0	5625	13500.00	240	.00	13500	.00	100
31-06	EDA-04-69-07348 GRANT	5364	.00	0	21456	.00	0	59000.00	59000	.00	100
31-33	EMPLOYEE HEALTH CENTER	15710	12496.03	80	78550	62389.01	79	126138.49	188528	.50	100
31 **	PROFESSIONAL SERVICES	131245	47283.16	36	630779	350713.34	56	604096.46	1549562	594752.20	62
32-00	ACCOUNTING & AUDITING	7777	.00	0	25553	12500.00	49	60000.00	80000	7500.00	91
32 **	ACCOUNTING & AUDITING	7777	.00	0	25553	12500.00	49	60000.00	80000	7500.00	91
34-00	CONTRACT SERVICES	85894	55959.43	65	411556	387383.24	94	487645.47	1012877	137848.29	86
34-02	FDEP-RESILIENCY4190120	0	.00	0	0	.00	0	.00	0	.00	0
34-03	CUSTOMER SERVICE CONTRACT	158333	165218.98	104	791665	656923.41	83	.00	1900000	1243076.59	35
34-07	JANITORIAL CONTRACT SVS	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
34-09	MOWING CONTRACTS	13294	11365.00	86	61338	53645.00	88	82735.00	154397	18017.00	88
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	257521	232543.41	90	1264559	1097951.65	87	570380.47	3067274	1398941.88	54
39-00	CONTINGENCY	7567	.00	0	68254	.00	0	.00	121221	121221.00	0
39-01	EMS RESTRICTED	0	.00	0	0	.00	0	.00	0	.00	0
39-10	RESERVE CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	4447	.00	0	13341	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	12014	.00	0	81595	.00	0	.00	121221	121221.00	0
40-00	TRAVEL & PER DIEM	6388	4723.11	74	31964	17486.48	55	.00	76776	59289.52	23
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	6388	4723.11	74	31964	17486.48	55	.00	76776	59289.52	23
41-00	COMMUNICATION	14432	12310.65	85	71891	58514.65	81	85531.46	172941	28894.89	83
41 **	COMMUNICATION	14432	12310.65	85	71891	58514.65	81	85531.46	172941	28894.89	83
42-00	POSTAGE & FREIGHT	35318	34314.01	97	179827	135064.32	75	263184.33	430565	32316.35	93
42 **	POSTAGE & FREIGHT	35318	34314.01	97	179827	135064.32	75	263184.33	430565	32316.35	93
43-00	ELECTRIC/WATER/SEWER	60056	47555.18	79	300280	203660.69	68	456563.28	720704	60480.03	92
43 **	ELECTRIC/WATER/SEWER	60056	47555.18	79	300280	203660.69	68	456563.28	720704	60480.03	92
44-00	RENTALS AND LEASES	11572	6862.47	59	57860	76204.01	132	33045.79	138911	29661.20	79
44 **	RENTALS AND LEASES	11572	6862.47	59	57860	76204.01	132	33045.79	138911	29661.20	79
45-00	INSURANCE	40990	85.90-	0	204950	247711.01	121	.00	491918	244206.99	50
45 **	INSURANCE	40990	85.90-	0	204950	247711.01	121	.00	491918	244206.99	50
46-00	REPAIRS & MAINTENANCE	145753	52583.61	36	757539	479970.97	63	694100.94	1777893	603821.09	66
46-02	REPAIR/MAINT BUILDING	22037	11281.89	51	110185	41583.56	38	47374.33	264450	175492.11	34
46-03	REPAIR/MAINT-VEHICLES	20997	22996.14	110	105105	91276.59	87	5126.50	252153	155749.91	38

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	MONTH-TO-DATE BUDGET	MONTH-TO-DATE ACTUAL	%EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-05	HYDRANT FEES	17739	18330.12	103	88695	91650.60	103	.00	212871	121220.40	43
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	206526	105191.76	51	1061524	704481.72	66	746601.77	2507367	1056283.51	58
47-00	PRINTING & BINDING	12213	8067.03	66	72064	43980.63	61	98345.81	168275	25948.56	85
47 **	PRINTING & BINDING	12213	8067.03	66	72064	43980.63	61	98345.81	168275	25948.56	85
48-00	PROMOTIONAL ACTIVITIES	3229	76.19	2	21045	16915.32	80	.00	43675	26759.68	39
48-11	BUSINESS ASSIST. PROGRAM	1666	.00	0	8330	.00	0	.00	20000	20000.00	0
48 **	PROMOTIONAL ACTIVITIES	4895	76.19	2	29375	16915.32	58	.00	63675	46759.68	27
49-00	OTHER CHARGES & OBLIG.	24394	2797.09	12	112385	114141.45	102	131118.27	283207	37947.28	87
49-02	ADVERTISING	236	177.91	75	1180	177.91	15	142.00	2850	2530.09	11
49-05	BROWNFIELDS REDEV PROG	0	.00	0	0	.00	0	.00	0	.00	0
49-06	BROWNFIELD PROG CITY COST	1250	.00	0	6250	5439.35	87	9857.66	15000	297.01-	102
49-07	BAD DEBT EXPENSE	0	2473.92-	0	0	17680.62-	0	.00	0	17680.62	0
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-21	PD INVESTIGATIVE FUNDS	1666	10000.00	600	8330	10000.00	120	.00	20000	10000.00	50
49 **	OTHER CHARGES & OBLIG.	27546	10501.08	38	128145	112078.09	88	141117.93	321057	67860.98	79
51-00	OFFICE SUPPLIES	3935	3871.02	98	19774	11823.10	60	138.00	47408	35446.90	25
51 **	OFFICE SUPPLIES	3935	3871.02	98	19774	11823.10	60	138.00	47408	35446.90	25
52-00	OPERATING SUPPLIES	59408	53291.18	90	297981	379485.63	127	133931.96	713943	200525.41	72
52-02	UNIFORMS	1988	.00	0	9440	1475.30	16	20554.47	23365	1335.23	94
52-05	EMS 1st RESP-CONSUM SUPP	3137	2479.07	79	15954	10685.34	67	13097.72	37920	14136.94	63
52-07	JANITORIAL SUPPLIES	2396	2129.99	89	11980	9581.87	80	.00	28771	19189.13	33
52-10	HEATING FUEL	251	208.81	83	1255	1024.84	82	1987.16	3012	.00	100

FUND 001 GENERAL FUND ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
52-11	JAG GRANT	1958	4606.08	235	9450	23152.08	245	.00	23153	.92	100
52-12	BULLETPROOF VEST GRANT	2415	3452.24	143	8997	3452.24	38	22443.76	25896	.00	100
52-13	VOCA GRANT	325	2164.07	666	650	2164.07	333	.00	2926	761.93	74
52-30	FUEL, OIL, & LUBRICANTS	20912	51697.36	247	104560	68600.36	66	.00	251034	182433.64	27
52-33	EMPLOYEE HEALTH CENTER	7980	6216.78	78	39900	26428.35	66	69331.65	95760	.00	100
52 **	OPERATING SUPPLIES	100770	126245.58	125	500167	526050.08	105	261346.72	1205780	418383.20	65
53-00	ROAD MATERIALS/SUPPLIES	1250	2254.46	180	6250	8465.69	136	2434.31	15000	4100.00	73
53 **	ROAD MATERIALS/SUPPLIES	1250	2254.46	180	6250	8465.69	136	2434.31	15000	4100.00	73
54-00	MEMBERSHIP/PUBLICATIONS	3615	2777.09	77	17967	23440.78	131	.00	43405	19964.22	54
54 **	MEMBERSHIP/PUBLICATIONS	3615	2777.09	77	17967	23440.78	131	.00	43405	19964.22	54
55-00	TRAINING	10235	9170.39	90	52831	26661.15	51	155.00	124589	97772.85	22
55-01	EDA PROGRAM	833	.00	0	4165	234.00	6	.00	10000	9766.00	2
55 **	TRAINING	11068	9170.39	83	56996	26895.15	47	155.00	134589	107538.85	20
56-15	IT-RELATED OPERATING EXP	22591	7310.66	32	123799	86373.40	70	46487.07	282029	149168.53	47
56-16	EMS DATA COLLECTION-BEMO	1155	.00	0	5775	.00	0	13865.00	13865	.00	100
56 **	TECHNOLOGY SYSTEMS	23746	7310.66	31	129574	86373.40	67	60352.07	295894	149168.53	50
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0
58-98	EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
58-99	OTHER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
58 **	WORK ORDER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0

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
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	5182	.00	0	25728	2000.00	8	.00	62000	60000.00	3
63 **	INFRASTRUCTURE	5182	.00	0	25728	2000.00	8	.00	62000	60000.00	3
64-00	MACHINERY AND EQUIPMENT	53726	44755.00	83	245315	158797.63	65	288905.17	621440	173737.20	72
64-01	BC EMS GRANT 2020 AWARD	2068	.00	0	2068	.00	0	.00	16541	16541.00	0
64-15	IT HARDWARE	11334	.00	0	54179	27401.10	51	.00	133529	106127.90	21
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	67128	44755.00	67	301562	186198.73	62	288905.17	771510	296406.10	62
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	90424	.00	0	452120	1085094.00	240	.00	1085094	.00	100
81 **	AIDS TO GOVT AGENCY	90424	.00	0	452120	1085094.00	240	.00	1085094	.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	7975	.00	0	39875	.00	0	.00	95700	95700.00	0
83 **	OTHER GRANTS AND AIDS	7975	.00	0	39875	.00	0	.00	95700	95700.00	0
91-03	CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-04	BC HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-08	SEC 108 LOAN GUARANTEE	1994	.00	0	5982	.00	0	.00	19937	19937.00	0
91-10	CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	DIAMOND SQUARE (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	US 1 CORRIDOR (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TRANSFER TO DEBT SVC 201	2743	2743.00	100	143713	148750.00	104	.00	1783246	1634496.00	8
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-32	CP 302 RVRFRNT/LEEWNR PK	0	.00	0	0	.00	0	.00	0	.00	0
91-33	CP 303 FISKE BV CMPLT STR	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	4737	2743.00	58	149695	148750.00	99	.00	1803183	1654433.00	8
FUND 001	TOTAL *********										
	GENERAL FUND	3224409	2388673.58	74	16270156	13967487.27	86	3673499.97	40433506	22792518.76	44
GRAND	TOTAL *********										
		3224409	2388673.58	74	16270156	13967487.27	86	3673499.97	40433506	22792518.76	44

FY 2020 Budget by Classification Report - Summary Listing

2/29/2020

Target for February 2020 is 42%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
IMPACT FEES	$ 2,264,715		$ 1,791,650	$ 473,065	79%
CHARGES FOR SERVICES	$ 63,076,683		$ 26,719,871	$ 36,356,812	42%
MISCELLANEOUS	$ 146,300		$ 14,783	$ 131,517	10%
OTHER SOURCES (NON-REVENUE)	$ 1,529,480		$ 643,921	$ 885,559	42%
REVENUE TOTALS	**$ 67,017,178**	-	**$ 29,170,225**	**$ 37,846,953**	**44%**
EXPENSE					
SALARIES AND BENEFITS	$ 16,205,101	$ -	$ 5,632,010	$ 10,573,091	35%
OPERATING EXPENDITURES	$ 27,270,108	$ 7,292,837	$ 8,060,954	$ 11,916,317	56%
CAPITAL OUTLAY	$ 5,569,846	$ 1,657,675	$ 769,508	$ 3,142,663	44%
GRANTS, AIDS AND OTHER	$ 17,972,123	$ -	$ 7,041,351	$ 10,930,772	39%
EXPENSE TOTALS	**$ 67,017,178**	**$ 8,950,512**	**$ 21,503,823**	**$ 36,562,843**	45%
REVENUE TOTALS	**$ 67,017,178**	**$ -**	**$ 29,170,225**	**$ 37,846,953**	**44%**
EXPENSE TOTALS	**$ 67,017,178**	**$ 8,950,512**	**$ 21,503,823**	**$ 36,562,843**	**45%**
	$ -	**$ (8,950,512)**	**$ 7,666,402**	**$ 1,284,110**	

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER ENTERPRISE

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 10	WATER - RESIDENTIAL	87,175	231,400.00	265	435,875	1,667,275.00	383	1,046,102	621,173.00-
03 11	WATER - COMMERCIAL	90,733	10,500.00	12	453,665	10,500.00	2	1,088,801	1,078,301.00
03 20	SEWER - RESIDENTIAL	973	50,750.00	5216	4,865	108,250.00	2225	11,684	96,566.00-
03 21	SEWER - COMMERCIAL	9,844	2,500.00	25	49,220	5,625.00	11	118,128	112,503.00
03 *	IMPACT FEES	188,725	295,150.00	156	943,625	1,791,650.00	190	2,264,715	473,065.00
324 **	IMPACT FEES	188,725	295,150.00	156	943,625	1,791,650.00	190	2,264,715	473,065.00
320 ***	OTHER PERMITS & FEES	188,725	295,150.00	156	943,625	1,791,650.00	190	2,264,715	473,065.00
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
50 01	FEMA DISASTER RELIEF	0	12,922.38		0	12,922.38		0	12,922.38-
331 **	FEDERAL GRANTS	0	12,922.38		0	12,922.38		0	12,922.38-
334	STATE GRANT								
50 01	STATE DISASTER REIMBURSE	0	.00		0	.00		0	.00
334 **	STATE GRANT	0	.00		0	.00		0	.00
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	12,922.38		0	12,922.38		0	12,922.38-
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
30 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
31 00	WATER SALES	4,484,834	4,365,554.09	97	22,424,170	22,298,468.01	99	53,818,010	31,519,541.99
33 00	WATER CONNECTION FEE	20,000	62,391.02	312	100,000	261,036.79	261	240,000	21,036.79-
33 02	WATER CONNECT - GRISSOM	0	.00		0	.00		0	.00
33 *	WATER CONNECTION FEE	20,000	62,391.02	312	100,000	261,036.79	261	240,000	21,036.79-
36 00	WATER HYDRANT FEES	237,354	291,323.37	123	1,186,770	1,455,001.90	123	2,848,254	1,393,252.10
39 00	WATER OTHER INCOME	0	.00		0	.00		0	.00
39 06	HYDRANT RESID FLOW TEST	133	900.00	677	665	4,800.00	722	1,600	3,200.00-
39 07	BACKFLOW DEVICE TEST	12,083	16,895.72	140	60,415	83,251.75	138	145,000	61,748.25
39 08	JUMPER METERS	58	100.00	172	290	600.00	207	700	100.00
39 09	PLAN REVIEW/CONST INSPECT	1,000	3,000.00	300	5,000	9,500.00	190	12,000	2,500.00
39 10	BACKFLOW PRV/RLCT TEMP	41	255.42	623	205	627.10	306	500	127.10-
39 *	WATER OTHER INCOME	13,315	21,151.14	159	66,575	98,778.85	148	159,800	61,021.15

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
51 00	SEWER SALES	468,746	475,819.76	102	2,343,730	2,442,145.66	104	5,624,961	3,182,815.34
51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
51 *	SEWER SALES	468,746	475,819.76	102	2,343,730	2,442,145.66	104	5,624,961	3,182,815.34
59 01	GREASE TRAP PERMITS	516	717.24	139	2,580	3,522.65	137	6,200	2,677.35
60 00	REUSE WATER SALES	31,038	28,620.57	92	155,190	156,892.29	101	372,458	215,565.71
60 01	REUSE WATER INSTALLATION	583	3,210.49	551	2,915	4,025.03	138	7,000	2,974.97
60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
60 *	REUSE WATER SALES	31,621	31,831.06	101	158,105	160,917.32	102	379,458	218,540.68
90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343 **	PHYSICAL ENVIRONMENT	5,256,386	5,248,787.68	100	26,281,930	26,719,871.18	102	63,076,683	36,356,811.82
340 ***	CHARGES FOR SERVICES	5,256,386	5,248,787.68	100	26,281,930	26,719,871.18	102	63,076,683	36,356,811.82
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	6,666	6,298.13	95	33,330	21,615.83	65	80,000	58,384.17
10 02	INVESTMENT INTEREST	0	165.26		0	41,254.93-		0	41,254.93
10 10	SBA	0	.00		0	.00		0	.00
10 *	INTEREST	6,666	6,463.39	97	33,330	19,639.10-	59	80,000	99,639.10
20 00	DIVIDENDS	0	.00		0	.00		0	.00
38 00	NET INC/DEC FMV INVEST	0	.00		0	.00		0	.00
40 00	GAIN/(LOSS) SALE INVEST	0	.00		0	731.19		0	731.19-
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	520.72-		0	520.72
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	210.47		0	210.47-
361 **	INTEREST & OTHER EARNINGS	6,666	6,463.39	97	33,330	19,428.63-	58	80,000	99,428.63
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	108	.00		540	1,300.00	241	1,300	.00
362 **	RENT AND ROYALTIES	108	.00		540	1,300.00	241	1,300	.00
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	1,250	.00		6,250	.00		15,000	15,000.00
10 00	GAIN/(LOSS)	0	.00		0	13,029.39		0	13,029.39-
364 **	DISPOSITION FIXED ASSETS	1,250	.00		6,250	13,029.39	209	15,000	1,970.61

FUND 421 WATER/SEWER ENTERPRISE

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								
364	DISPOSITION FIXED ASSETS								
365	SALE SURPLUS MTRLS &SCRAP								
00 00	SALE SURPLUS MTRLS &SCRAP	833	78.12	9	4,165	2,233.71	54	10,000	7,766.29
365 **	SALE SURPLUS MTRLS &SCRAP	833	78.12	9	4,165	2,233.71	54	10,000	7,766.29
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	3,333	.69		16,665	838.32	5	40,000	39,161.68
90 06	SETTLEMENTS	0	.00		0	3,887.59		0	3,887.59-
90 *	OTHER MISC REVENUES	3,333	.69		16,665	4,725.91	28	40,000	35,274.09
96 00	INSURANCE REFUND/PROCEEDS	0	.00		0	.00		0	.00
369 **	OTHER MISC REVENUES	3,333	.69		16,665	4,725.91	28	40,000	35,274.09
360 ***	MISCELLANEOUS REVENUES	12,190	6,542.20	54	60,950	1,860.38	3	146,300	144,439.62
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91 25	RESTRICTED ASSETS (425)	0	.00		0	.00		0	.00
91 26	WS CPTL PROJ 2018B (426)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
383	INSTLMT PURCH/CAP LEASE								
10 00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
81 00	CONTRIBUTION LIFT STATION	0	52,050.00		0	122,375.00		0	122,375.00-
82 00	CONTRIBUTION S MAINLAND	0	887.98		0	265,187.13		0	265,187.13-
83 00	CONTRIBUTION VIERA	0	59,232.75		0	256,359.34		0	256,359.34-
83 01	THE VIERA COMPANY	0	.00		0	.00		0	.00
83 *	CONTRIBUTION VIERA	0	59,232.75		0	256,359.34		0	256,359.34-
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	149,942	.00		479,887	.00		1,529,480	1,529,480.00
99 *	BALANCE FORWARD	149,942	.00		479,887	.00		1,529,480	1,529,480.00

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ********** ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ******** ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380		OTHER SOURCES(NON-REV)								
389		NON OPERATING SOURCES								
389	**	NON OPERATING SOURCES	149,942	112,170.73	75	479,887	643,921.47	134	1,529,480	885,558.53
380	***	OTHER SOURCES(NON-REV)	149,942	112,170.73	75	479,887	643,921.47	134	1,529,480	885,558.53
FUND TOTAL		WATER/SEWER ENTERPRISE	5,607,243	5,675,572.99	101	27,766,392	29,170,225.41	105	67,017,178	37,846,952.59

REPORT SELECTIONS

Fiscal year . . . . . : 2020
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 421 WATER/SEWER ENTERPRISE

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	773200	566732.28	73	3866000	2920892.66	76	.00	9278436	6357543.34	32
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	1267	.00	0	6335	46192.69	729	.00	15208	30984.69-	304
12 **	REGULAR SALARIES & WAGES	774467	566732.28	73	3872335	2967085.35	77	.00	9293644	6326558.65	32
13-00	OTHER SALARIES & WAGES	43826	49949.14	114	219130	287735.35	131	.00	525937	238201.65	55
13 **	OTHER SALARIES & WAGES	43826	49949.14	114	219130	287735.35	131	.00	525937	238201.65	55
14-00	OVERTIME	43446	43157.50	99	217230	255127.98	117	.00	521393	266265.02	49
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	43446	43157.50	99	217230	255127.98	117	.00	521393	266265.02	49
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	1616	240.00	15	8080	17775.00	220	.00	19420	1645.00	92
20 **	CLOTHING/SHOE ALLOWANCE	1616	240.00	15	8080	17775.00	220	.00	19420	1645.00	92
21-00	FICA TAXES	64428	49413.82	77	322140	263352.51	82	.00	773178	509825.49	34
21 **	FICA TAXES	64428	49413.82	77	322140	263352.51	82	.00	773178	509825.49	34
22-00	RETIREMENT CONTRIBUTIONS	95194	61963.72	65	475970	670051.68	141	.00	1142362	472310.32	59
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	95194	61963.72	65	475970	670051.68	141	.00	1142362	472310.32	59
23-00	LIFE/HEALTH INSURANCE	19029	16950.78	89	95145	85797.20	90	.00	228372	142574.80	38
23-02	LIFE/HEALTH RETIREES	14932	1332.24	9	74660	57032.20	76	.00	179186	122153.80	32
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL/RX SELF INSURED	236006	162423.28	69	1180030	778761.30	66	.00	2832109	2053347.70	28
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	269967	180706.30	67	1349835	921590.70	68	.00	3239667	2318076.30	28
24-00	WORKER'S COMPENSATION	44039	37112.23	84	220195	196116.02	89	.00	528500	332383.98	37

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
24 **	WORKER'S COMPENSATION	44039	37112.23	84	220195	196116.02	89	.00	528500	332383.98	37
25-00	UNEMPLOYMENT COMPENSATION	416	.00	0	2080	.00	0	.00	5000	5000.00	0
25 **	UNEMPLOYMENT COMPENSATION	416	.00	0	2080	.00	0	.00	5000	5000.00	0
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	12825	10625.00	83	64125	52300.00	82	.00	153900	101600.00	34
27 **	BENEFIT OFFSET	12825	10625.00	83	64125	52300.00	82	.00	153900	101600.00	34
31-00	PROFESSIONAL SERVICES	60475	8948.50	15	194781	37967.80	20	155101.52	618130	425060.68	31
31-01	LEGAL EXPENSES	6666	448.80	7	33330	1439.90	4	23560.10	80000	55000.00	31
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	92786	12629.25	14	236414	31062.43	13	162820.17	885927	692044.40	22
31-33	EMPLOYEE HEALTH CENTER	11300	8988.37	80	56500	44876.33	79	90731.17	135608	.50	100
31 **	PROFESSIONAL SERVICES	171227	31014.92	18	521025	115346.46	22	432212.96	1719665	1172105.58	32
32-00	ACCOUNTING & AUDITING	1111-	.00	0	7777	7500.00	96	.00	0	7500.00-	0
32 **	ACCOUNTING & AUDITING	1111-	.00	0	7777	7500.00	96	.00	0	7500.00-	0
34-00	CONTRACT SERVICES	101441	9231.44	9	590253	79162.45	13	155130.89	1300358	1066064.66	18
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	528666	528667.00	100	2643330	2643335.00	100	.00	6343999	3700664.00	42
34 **	CONTRACT SERVICES	630107	537898.44	85	3233583	2722497.45	84	155130.89	7644357	4766728.66	38
39-00	CONTINGENCY	50656	.00	0	417812	.00	0	.00	772411	772411.00	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	50656	.00	0	417812	.00	0	.00	772411	772411.00	0
40-00	TRAVEL AND PER DIEM	1926	36.00	2	9630	833.35	9	.00	23138	22304.65	4
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
40 **	TRAVEL AND PER DIEM	1926	36.00	2	9630	833.35	9	.00	23138	22304.65	4
41-00	COMMUNICATION	10949	10938.70	100	54745	50068.74	92	77523.18	131409	3817.08	97
41 **	COMMUNICATION	10949	10938.70	100	54745	50068.74	92	77523.18	131409	3817.08	97
42-00	FREIGHT & POSTAGE SERVICE	2024	179.49	9	9614	4813.87	50	575.00	23820	18431.13	23
42 **	FREIGHT & POSTAGE SERVICE	2024	179.49	9	9614	4813.87	50	575.00	23820	18431.13	23
43-00	ELECTRIC/WATER/SEWER	202256	121051.77	60	1011280	533922.00	53	1876209.66	2427087	16955.34	99
43 **	ELECTRIC/WATER/SEWER	202256	121051.77	60	1011280	533922.00	53	1876209.66	2427087	16955.34	99
44-00	RENTAL AND LEASES	3711	2664.54	72	18555	10162.31	55	4512.00	44550	29875.69	33
44 **	RENTAL AND LEASES	3711	2664.54	72	18555	10162.31	55	4512.00	44550	29875.69	33
45-00	INSURANCE	40543	.00	0	202715	247714.23	122	.00	486534	238819.77	51
45 **	INSURANCE	40543	.00	0	202715	247714.23	122	.00	486534	238819.77	51
46-00	REPAIRS & MAINTENANCE	620467	469926.00	76	3193887	2199587.20	69	1677327.62	7537202	3660287.18	51
46-02	REPAIR/MAINT BUILDING	27435	9767.83	36	137175	49089.50	36	7784.00	329233	272359.50	17
46-03	REPAIR/MAINT-VEHICLES	16991	7510.17	44	84955	41978.12	49	1157.52	203935	160799.36	21
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	664893	487204.00	73	3416017	2290654.82	67	1686269.14	8070370	4093446.04	49
47-00	PRINTING & BINDING	603	.00	0	3015	65.25	2	108.00	7280	7106.75	2
47 **	PRINTING & BINDING	603	.00	0	3015	65.25	2	108.00	7280	7106.75	2
48-00	PROMOTIONAL ACTIVITIES	1666	450.00	27	8330	1605.55	19	.00	20000	18394.45	8
48 **	PROMOTIONAL ACTIVITIES	1666	450.00	27	8330	1605.55	19	.00	20000	18394.45	8
49-00	OTHER CHARGES & OBLIG.	3143	1084.71	35	15715	14327.88	91	.00	37736	23408.12	38
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	3694.27-	0	0	26151.46-	0	.00	0	26151.46	0
49-08	CASH OVER & UNDER	0	33.11-	0	0	62.74-	0	.00	0	62.74	0
49-09	DOCUMENT RECORDING CHGS	0	789.00-	0	0	3474.60-	0	.00	0	3474.60	0

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	3143	3431.67-	109-	15715	15360.92-	98-	.00	37736	53096.92	41-
51-00	OFFICE SUPPLIES	2224	1053.22	47	11120	4148.29	37	.00	26720	22571.71	16
51 **	OFFICE SUPPLIES	2224	1053.22	47	11120	4148.29	37	.00	26720	22571.71	16
52-00	OPERATING SUPPLIES	54079	44114.92	82	310167	381210.23	123	129586.66	688753	177956.11	74
52-07	JANITORIAL SUPPLIES	852	859.25	101	4260	2648.95	62	.00	10240	7591.05	26
52-09	CHEMICALS	353351	263702.60	75	1766755	1375994.33	78	2728121.76	4240227	136110.91	97
52-30	FUEL OIL & LUBRICANTS	30410	58017.20	191	152050	94611.50	62	68606.73	364963	201744.77	45
52-33	EMPLOYEE HEALTH CENTER	5740	4471.67	78	28700	19009.69	66	49870.31	68880	.00	100
52 **	OPERATING SUPPLIES	444432	371165.64	84	2261932	1873474.70	83	2976185.46	5373063	523402.84	90
53-00	ROAD MATERIALS/SUPPLIES	3748	3207.40	86	18740	3207.40	17	35000.00	45000	6792.60	85
53 **	ROAD MATERIALS/SUPPLIES	3748	3207.40	86	18740	3207.40	17	35000.00	45000	6792.60	85
54-00	MEMBERSHIP/PUBLICATIONS	3189	.00	0	15945	32464.00	204	.00	38304	5840.00	85
54 **	MEMBERSHIP/PUBLICATIONS	3189	.00	0	15945	32464.00	204	.00	38304	5840.00	85
55-00	TRAINING	12306	4284.00	35	61530	11884.66	19	14937.00	147700	120878.34	18
55-01	EDA PROGRAM	625	.00	0	3125	.00	0	.00	7500	7500.00	0
55 **	TRAINING	12931	4284.00	33	64655	11884.66	18	14937.00	155200	128378.34	17
56-15	IT-RELATED OPERATING EXP	23407	5898.18	25	59596	165951.44	279	34173.60	223464	23338.96	90
56 **	TECHNOLOGY SYSTEMS	23407	5898.18	25	59596	165951.44	279	34173.60	223464	23338.96	90
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	5909	.00	0	23636	.00	0	.00	65000	65000.00	0

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
62 **	BUILDINGS	5909	.00	0	23636	.00	0	.00	65000	65000.00	0
63-00	INFRASTRUCTURE	356806	.00	0	1535282	616313.60	40	945996.88	4032950	2470639.52	39
63 **	INFRASTRUCTURE	356806	.00	0	1535282	616313.60	40	945996.88	4032950	2470639.52	39
64-00	MACHINERY & EQUIPMENT	112487	24539.00	22	557123	118805.55	21	690131.00	1344533	535596.45	60
64-15	IT HARDWARE	1710	.00	0	11538	.00	0	.00	28000	28000.00	0
64 **	MACHINERY & EQUIPMENT	114197	24539.00	22	568661	118805.55	21	690131.00	1372533	563596.45	59
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	9033	.00	0	36132	34388.43	95	21547.45	99363	43427.12	56
68 **	INTANGIBLE ASSETS	9033	.00	0	36132	34388.43	95	21547.45	99363	43427.12	56
69-99	PROPRIETARY FUNDS ONLY	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SERVICE COST	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SERVICE COST	0	.00	0	0	.00	0	.00	0	.00	0
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	TRANSFER TO GEN FUND 001	574918	574919.00	100	2874590	2874595.00	100	.00	6899025	4024430.00	42
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	1426687	482136.52	34	2199290	3620945.92	165	.00	9761950	6141004.08	37
91-26	WS CPTL PROJ 2018B 426	0	.00	0	0	.00	0	.00	0	.00	0
91-27	TO TCR/SJR PROJECT 427	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91 **	INTERFUND TRANSFER	2001605	1057055.52	53	5073880	6495540.92	128	.00	16660975	10165434.08	39
95-01	6% ILO FRANCHISE FEE	109162	109162.00	100	545810	545810.00	100	.00	1309948	764138.00	42
95 **	NONOPERATING	109162	109162.00	100	545810	545810.00	100	.00	1309948	764138.00	42
FUND 421	TOTAL *********										
	WATER/SEWER ENTERPRISE	6219735	3764446.14	61	25897697	21503821.69	83	8950512.22	67017178	36562844.09	45
GRAND	TOTAL *********										
		6219735	3764446.14	61	25897697	21503821.69	83	8950512.22	67017178	36562844.09	45

FY 2020 Budget by Classification Report - Summary Listing

2/29/2020

Target for February 2020 is 42%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
*STORMWATER ASSESSMENT	$ 1,747,692		$ 1,370,322	$ 377,370	78%
MISCELLANEOUS	$ -		$ (2,603)	$ 2,603	0%
OTHER SOURCES (NON-REVENUE)	$ 196,661		$ -	$ 196,661	0%
REVENUE TOTALS	**$ 1,944,353**	**$ -**	**$ 1,367,720**	**$ 576,634**	**70%**
EXPENSE					
SALARIES AND BENEFITS	$ 544,229	$ -	$ 199,733	$ 344,496	37%
OPERATING EXPENDITURES	$ 705,992	$ 186,847	$ 183,692	$ 335,453	52%
CAPITAL OUTLAY	$ 694,132	$ 11,620	$ 389,882	$ 292,630	58%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	
EXPENSE TOTALS	**$ 1,944,353**	**$ 198,467**	**$ 773,307**	**$ 972,579**	**50%**
REVENUE TOTALS	**$ 1,944,353**	**$ -**	**$ 1,367,720**	**$ 576,634**	**70%**
EXPENSE TOTALS	**$ 1,944,353**	**$ 198,467**	**$ 773,307**	**$ 972,579**	**50%**
	$ -	**$ (198,467)**	**$ 594,413**	**$ (395,945)**	

*Stormwater Assessment Revenues come in November-March

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
23 01	CHARGES FOR PUBLIC SVCS	145,641	81,350.84	56	728,205	1,370,231.79	188	1,747,692	377,460.21
23 02	DELINQUENT TAX	0	.00		0	.00		0	.00
23 03	PENALTIES	0	.00		0	90.68		0	90.68-
23 04	TAX CERTIFICATES	0	.00		0	.00		0	.00
23 *	STORMWATER	145,641	81,350.84	56	728,205	1,370,322.47	188	1,747,692	377,369.53
325 **	SPECIAL ASSESSMENT	145,641	81,350.84	56	728,205	1,370,322.47	188	1,747,692	377,369.53
320 ***	OTHER PERMITS & FEES	145,641	81,350.84	56	728,205	1,370,322.47	188	1,747,692	377,369.53
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
50 01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
338	SHARED REVENUE LOCAL UNIT								
10 02	CHURCH STREET BAFFLE BOX	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	366.61-		0	5,665.53-		0	5,665.53
91 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
91 *	STORMWATER FEES	0	366.61-		0	5,665.53-		0	5,665.53
343 **	PHYSICAL ENVIRONMENT	0	366.61-		0	5,665.53-		0	5,665.53
340 ***	CHARGES FOR SERVICES	0	366.61-		0	5,665.53-		0	5,665.53
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	543.99		0	2,210.78		0	2,210.78-
10 02	INVESTMENT INTEREST	0	5.60		0	31.01		0	31.01-
10 10	SBA	0	.00		0	.00		0	.00
10 *	INTEREST	0	549.59		0	2,241.79		0	2,241.79-
20 00	DIVIDENDS	0	.00		0	.00		0	.00
38 00	NET INC/DEC FMV INVEST	0	.00		0	.00		0	.00

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
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
40 00	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	0	549.59		0	2,241.79		0	2,241.79-
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	0	821.22		0	821.22		0	821.22-
369 **	OTHER MISC REVENUES	0	821.22		0	821.22		0	821.22-
360 ***	MISCELLANEOUS REVENUES	0	1,370.81		0	3,063.01		0	3,063.01-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91 21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
90 00	NON OPERATING SOURCES	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	17,878	.00		71,512	.00		196,661	196,661.00
99 *	BALANCE FORWARD	17,878	.00		71,512	.00		196,661	196,661.00
389 **	NON OPERATING SOURCES	17,878	.00		71,512	.00		196,661	196,661.00
380 ***	OTHER SOURCES(NON-REV)	17,878	.00		71,512	.00		196,661	196,661.00
FUND TOTAL	STORMWATER UTILITY	163,519	82,355.04	50	799,717	1,367,719.95	171	1,944,353	576,633.05

REPORT SELECTIONS

Fiscal year . . . . . : 2020
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	27651	21526.36	78	138255	124346.58	90	.00	331820	207473.42	38
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	873	.00	0	4365	.00	0	.00	10480	10480.00	0
12 **	REGULAR SALARIES & WAGES	28524	21526.36	76	142620	124346.58	87	.00	342300	217953.42	36
13-00	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
13 **	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
14-00	OVERTIME	269	226.71	84	1345	1758.66	131	.00	3235	1476.34	54
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	269	226.71	84	1345	1758.66	131	.00	3235	1476.34	54
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	50	.00	0	250	600.00	240	.00	600	.00	100
20 **	CLOTHING/SHOE ALLOWANCE	50	.00	0	250	600.00	240	.00	600	.00	100
21-00	FICA TAXES	2096	1634.36	78	10480	9545.94	91	.00	25158	15612.06	38
21 **	FICA TAXES	2096	1634.36	78	10480	9545.94	91	.00	25158	15612.06	38
22-00	RETIREMENT CONTRIBUTIONS	2364	1842.46	78	11820	10666.22	90	.00	28369	17702.78	38
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	2364	1842.46	78	11820	10666.22	90	.00	28369	17702.78	38
23-00	LIFE/HEALTH INSURANCE	572	467.66	82	2860	2703.16	95	.00	6871	4167.84	39
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL/RX SELF INSURED	7375	5597.37	76	36875	30307.82	82	.00	88507	58199.18	34
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	7947	6065.03	76	39735	33010.98	83	.00	95378	62367.02	35
24-00	WORKER'S COMPENSATION	3699	3273.90	89	18495	17904.37	97	.00	44389	26484.63	40
24 **	WORKER'S COMPENSATION	3699	3273.90	89	18495	17904.37	97	.00	44389	26484.63	40

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	400	400.00	100	2000	1900.00	95	.00	4800	2900.00	40
27 **	BENEFIT OFFSET	400	400.00	100	2000	1900.00	95	.00	4800	2900.00	40
31-00	PROFESSIONAL SERVICES	6488	.00	0	29035	5630.00	19	8500.00	74455	60325.00	19
31-01	LEGAL EXPENSES	41	.00	0	205	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	551	443.42	81	2755	2193.95	80	4421.05	6615	.00	100
31 **	PROFESSIONAL SERVICES	7080	443.42	6	31995	7823.95	25	12921.05	81570	60825.00	25
34-00	CONTRACT SERVICES	2178	12696.68	583	10050	48480.38	482	20323.73	25303	43501.11-	272
34-10	COST OF GENERAL FUND SVCS	14350	14350.00	100	71750	71750.00	100	.00	172205	100455.00	42
34 **	CONTRACT SERVICES	16528	27046.68	164	81800	120230.38	147	20323.73	197508	56953.89	71
39-00	CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	0	.00	0	0	.00	0	.00	0	.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	186	145.68	78	930	752.44	81	1479.56	2232	.00	100
41 **	COMMUNICATION	186	145.68	78	930	752.44	81	1479.56	2232	.00	100
42-00	POSTAGE & FREIGHT	41	6.95	17	205	38.95	19	.00	500	461.05	8
42 **	POSTAGE & FREIGHT	41	6.95	17	205	38.95	19	.00	500	461.05	8
43-00	ELECTRIC/WATER/SEWER	1233	882.07	72	6165	4019.03	65	10864.56	14800	83.59-	101
43 **	ELECTRIC/WATER/SEWER	1233	882.07	72	6165	4019.03	65	10864.56	14800	83.59-	101
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	819	.00	0	4095	5051.85	123	.00	9828	4776.15	51
45 **	INSURANCE	819	.00	0	4095	5051.85	123	.00	9828	4776.15	51

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-00	REPAIRS & MAINTENANCE	25413	3651.69	14	130746	14851.93	11	132805.04	308641	160984.03	48
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	2739	7545.78	276	13695	11248.77	82	3317.64	32870	18303.59	44
46-15	INSURED VEHICLE ACCIDENT	41	.00	0	205	.00	0	.00	500	500.00	0
46 **	REPAIRS & MAINTENANCE	28193	11197.47	40	144646	26100.70	18	136122.68	342011	179787.62	47
47-00	PRINTING & BINDING	83	.00	0	415	.00	0	.00	1000	1000.00	0
47 **	PRINTING & BINDING	83	.00	0	415	.00	0	.00	1000	1000.00	0
49-00	OTHER CHARGES & OBLIG.	318	.00	0	636	2878.46	453	100.00	2859	119.46-	104
49-07	BAD DEBT EXPENSE	0	185.42-	0	0	1079.47-	0	.00	0	1079.47	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	318	185.42-	58-	636	1798.99	283	100.00	2859	960.01	66
51-00	OFFICE SUPPLIES	41	.00	0	205	70.35	34	18.00	500	411.65	18
51 **	OFFICE SUPPLIES	41	.00	0	205	70.35	34	18.00	500	411.65	18
52-00	OPERATING SUPPLIES	1015	3974.04	392	5075	9512.01	187	991.39	12181	1677.60	86
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	2353	3537.48	150	11765	5942.58	51	1288.48	28243	21011.94	26
52-33	EMPLOYEE HEALTH CENTER	280	213.19	76	1400	922.41	66	2437.59	3360	.00	100
52 **	OPERATING SUPPLIES	3648	7724.71	212	18240	16377.00	90	4717.46	43784	22689.54	48
53-00	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
53 **	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
54-00	MEMBERSHIP/PUBLICATIONS	62	66.12	107	310	716.12	231	.00	750	33.88	96
54 **	MEMBERSHIP/PUBLICATIONS	62	66.12	107	310	716.12	231	.00	750	33.88	96
55-00	TRAINING	208	.00	0	1040	165.00	16	300.00	2500	2035.00	19
55 **	TRAINING	208	.00	0	1040	165.00	16	300.00	2500	2035.00	19
56-15	IT-RELATED OPERATING EXP	66	.00	0	330	546.83	166	.00	800	253.17	68

FUND 423 STORMWATER UTILITY ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
56 **	TECHNOLOGY SYSTEMS	66	.00	0	330	546.83	166	.00	800	253.17	68
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	36706	.00	0	167169	120000.00	72	11620.00	424100	292480.00	31
63 **	INFRASTRUCTURE	36706	.00	0	167169	120000.00	72	11620.00	424100	292480.00	31
64-00	MACHINERY & EQUIPMENT	22502	.00	0	112510	269882.00	240	.00	270032	150.00	100
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	22502	.00	0	112510	269882.00	240	.00	270032	150.00	100
69-99	PROPRIETARY FUND	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
91-01	TRANSFER TO GEN FUND 001	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
FUND 423	TOTAL ********* STORMWATER UTILITY	163508	82296.50	50	799661	773306.34	97	198467.04	1944353	972579.62	50
GRAND	TOTAL *********	163508	82296.50	50	799661	773306.34	97	198467.04	1944353	972579.62	50

FY 2020 Budget by Classification Report - Summary Listing

2/29/2020

Target for February 2020 is 42%

FUND 426 - WATER/SEWER CAPITAL PROJECTS 2018B

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
MISCELLANEOUS (INTEREST)	$ -	$ -	$ 181,019	$ (181,019)	100%
OTHER SOURCES (NON-REVENUE)	$ 41,527,660			$ 41,527,660	0%
REVENUE TOTALS	**$ 41,527,660**	**$ -**	**$ 181,019**	**$ 41,346,641**	**0%**
EXPENSE					
OPERATING EXPENDITURES	$ -	$ -	$ 296	$ (296)	
CAPITAL OUTLAY	$ 41,527,660	$ 1,842,833	$ 552,246	$ 39,132,581	6%
p	**$ 41,527,660**	**$ 1,842,833**	**$ 552,542**	**$ 39,132,285**	**6%**
REVENUE TOTALS	**$ 41,527,660**	**$ -**	**$ 181,019**	**$ 41,346,641**	**0%**
p	**$ 41,527,660**	**$ 1,842,833**	**$ 552,542**	**$ 39,132,285**	**6%**
	$ -	**$ (1,842,833)**	**$ (371,523)**	**$ 2,214,356**	

CITY OF COCOA, FLORIDA

FUND 426 WS CPTL PROJ 2018B

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	83.89		0	1,091.26		0	1,091.26-
10 02	INVESTMENT INTEREST	0	34,348.36		0	163,989.60		0	163,989.60-
10 *	INTEREST	0	34,432.25		0	165,080.86		0	165,080.86-
38 00	NET INC/DEC FMV INVEST	0	.00		0	.00		0	.00
40 00	GAIN/(LOSS) SALE INVEST	0	.00		0	10,701.29		0	10,701.29-
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	5,236.80		0	5,236.80-
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	15,938.09		0	15,938.09-
361 **	INTEREST & OTHER EARNINGS	0	34,432.25		0	181,018.95		0	181,018.95-
360 ***	MISCELLANEOUS REVENUES	0	34,432.25		0	181,018.95		0	181,018.95-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91 25	RESTRICTED ASSETS (425)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
384	DEBT PROCEEDS								
00 00	DEBT PROCEEDS	0	.00		0	.00		0	.00
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	3,631,202	.00		16,109,249	.00		41,527,660	41,527,660.00
99 *	BALANCE FORWARD	3,631,202	.00		16,109,249	.00		41,527,660	41,527,660.00
389 **	NON OPERATING SOURCES	3,631,202	.00		16,109,249	.00		41,527,660	41,527,660.00
380 ***	OTHER SOURCES(NON-REV)	3,631,202	.00		16,109,249	.00		41,527,660	41,527,660.00
FUND TOTAL	WS CPTL PROJ 2018B	3,631,202	34,432.25	1	16,109,249	181,018.95	1	41,527,660	41,346,641.05

REPORT SELECTIONS

Fiscal year . . . . . : 2020
Fund . . . . . : 426
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 426 WS CPTL PROJ 2018B

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
31-00	PROFESSIONAL SERVICES	0	.00	0	0	295.85	0	.00	0	295.85-	0
31 **	PROFESSIONAL SERVICES	0	.00	0	0	295.85	0	.00	0	295.85-	0
49-00	OTHER CHARGES & OBLIG.	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	3631203	148678.86	4	16109253	552246.18	3	1842832.58	41527660	39132581.24	6
63 **	INFRASTRUCTURE	3631203	148678.86	4	16109253	552246.18	3	1842832.58	41527660	39132581.24	6
64-00	MACHINERY & EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	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
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
FUND 426	TOTAL *********										
	WS CPTL PROJ 2018B	3631203	148678.86	4	16109253	552542.03	3	1842832.58	41527660	39132285.39	6
GRAND	TOTAL *********										
		3631203	148678.86	4	16109253	552542.03	3	1842832.58	41527660	39132285.39	6

Legislation Details (With Text)

File #:	20-155	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	3/5/2020			**In control:**	City Council
On agenda:	3/25/2020			**Final action:**	
Title:	In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	February 2020 Contingency Report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 5, 2020
Agenda Date: March 25, 2020
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of February 29, 2020. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

The second line of each project in the third column under "Construction contract not to exceed $" references the contingency amount that the City Council or City Manager, if within his purchasing authority, has approved. The last line of each project provides the remaining balance as of the report date.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only.

FY2020 Change Orders - CM authorized to execute

applied to contingency | as of: 2/29/2020

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY18 Cum.	FY19 Cum.	FY20 Cum.	FY2020 Expenditures	FY2019 Expenditures
	Barbara Jenkins St. Relining of Pipes											
Op. Rev.		122,749.85	2/26/2020	2020-116								
Project Manager: Gary Palmer		16,010.85	contingency and other costs authorized									
account #	001-3570-538.46-00	106,739.00	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	Granite Inliner			FY2020	39987	106,739.00	$ 120,919.00			$ 120,919.00		
	Contractor PO# PO# 75926			CO#1	40372	14,180.00						
		1,831	^contingency balance-->(And other costs)									
ES17HI	Promenade and Improvements											
Op. Rev.		1,089,558.00	1/30/2020	2020-109*								
Project Manager: Gary Palmer		94,000.00	contingency and other costs authorized									
account #	302-3580-572.63-04	995,558.00	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	302-3580-572.63-05 Improvements											
	Rush Marine			FY2020	40320	995,558.00	$ 995,558.00			$ 995,558.00	$ 91,884.60	
	Contractor PO# 76074				40470	15,000.00						
	Universal Engineering											
	Contractor PO# 76231											
		79,000	^contingency balance-->(And other costs)									
WS20ST	Lift Station #2 Panel Rehabilitation											
Op. Rev.		171,120.00	10/24/2019	2019-088								
Project Manager: Utilities		22,320.00	contingency authorized									
account #	421-4125-536.46-00	148,800.00	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	Parkit Construction			FY2020	39694	148,800.00	$ 148,800.00			$ 148,800.00		
	Contractor PO# 75641											
		22,320	^contingency balance-->									
WS19CF	Groundwater Cal-Flo											
Op. Rev.		94,789.83	8/28/2019	2019-078								
Project Manager: Utilities		8,617.24	contingency authorized									
account #	421-4020-536-63-00	86,172.59	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	Thompson Pipe			FY2019			$ -	-	$ 10,733.00		$ 10,733.00	
	Contractor PO# 75111		*FY 19 PO ISSUE*		39044	10,733.00						
		8,617	^contingency balance-->									
WS19MH	Manhole Rehabilitation											
Op. Rev.		150,000.00	6/26/2019	2019-059								
Project Manager: Utilities		14,254.73	contingency authorized									
account #	421-4125-536.46-00	135,745.27	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	Manhole Rehab Services (Vortex)			FY2020	38808	135,633.20	$ 135,633.20			$ 135,633.20	$ 107,527.18	
	Contractor PO# 74913											
		14,255	^contingency balance-->									
WS19FR	Dyal Groundwater Filters 1 & 4											
Op. Rev.		569,880.30	6/26/2019	2019-056								
Project Manager: Utilities		51,807.30	contingency authorized									
account #	426-4020-536.63-00	518,073.00	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	S4 Water Sales and Service			FY2019	38748	518,073.00	$ 518,073.00	518,073.00			$ 94,608.90	
	Contractor PO# 74876											
		51,807	^contingency balance-->									

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY18 Cum.	FY19 Cum.	FY20 Cum.	FY2020 Expenditures	FY2019 Expenditures
CP1504	Dr. Joe Lee Smith Center											
Op. Rev.		4,839,571.00	1/9/2019 & 6/12/2019	2019-004 & 2019-052								
Project Manager: Gary Palmer		289,558.00	contingency authorized									
account #	301-3580-519.62-00	4,550,013.00	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	W & J Construction		*FY 19 PO ISSUE*	FY2019	37879	170,144.00	$ 4,629,905.29	$ 170,144.00	$ 4,379,869.00	$ 4,629,905.29	$ 2,416,979.88	$ 616,134.43
	Contractor PO# 74150		CO#1	FY2020	38708	4,379,869.00						
			CO#5	FY2020	40319	79,892.29						
		209,666	**^contingency balance-->**									
WS1431	North Tropical Trail Looping Improvements											
Op. Rev.		1,231,048.17	12/12/2018	2018-114								
Project Manager: Utilities		111,913.47	contingency authorized									
account #	426-4055-536.63-00	1,119,134.70	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	Atlantic Development of Cocoa		*FY 19 PO ISSUE*	FY2019	37710	1,119,134.70	$ 1,159,239.19	$ 1,119,134.70	$ 1,159,239.19	$ 1,159,239.19	380,024.09	$ 699,622.09
	Contractor PO# 074042		CO#1		37978	16,542.60						
			CO#2		38879	23,561.89						
*Bond												
		71,809	**^contingency balance-->**									
WS1001	Industrial Park Pump Station											
Op. Rev.		4,889,500.00	11/25/14, VIII.8	2014-138								
Project Manager Utilities		444,500.00	10% contingency authorized			63-00						
account #421-4055-536.63-00		4,445,000.00	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	Brandes Design-Build. PO #67318/69608/71924		FY15 PO Issue	FY 2015	26451	4,445,000.00	4,445,000.00					
	Bid No. B-15-01-COC		*CO #1 for electric actuated butterfly valves*	FY 2015	27931	41,985.41	4,486,985.41					
			CO#2 for necessary modifications to electrical design	FY 2015	28332	14,574.50	4,501,559.91					
	Quentin Hampton P.O. #67460/69493		*PO **65207** FY15 Year-End PO Liquidation*			(1,542,102.38)	2,959,457.53					
			*FY16 PO Issue PO# **67318***	FY2016	29192	**1,542,102.38**	4,501,559.91		v			
	Mead & Hunt (formerly QLH) PO #70943/71880		*TO 2015-67 P.O. **67455** TO CH2M for Scada Programing*		29315	21,434.07	4,522,993.98		v			
			*PO# **67460** to QLH for SDC*		29381	53,001.11	4,575,995.09		v			
	CH2M Hill PO #67455/		*CO # 1 PO **67460** Additional Services Industrial Park*		29593	23,033.00	4,599,028.09					
			*CO#1 PO **67318***		29647	**53,686.38**	4,652,714.47					
	RM Packard $ Assoc. Inc. 73686		*CO#2 install electronic indicators PO **67318***		30007	**8,917.65**	4,661,632.12					
			*CO#2 additional inspection services PO# **67460***		30758	18,000.00	4,679,632.12					
			PO 67318 FY16 Year-End PO Liquidation			(806,347.80)	3,873,284.32					
			PO 67460 FY16 Year-End PO Liquidation			(26,064.34)	3,847,219.98					
			PO 67455 FY16 Year-End PO Liquidation			(12,619.15)	3,834,600.83					
			PO#69493 Quentin Hampton (reissue PO#67460)	FY 2017	31910	26,064.34	3,860,665.17					
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	806,347.80	4,667,012.97					
			PO#69493 QLH liquidated balance; reissue to Mead and Hunt		33725	(11,284.39)	4,655,728.58					
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	11,284.39	4,667,012.97					
							4,667,012.97					
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	(420,315.30)	4,246,697.67					
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	(9,984.39)	4,236,713.28					
			PO#71924 Brandes Design-Build (reissue PO#69608)	FY2018	34892	420,315.30	4,657,028.58	420,315.30				
					34893	9,984.39	$ 4,667,012.97	$ 430,299.69				
			PO#73686	FY2019		1,000.00						
		209,868	**^contingency balance-->**									

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY18 Cum.	FY19 Cum.	FY20 Cum.	FY2020 Expenditures	FY2019 Expenditures
WS1222	**BNR Process Improvements**											
DER restricted + Op.Rev		3,356,475.06	08/13/13 VIII.7	2013-083								
account #421-4120-536.63-00 + 64-00		603,099.13	contingency authorized									
		2,753,375.93	constr' exp authorized before contingency									
				2018-083								
		86,000	7/28/15 VIII. 3. for **Maxwell Contracting**	2015-037								
		10,000	contingency authorized for emergency task order									
		76,000	Emergency Task Order authorized ($76k before task order contingency)									
						63-00	64-00	Cumulative	FY18 cum	FY19 cum	FY20 cum	FY19
Brandes Design-Build, Inc. FY2013 PO# 62086												
Bid No. B-13-11-COC												
Brandes Design-Build, Inc. FY2014 PO# 62605				FY2013	22658	1,250,550.00	1,528,450.00	2,779,000.00		$ 98,983.65		
			FY13 Year-End PO Liquidation			(1,200,550.00)	(1,528,450.00)			$ 98,983.65		
Brandes Design-Build, Inc. FY2015 PO# 64940			FY14 PO Reissue	FY2014	23304	1,200,550.00	1,528,450.00	2,779,000.00				
			CO #1 Modification to drain lines in BNR tanks		24840	22,776.29		2,801,776.29				
Brandes Design-Build, Inc. FY2016 PO# 67346			FY14 Year-End PO Liquidation				(728,344.56)	2,073,431.73				
CDM Smith FY2016 PO# 67329 + 67528 + 67529			FY15 PO Reissue	FY2015	26276	728,344.56		2,801,776.29				
JoBear Contracting FY2016 PO# 68561			CO #2 Exploratory excavation		26423	11,040.00		2,812,816.29				
					26917	10,200.00		2,823,016.29				
Brandes FY2017 PO# 69615 / FY2018 PO#71959			CO #3 Cable Tray		27079	5,978.14		2,828,994.43				
			CO #4 to Remove Sludge		27209	10,000.00		2,838,994.43				
CDM Smith FY17 PO# 69522/69955/69956; FY18 PO#71534			*FY15 Year End PO Liquidation*			(79,836.05)		2,759,158.38				
			FY16 PO Issue	FY2016	29212	79,836.05		2,838,994.43				
					29249	32,800.00		2,871,794.43				
			CO#1		29329	(5,000.00)		2,866,794.43				
			CO#2		29212	4,151.50		2,870,945.93				
			CO#3		29905	5,327.32		2,876,273.25				
			CO#4		30046	(5,327.32)		2,870,945.93				
			Jobear P.O. 68561		30751	100,378.50		2,971,324.43				
			FY16 Liquidated		30751	(83,785.50)		2,887,538.93				
SISCO FY2016 PO# 68047			SISCO PO#68047 EVALUATE/REPAIR 4 ELECTRIC VALVE ACTUATORS		30111	5,085.16		2,892,624.09				
			FY16 Year End PO Liquidation			(34,482.06)		2,858,142.03				
			FY17PO#69615 Brandes	FY2017	31932	33,812.06		2,891,954.09		-		
			PO# 69522 CDM Smith		31954	670.00		2,892,624.09		84,072.06		
			PO# 69522 CDM Smith		32776	13,250.00		2,905,874.09		84,072.06		
						(33,812.06)		2,872,062.03		84,072.06		
						(13.25)		2,872,048.78				
			PO#71534: Reissue PO#69522 CDM Smith	FY2018	34520	13.25		2,872,062.03	13.25			
			CO#1 PO#69522 CDM Smith		34650	36,340.00		2,908,402.03	36,353.25	1		
			CO#2 CDM SMITH		34520	86,975.40						
			PO#71959: Reissue PO#69615 Brandes Design-Build		34988	33,812.06		$ 2,942,214.09	$ 70,165.31			
			CO#1		36547	11,430.00		$ 2,953,644.09		$ 11,430.00		
Maxwell Contracting, Inc. FY2015 PO#066365			Task Order 2015-12 to Maxwell Contracting, Inc.		27986	76,000.00		$ 76,000.00				
Emergency - compromise of existing expansion joint						this portion is complete; project is incomplete						
		341,480	^contingency balance--> for Brandes Design-Build									
		10,000	^contingency balance--> for Maxwell Contracting									

Legislation Details (With Text)

File #:	20-156	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	3/5/2020			**In control:**	City Council
On agenda:	3/25/2020			**Final action:**	
Title:	FY 2020 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	February FY 2020 EXPENSE Budget Tracking Worksheet.pdf February FY 2020 REVENUE Budget Tracking Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 5, 2020
Agenda Date: March 25, 2020
Prepared By: Anthony Hagan / Grants Administrator
Through: Rebecca Bowman, MBA, CGFO, CGFM Finance Director
Requested Action:
FY 2020 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 2020 thru February 29, 2020.

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 2020 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 2/29/2020

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1000 - CITY COUNCIL					
02/14/20	001-1000-511.40-00	(50)	FL LOC BUDGET NEEDED		1867
	001-1000-511.54-00	50			
1	Budget Amendments/Transfers		Division 1000 Total	$0	
1100 - CITY MANAGER'S OFFICE					
12/30/19	001-1100-512.41-00	433	CITY MANAGER'S AIR CARD WAS NOT BUDGETED		1207
02/14/20	001-1100-512.49-00	(168)	ADOBE CLOUD RENEWAL CM OFFICE		1867
	001-1100-512.54-00	168			
02/26/20	001-1100-512.48-00	(15,000)	Survey for StrategicPlan Resolution 2020-121		2039
	001-1100-512.31-00	20,000			
3	Budget Amendments/Transfers		Division 1100 Total	$5,433	
1103 - INFORMATION TECHNOLOGY					
11/22/19	001-1103-516.64-15	27,402	PO 74683 / EMPIRE COMP FY20 PO ROLLOVER		722
	001-1103-516.42-00	125	PO 75059 / GRANICUS FY20 PO ROLLOVER		722
	001-1103-516.52-00	4,375			
	001-1103-516.46-00	9,100	PO 75119 / CDW GOV INC FY20 PO ROLLOVER		722
	001-1103-516.52-00	21,079	PO 75131 / KRONOS FY20 PO ROLLOVER		722
12/30/19	001-1103-516.41-00	(433)	CITY MANAGER'S AIR CARD WAS NOT BUDGETED		1207
5	Budget Amendments/Transfers		Division 1103 Total	$61,648	
1190 - LEISURE SERVICES					
12/30/19	001-1190-574.34-00	(500)	PUMPKINS - 2019 FALL FEST		1207
	001-1190-574.48-00	500			
1	Budget Amendments/Transfers		Division 1190 Total	$0	
1600 - GENERAL OPERATIONS					
11/13/19	001-1600-513.39-00	(11,983)	ADD POLICE HYBRID PWR TRN TO 6 NEW PD INTERCEPTORS		635
11/22/19	001-1600-513.31-00	5,775	PO 73903 / INTEGRITY PUB FY20 PO ROLLOVER		722
	001-1600-513.31-00	2,840	PO 75129 / SUPERION LLC FY20 PO ROLLOVER		722
12/11/19	001-1600-513.39-00	(47,000)	LABOR GRIEVIANCE SETTLMNT AGENDA 19-611 12/11/19		1098
	001-1600-513.49-00	47,000			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/11/19	001-1600-513.39-00	(19,937)	SEC 108 LOAN SUBSIDY FEE JOE LEE SMITH CTR CONST		1106
	001-1600-581.91-08	19,937			
12/30/19	001-1600-513.49-00	(1,760)	MR INVOICE CHANGE "TOTAL DUE" WHEN PRINTED		1207
	001-1600-513.34-00	1,760			
01/09/20	001-1600-513.31-00	(1,500)	ADD FNDS FOR FLEET MAINT NOT BUDGTD		1349
	001-1600-513.46-03	1,500			
	001-1600-513.31-01	(435,973)	CORR ACCT # FOR LEGAL EXPENSES / CITY ATTORNEY		1347
	001-1600-514.31-01	435,973			
	001-1600-513.23-00	(441,812)	CORR ACCT # FOR RETIREE INSURANCE		1348
	001-1600-513.23-02	441,812			
01/24/20	001-1600-513.39-00	(5,969)	ADD FNDS ARBITRAGE PO 75815 / INTEGRITY FIN		1554
	001-1600-513.31-00	2,494			
	001-1600-513.31-00	3,475			
	001-1600-513.31-00	(2,840)	CORR ACCT # FOR PO 75129 SUPERION / PO TEMPLATE		1553
	001-1600-513.34-00	2,840			
	001-1600-513.39-00	(1,865)	CORR NEG BAL IN ACCT FROM BA20-013T / PO 75968		1553
	001-1600-513.49-00	1,865			
	001-1600-513.39-00	(40,000)	FULL COST OF FY 19 AUDIT		1555
	001-1600-513.32-00	40,000	FULL COST OF FY19 AUDIT		1555
02/14/20	001-1600-513.31-00	(4,000)	COVER COST OF AEDU BREAKFAST		1867
02/26/20	001-1600-513.31-00	(5,000)	Survey for StrategicPlan Resolution 2020-121		2039
16	Budget Amendments/Transfers		Division 1600 Total	($12,368)	
1601 - EMERGENCY/DISASTER SVS					
11/22/19	001-1601-525.34-00	32,000	PO 73904 / EAST C FL PLAN FY20 PO ROLLOVER		722
1	Budget Amendments/Transfers		Division 1601 Total	$32,000	
2100 - POLICE ADMIN/OPERATIONS					
10/09/19	001-2100-521.31-00	50,000	BA #20-001-A - PLANNING SVCS FOR COCOA PD		238
10/23/19	001-2100-521.52-11	22,166	BA #02-002-A - ACCEPT JAG GRANT FOR PD FOR FY20		312
	001-2100-521.52-12	10,507	BA #02-003-A - ACCEPT BVP GRANT FOR PD FOR FY20		312
	001-2100-521.52-00	(12,951)	BA #20-004-P - MOVE GRANT MATCH BUDGET TO NEW ACCT		313
	001-2100-521.52-00	15,389			
11/13/19	001-2100-521.64-00	11,983	ADD POLICE HYBRID PWR TRN TO 6 NEW PD INTERCEPTORS		635
11/22/19	001-2100-521.42-00	25	PO 74134 / ONE BEAT CPR FY20 PO ROLLOVER		722
	001-2100-521.52-00	7,700			
	001-2100-521.64-00	6,164	PO 74411 / DANA SAFETY FY20 PO ROLLOVER		722
12/30/19	001-2100-521.52-00	(15,389)	CORR BAF 20-004 CORR ACCT #		1207
	001-2100-521.52-12	15,389			
01/09/20	001-2100-521.46-00	(933)	JAG GRANT COSTS INCREASED PO 75782 / EMPIRE COMP		1349
	001-2100-521.52-11	933			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
01/09/20	001-2100-521.56-15	(3,000)	VOCA GRANT / CORR PROJ # FOR FY20 GRANT MATCH		1345
	001-2100-521.52-00	(2,926)			
	001-2100-521.51-00	(2,000)			
	001-2100-521.41-00	(1,580)			
	001-2100-521.47-00	(1,157)			
	001-2100-521.47-00	1,157			
	001-2100-521.41-00	1,580			
	001-2100-521.51-00	2,000			
	001-2100-521.52-13	2,926			
	001-2100-521.56-15	3,000			
02/14/20	001-2100-521.46-00	(54)	SHIPPING CHARGES PO 75808 JAG GRANT		1867
	001-2100-521.52-11	54			
11	Budget Amendments/Transfers		Division 2100 Total	$110,983	
2101 - POLICE COMMUNICATIONS					
10/23/19	001-2101-521.46-00	(2,438)	BA #20-004-P - MOVE GRANT MATCH BUDGET TO NEW ACCT		313
1	Budget Amendments/Transfers		Division 2101 Total	($2,438)	
2132 - CODE ENFORCEMENT					
11/22/19	001-2132-524.46-03	(231)	COVER OVERAGE DUE TO HYBRID VEHICLE PURCHASE		724
	001-2132-524.64-00	231			
1	Budget Amendments/Transfers		Division 2132 Total	$0	
2200 - FIRE ADMINISTRATION					
11/22/19	001-2200-522.52-00	(12)	ADDITIONAL BUDGET FOR BUSINESS CARDS		724
	001-2200-522.47-00	12			
01/09/20	001-2200-522.52-02	650	UNIFORM PRCHSE FOR NEW DEPUTY FIRE CHIEF		1349
02/14/20	001-2200-522.52-02	1,000	PURCH UNIFORMS / FC + FI		1867
3	Budget Amendments/Transfers		Division 2200 Total	$1,650	
2201 - FIRE OPERATIONS					
11/22/19	001-2201-522.52-05	(2,958)	ADDITIONAL BUDGET FOR ESO PROGRAM AIR CARDS		724
	001-2201-522.41-00	2,958			
01/09/20	001-2201-522.52-02	(650)	UNIFORM PRCHSE FOR NEW DEPUTY FIRE CHIEF		1349
02/14/20	001-2201-522.55-00	(2,310)	COVER INTERFACE FEES ESO FIRE INCIDENT SFTWRE		1867
	001-2201-522.56-15	2,310			
	001-2201-522.55-00	(1,000)	PURCH UNIFORMS / FC + FI		1867
02/26/20	001-2201-522.64-01	16,541	Grant for Lucas System Resolution 2020-009		2039
5	Budget Amendments/Transfers		Division 2201 Total	$14,891	
3200 - ADMINISTRATION					
11/22/19	001-3200-515.31-00	2,013	PO 72368 / RICH & ASSOC FY20 PO ROLLOVER		722
	001-3200-515.34-00	5,045	PO 73666 / PDCS, LLC FY20 PO ROLLOVER		722

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/22/19	001-3200-515.34-00	2,618	PO 74103 / GEOSYNTEC CONS FY20 PO ROLLOVER		722
	001-3200-515.31-00	6,334	PO 74409 / S&ME, INC FY20 PO ROLLOVER		722
	001-3200-515.34-00	7,119	PO 75063 / CAP GOV INC FY20 PO ROLLOVER		722
01/09/20	001-3200-515.52-00	1,100	PRCHSE TWO CC MACHINES FOR COMM SVCS		1349
02/14/20	001-3200-515.56-15	(24,000)	BLDG PLAN REVIEW FEES PO 73666 & 74103		1867
	001-3200-515.34-00	24,000			
7 Budget Amendments/Transfers			Division 3200 Total	$24,229	
3205 - ECONOMIC DEVELOPMENT					
11/22/19	001-3205-559.31-06	59,000	PO 75123 / E CENTRAL FL P FY20 PO ROLLOVER		722
01/09/20	001-3205-559.52-00	(800)	PRCHSE TWO CC MACHINES FOR COMM SVCS		1349
	001-3205-559.51-00	(300)			
02/14/20	001-3205-559.47-00	(1,000)	COVER COST OF AEDU BREAKFAST		1867
	001-3205-559.48-00	1,000			
	001-3205-559.48-00	4,000			
3 Budget Amendments/Transfers			Division 3205 Total	$61,900	
3510 - STREET MANAGEMENT					
11/22/19	001-3510-541.46-00	51,614	PO 73708 / GOODSON PAVING FY20 PO ROLLOVER		722
	001-3510-541.46-00	2,370	PO 73709 / GOODSON PAVING FY20 PO ROLLOVER		722
	001-3510-541.64-00	33,500	PO 74998 / CONCR MIX SUP FY20 PO ROLLOVER		722
	001-3510-541.63-00	2,000	PO 75098 / MYRA PLANNING FY20 PO ROLLOVER		722
01/09/20	001-3510-541.46-03	(1,800)	ADD FREIGHT TO PO 74998 CONCRETE MIXER BODY		1349
	001-3510-541.64-00	1,800			
02/14/20	001-3510-541.46-00	(25,000)	CONSULTING SERVICES DOT SIDEWALK PROJECTS		1867
	001-3510-541.31-00	25,000			
02/26/20	001-3510-541.46-00	(36,000)	Concrete Crew Truck Resolution 2020-122		2039
	001-3510-541.64-00	36,000			
7 Budget Amendments/Transfers			Division 3510 Total	$89,484	
3520 - PARKS & BEAUTIFICATION					
12/30/19	001-3520-572.34-09	10,000	24 ADDITIONAL CUTS AT LEE WENNER PARK		1207
01/09/20	001-3520-572.14-00	5,000	CVR GROUNDS DEPT OVRTIME		1349
01/13/20	001-3520-572.34-09	9,397	INC FDOT MEDIAN MAINT BUDGET; 2 QTRS FY20		1384
3 Budget Amendments/Transfers			Division 3520 Total	$24,397	
3550 - SANITATION					
11/22/19	001-3550-534.34-00	5,071	PO 73386 / WASTE MNGMT FY20 PO ROLLOVER		722
1 Budget Amendments/Transfers			Division 3550 Total	$5,071	
3560 - FACILITY MANAGEMENT					
12/30/19	001-3560-519.46-00	(10,000)	24 ADDITIONAL CUTS AT LEE WENNER PARK		1207
01/09/20	001-3560-519.46-00	(5,000)	CVR GROUNDS DEPT OVRTIME		1349

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
2 Budget Amendments/Transfers			Division 3560 Total	($15,000)	
71 Total Budget Amendments/Transfers			**GENERAL FUND**	**$401,880**	
3240 - HOUSING GRANTS					
11/22/19	103-3240-554.62-00	125,172	PO 74150 / W&J CONSTRUCT FY20 PO ROLLOVER		722
	103-3240-554.63-00	175,000	PO 74150 / W&J CONTRUCT FY20 PO ROLLOVER		722
02/26/20	103-3240-554.62-00	(14,466)	Project Retainage Adj Resolution 2020-111		2039
3 Budget Amendments/Transfers			Division 3240 Total	$285,706	
3 Total Budget Amendments/Transfers			**CDBG**	**$285,706**	
3240 - HOUSING GRANTS					
11/22/19	104-3240-554.83-00	400,000	PO 74638 / COMM HOUSING FY20 PO ROLLOVER		722
01/13/20	104-3240-554.83-00	3,863	INC HOME GRANT CRRYFORWRD MATCH HOME AGREEMENT		1385
2 Budget Amendments/Transfers			Division 3240 Total	$403,863	
2 Total Budget Amendments/Transfers			**BREVARD COUNTY HOME**	**$403,863**	
3240 - HOUSING GRANTS					
11/22/19	108-3240-554.62-00	834,332	PO 74150 / W&J CONSTRUCT FY20 PO ROLLOVER		722
12/11/19	108-3240-517.73-00	19,937	SEC 108 LOAN SUBSIDY FEE JOE LEE SMITH CTR CONST		1106
02/26/20	108-3240-554.62-00	(6,630)	Project Retainage Adj Resolution 2020-111		2039
3 Budget Amendments/Transfers			Division 3240 Total	$847,639	
3 Total Budget Amendments/Transfers			**SEC 108 LOAN GUARANTEE**	**$847,639**	
3230 - CRA ADMIN/OPERATIONS					
11/22/19	110-3230-559.64-15	2,000	PO 73289 / MORSE COMM FY20 PO ROLLOVER		722
	110-3230-559.63-00	3,266	PO 74207 / ARCHITECTS RZK FY20 PO ROLLOVER		722
	110-3230-559.31-00	92,000	PO 74623 / SUNSTATE METER FY20 PO ROLLOVER		722
	110-3230-559.83-00	10,000	PO 74896 / RUNAWAY INVST FY20 PO ROLLOVER		722
	110-3230-559.83-00	10,000	PO 75115 / JLM PROP HOLD FY20 PO ROLLOVER		722
	110-3230-559.64-15	2,000	ROLL FY19 BDGT LEE WENNER FY20 BUDGET ROLLOVER		720
	110-3230-559.63-00	3,661			
	110-3230-559.63-00	215,766			
12/04/19	110-3230-559.40-00	(1,288)	PURCH 5 CIG RECEPTACLES COCOA VILLAGE		840
	110-3230-559.52-00	1,288			
12/11/19	110-3230-581.91-32	138,889	C&D CONST C/O #1 AGENDA 19-653		1107
	110-3230-559.63-00	(148,878)	COCOA CRA TXFR-PROMENADE RVRFRNT PROM OVERLOOKS		1103
	110-3230-581.91-32	148,878			
	110-3230-559.39-00	(100,000)	COCOA CRA TXFR-PROMENADE RVRFRNT PROMENADE ENHNCE		1103
	110-3230-581.91-32	100,000			
10 Budget Amendments/Transfers			Division 3230 Total	$477,582	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10 Total Budget Amendments/Transfers			**CRA COCOA RDA**	**$477,582**	
3230 - CRA ADMIN/OPERATIONS					
11/22/19	111-3230-559.63-00	47,488	PO 74150 / W&J CONSTRUCT FY20 PO ROLLOVER		722
1 Budget Amendments/Transfers			Division 3230 Total	$47,488	
1 Total Budget Amendments/Transfers			**CRA DIAMOND SQUARE 626**	**$47,488**	
3580 - CAPITAL PROJECTS MNGMT					
11/22/19	301-3580-519.63-00	492,092	PO 74150 / W&J CONSTRUCT FY20 PO ROLLOVER		723
	301-3580-519.64-00	600,720			
	301-3580-519.62-00	1,659,076			
	301-3580-519.31-00	15,224	PO 74151 / ARCHITECTS RZK FY20 PO ROLLOVER		723
	301-3580-519.62-00	7,695	PO 74899 / ARDAMAN & ASSC FY20 PO ROLLOVER		723
	301-3580-519.62-00	281,234	ROLL FY19 BDGT DR JOE LEE FY20 BUDGET ROLLOVER		720
02/26/20	301-3580-519.62-00	(33,858)	Project Retainage Adj Resolution 2020-111		2039
	301-3580-519.63-00	(13,506)			
5 Budget Amendments/Transfers			Division 3580 Total	$3,008,677	
5 Total Budget Amendments/Transfers			**CAPITAL PROJECTS FUND**	**$3,008,677**	
3580 - CAPITAL PROJECTS MNGMT					
11/22/19	302-3580-572.63-04	18,368	PO 73217 / INFR SOL SERV FY20 PO ROLLOVER		723
	302-3580-572.63-04	19,880	PO 73829 / INFR SOL SVCS FY20 PO ROLLOVER		723
	302-3580-572.63-03	205,290	PO 74682 / C&D CONSTRUCT FY20 PO ROLLOVER		723
	302-3580-572.63-01	332,557			
	302-3580-572.63-04	1,052,070			
	302-3580-572.63-04	5,580	PO 74825 / UNIV ENG SCI FY20 PO ROLLOVER		723
	302-3580-572.63-04	754,893	ROLL FY19 BDGT HURR IRMA FY20 BUDGET ROLLOVER		720
	302-3580-519.63-00	1,719,250			
12/11/19	302-3580-572.63-04	34,889	C&D CONST C/O #1 AGENDA 19-653		1107
	302-3580-572.63-01	104,000			
	302-3580-572.63-04	148,878	COCOA CRA TXFR-PROMENADE RVRFRNT PROM OVERLOOKS		1102
	302-3580-572.63-04	100,000	COCOA CRA TXFR-PROMENADE RVRFRNT PROMENADE ENHNCE		1102
02/05/20	302-3580-572.63-04	(148,878)	CORR ACCTS FOR PROMENADE FOR CRA PORTION		1681
	302-3580-572.63-01	(104,000)			
	302-3580-572.63-04	(100,000)			
	302-3580-572.63-05	100,000			
	302-3580-572.63-04	104,000			
	302-3580-572.63-05	148,878			
02/26/20	302-3580-572.63-04	(14,249)	Project Retainage Adj Resolution 2020-111		2039
	302-3580-572.63-01	(1,850)			
	302-3580-519.63-00	(1,719,250)	Reverse Duplicate Entry Resolution 2020-110		2039

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11	Budget Amendments/Transfers		Division 3580 Total	$2,760,306	
	11 Total Budget Amendments/Transfers		**RIVERFRONT/LEE WENNER PK**	**$2,760,306**	
3580 - CAPITAL PROJECTS MNGMT					
11/22/19	303-3580-519.63-00	1,500,000	ROLL FY19 BDGT FISKE BLVD FY20 BUDGET ROLLOVER		720
1	Budget Amendments/Transfers		Division 3580 Total	$1,500,000	
	1 Total Budget Amendments/Transfers		**FISKE BV CMPLT STRTSCAPE**	**$1,500,000**	
4010 - WATER ADMINISTRATION					
11/13/19	421-4010-536.39-00	(84,510)	BUSS MAY - SOIRL Zone J ZONE J FEAS TECH ASST		632
	421-4010-536.39-00	(59,585)	BUSS MAY SOIRL ZONE K ZONE K FEAS TECH ASST		634
11/22/19	421-4010-536.31-00	5,460	PO 73903 / INTEGRITY PUBL FY20 PO ROLLOVER		723
	421-4010-536.31-00	2,840	PO 75129 / SUPERION LLC FY20 PO ROLLOVER		723
01/24/20	421-4010-536.31-00	(2,840)	CORR ACCT # FOR PO 75129 SUPERION / PO TEMPLATE		1553
	421-4010-536.34-00	2,840			
	421-4010-536.32-00	(40,000)	RECL AUDIT BUDGET FOR FULL UT RATE STUDY		1556
	421-4010-536.31-00	40,000			
02/26/20	421-4010-536.39-00	(188,914)	Task Order 2020-07 Jacobs Resolution 2020-118		2039
	421-4010-536.31-00	188,914			
	421-4010-536.39-00	(113,954)	TaskOrder 2020-01 2020-04 Resolution 2020-117		2039
8	Budget Amendments/Transfers		Division 4010 Total	($249,749)	
4020 - DYAL PLANT					
11/22/19	421-4020-536.46-00	6,523	PO 73731 / RING POWER COR FY20 PO ROLLOVER		723
	421-4020-536.42-00	4,500	PO 73978 / TOM EVAN ENV FY20 PO ROLLOVER		723
	421-4020-536.46-00	158,642	PO 73978 / TOM EVANS ENV FY20 PO ROLLOVER		723
	421-4020-536.63-00	13,995	PO 74413 / CH2M HILL ENG FY20 PO ROLLOVER		723
	421-4020-536.34-00	1,800	PO 74492 / BIO TECH CONS FY20 PO ROLLOVER		723
	421-4020-536.46-00	53,787	PO 74696 / RING POWER COR FY20 PO ROLLOVER		723
	421-4020-536.42-00	75	PO 74941 / WTR TREAT & CO FY20 PO ROLLOVER		723
	421-4020-536.64-00	5,828			
	421-4020-536.64-00	43,861	PO 74996 / TRANE (MAITL) FY20 PO ROLLOVER		723
	421-4020-536.46-00	9,233	PO 75050 / POWELL ELEC FY20 PO ROLLOVER		723
	421-4020-536.42-00	495	PO 75076 / HAROLD BECK FY20 PO ROLLOVER		723
	421-4020-536.46-00	22,167			
	421-4020-536.63-00	28,633	PO 75080 / CH2M HILL ENG FY20 PO ROLLOVER		723
	421-4020-536.63-00	43,100	PO 75099 / BURNETT LIME FY20 PO ROLLOVER		723
	421-4020-536.63-00	10,733	PO 75111 / THOMPSON PIPE FY20 PO ROLLOVER		723
	421-4020-536.46-00	13,075	PO 75117 / WTR TREAT & CO FY20 PO ROLLOVER		723
	421-4020-536.46-00	85,926	PO 75118 / RING POWER COR FY20 PO ROLLOVER		723

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/22/19	421-4020-536.63-00	130	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
	421-4020-536.64-00	4,784			
	421-4020-536.63-00	14,447			
01/09/20	421-4020-536.46-00	(30,000)	CORR ACCT # FOR DYAL DMZ SERVER REPLACEMENT		1348
	421-4020-536.56-15	30,000			
	421-4020-536.46-00	(23,000)	CORR ACCT # FOR DYAL EMPIRE COMPT SUPPORT		1348
	421-4020-536.56-15	23,000			
	421-4020-536.52-00	(33,814)	CORR ACCT FOR DYAL SFTWRE LICENSE / WONDERWARE		1347
	421-4020-536.56-15	33,814			
02/26/20	421-4020-536.34-00	(168,322)	Jacobs Engineering Svs Resolution 2020-112		2039
	421-4020-536.31-03	168,322			
20	Budget Amendments/Transfers			Division 4020 Total $521,734	
4025 - WATER FIELD OPERATIONS					
11/22/19	421-4025-536.46-00	2,855	PO 72093 / BUSSEN MAYER FY20 PO ROLLOVER		723
	421-4025-536.46-00	12,325	PO 72425 / JOBEAR CONTRAC FY20 PO ROLLOVER		723
	421-4025-536.42-00	500	PO 73810 / TEAM IND SVCS FY20 PO ROLLOVER		723
	421-4025-536.46-00	2,500			
	421-4025-536.46-00	2,142	PO 74118 / BUSSEN MAYER FY20 PO ROLLOVER		723
	421-4025-536.46-00	105,253	PO 74163 / ALL TERRAIN TR FY20 PO ROLLOVER		723
01/09/20	421-4025-536.52-00	(34,000)	CORR ACCT FOR SFTWRE LICENSE / IWATER / XC2		1347
	421-4025-536.56-15	34,000			
02/26/20	421-4025-536.46-00	(103,918)	Task Order 2020-02 Jacobs Resolution 2020-114		2039
	421-4025-536.31-03	103,918			
	421-4025-536.46-00	(105,781)	Task Order 2020-05 Jacobs Resolution 2020-113		2039
	421-4025-536.31-03	105,781			
8	Budget Amendments/Transfers			Division 4025 Total $125,575	
4055 - ENGINEERING					
11/13/19	421-4055-536.31-03	84,510	BUSS MAY - SOIRL Zone K ZONE J FEAS TECH ASST		632
	421-4055-536.31-03	59,585	BUSS MAY SOIRL ZONE K ZONE K FEAS TECH ASST		634
11/22/19	421-4055-536.63-00	3,182	PO 71688 / MEAD & HUNT FY20 PO ROLLOVER		723
	421-4055-536.63-00	420,316	PO 71924 / BRANDES DESIGN FY20 PO ROLLOVER		723
	421-4055-536.63-00	1,608	PO 71946 / BUSSEN MAYER FY20 PO ROLLOVER		723
	421-4055-536.63-00	576,225	PO 73011 / CH2M HILL ENG FY20 PO ROLLOVER		723
	421-4055-536.63-00	1,787	PO 73291 / BUSSEN MAYER FY20 PO ROLLOVER		723
	421-4055-536.68-10	51,602	PO 74292 / CH2M HILL ENG FY20 PO ROLLOVER		723
	421-4055-536.63-00	5,532	PO 75038 / BUSSEN MAYER FY20 PO ROLLOVER		723
	421-4055-536.68-10	4,334	PO 75068 / KED GROUP, INC FY20 PO ROLLOVER		723
	421-4055-536.68-10	43,427	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/22/19	421-4055-536.63-00	191,490	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
	421-4055-536.63-00	210,571			
12/30/19	421-4055-536.52-00	(50,000)	TXFR ARCGIS BUDGET TO CORRECT ACCT		1207
	421-4055-536.56-15	50,000			
02/14/20	421-4055-536.63-00	(636,000)	ASSIGN PROJ # / FY20 BDGT		1866
	421-4055-536.63-00	(440,000)			
	421-4055-536.63-00	(200,000)			
	421-4055-536.63-00	(100,000)			
	421-4055-536.63-00	(100,000)			
	421-4055-536.63-00	(83,490)			
	421-4055-536.63-00	83,490			
	421-4055-536.63-00	100,000			
	421-4055-536.63-00	100,000			
	421-4055-536.63-00	200,000			
	421-4055-536.63-00	440,000			
	421-4055-536.63-00	636,000			
02/26/20	421-4055-536.63-00	113,954	TaskOrder 2020-01 2020-04 Resolution 2020-117		2039
14 Budget Amendments/Transfers			Division 4055 Total	$1,768,123	
4120 - WATER RECLAMATION					
11/22/19	421-4120-536.63-00	45,243	PO 71959 / BRANDES DESIGN FY20 PO ROLLOVER		723
	421-4120-536.62-00	65,000	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
	421-4120-536.63-00	542,514			
01/09/20	421-4120-536.52-00	(6,500)	ADD FNDS FOR PO 75831 CAROLLO ENGINEERS		1349
	421-4120-536.56-15	6,500			
	421-4120-536.52-00	(10,000)	CORR ACCT FOR SFTWRE LICENSE / VTSCADA / CMMS		1347
	421-4120-536.56-15	10,000			
4 Budget Amendments/Transfers			Division 4120 Total	$652,757	
4125 - SEWER FIELD OPERATIONS					
11/22/19	421-4125-536.46-00	40,571	PO 74913 / VORTEX SVCS FY20 PO ROLLOVER		723
	421-4125-536.46-00	25,805	PO 74914 / LORD & COMPANY FY20 PO ROLLOVER		723
	421-4125-536.46-00	69,000	PO 74983 / BARNEY PUMPS FY20 PO ROLLOVER		723
	421-4125-536.64-00	3,956	PO 75051 / COMPRESSED AIR FY20 PO ROLLOVER		723
	421-4125-536.46-00	7,567	PO 75069 / BARNEY PUMPS FY20 PO ROLLOVER		723
	421-4125-536.46-00	2,714	PO 75092 / MEAD & HUNT FY20 PO ROLLOVER		723
01/09/20	421-4125-536.52-00	(5,000)	CORR ACCT FOR SFTWRE LICENSE / INFRAMAP		1347
	421-4125-536.56-15	5,000			
02/26/20	421-4125-536.46-00	(50,811)	TaskOrder 2020-11 Carollo Resolution 2020-115		2039
	421-4125-536.31-03	50,811			
8 Budget Amendments/Transfers			Division 4125 Total	$149,613	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
62 Total Budget Amendments/Transfers			**WATER/SEWER ENTERPRISE**	**$2,968,053**	
3570 - STORMWATER UTILITY					
10/23/19	423-3570-538.39-00	(324,134)	BA #20-006-T - STORMWATER IMPROVEMENTS		311
	423-3570-538.63-00	50,000			
	423-3570-538.46-00	80,000			
	423-3570-538.63-00	194,134			
11/22/19	423-3570-538.31-00	2,955	PO 73710 / INFR SOL SVCS FY20 PO ROLLOVER		723
	423-3570-538.31-00	4,500	PO 74218 / MEAD & HUNT FY20 PO ROLLOVER		723
	423-3570-538.63-00	121,380	PO 74643 / GRANITE INLINE FY20 PO ROLLOVER		723
	423-3570-538.34-00	9,240	PO 74857 / GOLD NUGGET FY20 PO ROLLOVER		723
	423-3570-538.46-00	(30,000)	PROVIDE BUDGET TO UPDATE EXISTING STORMWATER MODEL		724
	423-3570-538.31-00	30,000			
	423-3570-538.63-00	58,586	ROLL FY19 BDGT / SW PROJS FY20 BUDGET ROLLOVER		721
01/09/20	423-3570-538.46-00	(2,859)	COVER FLA TODAY ADS STORMWATER ASSESSMENT		1349
	423-3570-538.49-00	2,859			
8 Budget Amendments/Transfers			Division 3570 Total	$196,661	
8 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$196,661**	
4020 - DYAL PLANT					
11/22/19	426-4020-536.63-00	518,073	PO 74876 / S4 WATER SALES FY20 PO ROLLOVER		723
	426-4020-536.63-00	51,808	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
	426-4020-536.63-00	600,000			
2 Budget Amendments/Transfers			Division 4020 Total	$1,169,881	
4055 - ENGINEERING					
11/22/19	426-4055-536.63-00	150,082	PO 74040 / E&D CONTRACT FY20 PO ROLLOVER		723
	426-4055-536.63-00	390,052	PO 74042 / ATLANTIC DEV FY20 PO ROLLOVER		723
	426-4055-536.63-00	4,502	PO 74097 / BUSSEN MAYER FY20 PO ROLLOVER		723
	426-4055-536.63-00	18,538	PO 74152 / CH2M HILL FY20 PO ROLLOVER		723
	426-4055-536.63-00	10,000	PO 74281 / WHARTON SMITH FY20 PO ROLLOVER		723
	426-4055-536.63-00	218,268	PO 74898 / CH2M HILL FY20 PO ROLLOVER		723
	426-4055-536.63-00	34,060	PO 74901 / MEAD & HUNT FY20 PO ROLLOVER		723
	426-4055-536.63-00	12,802	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
	426-4055-536.63-00	16,022			
	426-4055-536.63-00	400,000			
	426-4055-536.63-00	698,664			
	426-4055-536.63-00	898,128			
	426-4055-536.63-00	1,185,780			
	426-4055-536.63-00	1,962,023			
	426-4055-536.63-00	2,622,381			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/22/19	426-4055-536.63-00	10,378,517	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
01/24/20	426-4055-536.63-00	(439,845)	ADDL BUDGET FOR WS17MI TO COVER WS17MI BID COSTS		1557
	426-4055-536.63-00	439,845			
02/26/20	426-4055-536.63-00	(85,466)	Project Retainage Adj Resolution 2020-111		2039
	426-4055-536.63-00	(12,302)			
10	Budget Amendments/Transfers		Division 4055 Total	8,902,051	
4120 - WATER RECLAMATION					
11/22/19	426-4120-536.63-00	6,084	PO 74732 / CAROLLO ENG FY20 PO ROLLOVER		723
	426-4120-536.63-00	72,100	PO 74805 / WPC INDUST FY20 PO ROLLOVER		723
	426-4120-536.63-00	39,072	PO 74872 / DIVERSIFIED EN FY20 PO ROLLOVER		723
	426-4120-536.63-00	37,500	PO 75077 / PITTSBURG TANK FY20 PO ROLLOVER		723
	426-4120-536.63-00	45,300	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
	426-4120-536.63-00	2,690,036			
02/26/20	426-4120-536.63-00	(1,400)	Project Retainage Adj Resolution 2020-111		2039
6	Budget Amendments/Transfers		Division 4120 Total	$2,888,692	
18	Total Budget Amendments/Transfers		**WS CPTL PROJ 2018B**	**22,960,624**	

195 Transfers & Amendments between 10/1/2019 and 2/29/2020

FY 2020 TOTAL TRANSFERS & AMENDMENTS **35,858,479**

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 2020 - Budget Tracking Worksheets\FY 2020 EXPENSE Budget Tracking Worksheet.imr ran by Database User ID: cocoath

FY 2020 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 2/29/2020

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/09/19	001-0000-389.99-50	50,000	BA #20-001-A - PLANNING SVCS FOR COCOA PD		238
10/23/19	001-0000-331.20-05	22,166	BA #02-002-A - ACCEPT JAG GRANT FOR PD FOR FY20		312
	001-0000-331.20-12	10,507	BA #02-003-A - ACCEPT BVP GRANT FOR PD FOR FY20		312
11/22/19	001-0000-389.99-50	293,269	MOVE FUNDS FROM RESERVES FY20 PO ROLLOVER		722
01/13/20	001-0000-343.90-01	9,397	INC FDOT MEDIAN MAINT BUDGET; 2 QTRS FY20		1384
02/26/20	001-0000-337.20-02	16,541	Grant for Lucas System Resolution 2020-009		2039
6 Budget Amendments/Transfers			Division 0000 Total	$401,880	
6 Total Budget Amendments/Transfers			**GENERAL FUND**	**$401,880**	
11/22/19	103-0000-389.99-50	300,172	MOVE FUNDS FROM REVENUES FY20 PO ROLLOVER		722
02/26/20	103-0000-389.99-50	(14,466)	Project Retainage Adj Resolution 2020-111		2039
2 Budget Amendments/Transfers			Division 0000 Total	$285,706	
2 Total Budget Amendments/Transfers			**CDBG**	**$285,706**	
11/22/19	104-0000-389.99-50	400,000	MOVE FUNDS FROM REVENUES FY20 PO ROLLOVER		722
01/13/20	104-0000-389.99-10	3,863	INC HOME GRANT CRRYFORWRD MATCH HOME AGREEMENT		1385
2 Budget Amendments/Transfers			Division 0000 Total	$403,863	
2 Total Budget Amendments/Transfers			**BREVARD COUNTY HOME**	**$403,863**	
11/22/19	108-0000-389.99-50	834,332	MOVE FUNDS FROM REVENUES FY20 PO ROLLOVER		722
12/11/19	108-0000-381.91-01	19,937	SEC 108 LOAN SUBSIDY FEE JOE LEE SMITH CTR CONST		1106
	108-0000-389.99-50	(894,000)	SEC 108 LOANPROC HUD NOTE JOE LEE SMITH CENTER PROJ		1104
	108-0000-384.00-00	894,000			
02/26/20	108-0000-389.99-50	(6,630)	Project Retainage Adj Resolution 2020-111		2039
4 Budget Amendments/Transfers			Division 0000 Total	$847,639	
4 Total Budget Amendments/Transfers			**SEC 108 LOAN GUARANTEE**	**$847,639**	
11/22/19	110-0000-389.99-50	117,266	MOVE FUNDS FROM REVENUES FY20 PO ROLLOVER		722
	110-0000-389.99-10	221,427	ROLL FY19 BDGT LEE WENNER FY20 BUDGET ROLLOVER		720
12/11/19	110-0000-389.99-50	138,889	C&D CONST C/O #1 AGENDA 19-653		1107
3 Budget Amendments/Transfers			Division 0000 Total	$477,582	
3 Total Budget Amendments/Transfers			**CRA COCOA RDA**	**$477,582**	
11/22/19	111-0000-389.99-50	47,488	MOVE FUNDS FROM REVENUES FY20 PO ROLLOVER		722

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1 Budget Amendments/Transfers			Division 0000 Total	$47,488	
1 Total Budget Amendments/Transfers			**CRA DIAMOND SQUARE 626**	**$47,488**	
11/22/19	301-0000-389.99-50	2,774,807	MOVE FUNDS FROM RESERVES FY20 PO ROLLOVER		723
	301-0000-389.99-50	281,234	ROLL FY19 BDGT DR JOE LEE FY20 BUDGET ROLLOVER		720
02/26/20	301-0000-389.99-50	(47,364)	Project Retainage Adj Resolution 2020-111		2039
3 Budget Amendments/Transfers			Division 0000 Total	$3,008,677	
3 Total Budget Amendments/Transfers			**CAPITAL PROJECTS FUND**	**$3,008,677**	
11/22/19	302-0000-389.99-50	1,633,745	MOVE FUNDS FROM RESERVES FY20 PO ROLLOVER		723
	302-0000-389.99-50	2,474,143	ROLL FY19 BDGT HURR IRMA FY20 BUDGET ROLLOVER		720
12/11/19	302-0000-381.91-10	138,889	C&D CONST C/O #1 AGENDA 19-653		1107
	302-0000-381.91-10	148,878	COCOA CRA TXFR-PROMENADE RVRFRNT PROM OVERLOOKS		1102
	302-0000-381.91-10	100,000	COCOA CRA TXFR-PROMENADE RVRFRNT PROMENADE ENHNCE		1102
	302-0000-389.99-50	(225,000)	ROLL FIND GRANT REV #BV-CO-17-134		1100
	302-0000-337.30-15	225,000			
	302-0000-389.99-50	(427,100)	ROLL FIND GRANT REV #BV-CO-17-139E		1100
	302-0000-337.30-16	427,100			
02/26/20	302-0000-389.99-50	(16,099)	Project Retainage Adj Resolution 2020-111		2039
	302-0000-389.99-50	(1,719,250)	Reverse Duplicate Entry Resolution 2020-110		2039
9 Budget Amendments/Transfers			Division 0000 Total	$2,760,306	
9 Total Budget Amendments/Transfers			**RIVERFRONT/LEE WENNER PK**	**$2,760,306**	
11/22/19	303-0000-389.99-50	1,500,000	ROLL FY19 BDGT FISKE BLVD FY20 BUDGET ROLLOVER		720
1 Budget Amendments/Transfers			Division 0000 Total	$1,500,000	
1 Total Budget Amendments/Transfers			**FISKE BV CMPLT STRTSCAPE**	**$1,500,000**	
11/22/19	421-0000-389.99-50	1,895,690	MOVE FUNDS FROM RESERVES FY20 PO ROLLOVER		723
	421-0000-389.99-50	1,072,363	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
2 Budget Amendments/Transfers			Division 0000 Total	$2,968,053	
2 Total Budget Amendments/Transfers			**WATER/SEWER ENTERPRISE**	**$2,968,053**	
11/22/19	423-0000-389.99-50	138,075	MOVE FUNDS FROM RESERVE FY20 PO ROLLOVER		723
	423-0000-389.99-50	58,586	ROLL FY19 BDGT / SW PROJS FY20 BUDGET ROLLOVER		721
2 Budget Amendments/Transfers			Division 0000 Total	$196,661	
2 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$196,661**	
11/22/19	426-0000-389.99-50	1,498,331	MOVE FUNDS FROM RESERVES FY20 PO ROLLOVER		723
	426-0000-389.99-50	21,561,461	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
02/26/20	426-0000-389.99-50	(99,168)	Project Retainage Adj Resolution 2020-111		2039
3 Budget Amendments/Transfers			Division 0000 Total	$2,960,624	
3 Total Budget Amendments/Transfers			**WS CPTL PROJ 2018B**	**$2,960,624**	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
38	**Transfers & Amendments between 10/1/2019 and 2/29/2020**			
			FY 2020 TOTAL TRANSFERS & AMENDMENTS	**35,858,479**

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.

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Date: 3/5/2020