



**Agenda
City of Cocoa
Regular Meeting**

**January 14, 2025
6:00 PM**

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 January 14, 2025.
2. Minutes: Regular Meeting of September 10, 2024.
3. Minutes: Regular Meeting of October 8, 2024.

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), water and sewer customers (on matters related to the City's water and/or sewer system), and any person on any item on the agenda (except Emergency items, Ministerial items, Quasi-judicial items, and Public Hearing items), may address the City Council under Delegations by filling out a speaker card. Speaker cards are located in the Council Chamber lobby and should be provided to the City Clerk. Please observe the time limit of three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. Consent Agenda:

1. Sewer Field Operations Cured in Place Pipe Rehabilitation Services and Sanitary Sewer Cleaning (Insituform Technologies Inc.)
2. Approve a Sole Source Resolution for Exemption from Competitive Bidding to purchase portable and mobile radios and programming services from

Communications International for the Police Department and execute all applicable agreements for this purchase, in the amount of \$598,284.

3. Approve a Resolution Amending the FY25 Budget, BAF#25-020-A, for the Acceptance of Grant Revenue 15PBJA-24-GG-04542-JAGX Bureau of Justice Assistance Grant (JAG) local solicitation, in the amount of \$15,653 and Approve the Expenditures for Overtime and Recruitment Supplies.
4. Overview of Total State and Local Fiscal Recovery Funds (SLFRF) / American Rescue Plan Act (ARPA) spending and Request for Approval to Transfer Associated Funding to Replenish Annual Paving Budget.
5. Approve Second Addendum to Telecommunication Tower Collocation Agreement with T-Mobile South LLC (Tank Island Site - Merritt Island)
6. Approve a multi-year contract for Auction Services with George Gideon Auctioneers piggybacking off the Volusia County Agreement No. 24-B-184KW.

VI. Public Hearings:

1. Ordinance No. 13-2024. Second reading amending the Zoning Ordinance of the City of Cocoa to add Major Recreational Equipment Sales and Rental and limited types of Commercial Vehicle and Heavy Equipment Sales and Rental to the list of permitted uses in the General Commercial (C-G) zoning district and establishing conditions for such use
2. Ordinance No. 15-2024. Second Reading of an Ordinance amending the official zoning map designation of sixteen (16) parcels of real property, totaling 8.36 acres, more or less, and generally located adjacent to State Road 520 near the intersections with Virginia Avenue, Ruth Street, and Aurora Street, in Cocoa, Florida, more particularly depicted and described on exhibit "A" attached hereto, from Brevard County Single-family Residential (RU-1-9), General Retail Commercial (BU-1), and Retail, Warehousing & Wholesale Commercial (BU-2) to City of Cocoa General Commercial (C-G)
3. Ordinance No. 14-2024. Second reading of an ordinance adopting a large scale Comprehensive Plan text amendment; amending a policy in the future land use element related to the mixed-use future land use category, establishing the authorized uses permitted on the ground floor of a mixed use building, such mixed-use buildings being eligible for residential density bonuses generally of an additional five (5) dwelling units per acre for vertical mixed-use buildings and up to 125 dwelling units per acre for vertical mixed-use projects in the very limited geographical area identified in Policy 1.1.2.6 of the Comprehensive Plan and requiring a development agreement by the city council under certain terms and conditions deemed necessary and acceptable to the City Council

VII. Council Business:

1. Council approval on the updates to the UpStart Cocoa Minority and Small Business Program to foster the growth of small businesses in the City of Cocoa and approval of Budget Adjustment to roll over allocated funds from previous years.
2. Consideration of the 2025 City Council meeting date additions and cancellations.

VIII. City Business:

1. Brevard County Interlocal Agreements for Billing Fees Related to FA and SA

IX. Informational Agenda:

1. FY 2025 November Budget adjustments
2. 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)
3. 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)
4. Finance Department is providing details related to FY24 Surplus Revenue from Auction Sales.
5. Report to Council of the Local Preference Award Listing for FY24.
6. Bi-weekly Report from December 6, 2024 - January 9, 2025.
7. Informational Only - The City of Cocoa's Open Board Vacancies.

X. Reports:

XI. Adjournment:

XII. Notice to the Public:

This is a public meeting. All interested parties may attend in person. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours

prior to the meeting: Monica Arsenault, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8488 or via email at marsenault@cocoafl.gov. Additionally, interested persons may view or listen to the meeting electronically at the following internet sites:

1. <https://tinyurl.com/s5e875r> or
2. <https://cocoa.legistar.com/DepartmentDetail.aspx?ID=26365&GUID=FF9D3369D354-4FAB-800A-57D0AEE30153&Mode=MainBody>

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

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

Although members of the public are entitled to be heard by the City Council on certain items on the meeting agenda pursuant to the City Council Rules of Procedure, members of the public are not entitled to an immediate response by either administrative staff members or Council; however, the City Council or administrative staff may provide a response at their discretion.

When presenting before the City Council, all comments or questions should be directed to the Mayor or the chair of the meeting. Comments or questions should not be made directly to administrative staff without permission from the Mayor or chair.

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

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

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

CITY COUNCIL AGENDA ITEM

Memo Date: 11/26/2024
Agenda Date: 1/14/2025
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Approve the January 14, 2025 Regular City Council meeting agenda as written or with amendments.

BACKGROUND:

N/A

PRIORITY AREA CONNECTION:

Community Outreach and Engagement
Organizational Effectiveness

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the January 14, 2025 Regular City Council meeting agenda as written or with amendments.



**Agenda
City of Cocoa
Regular Meeting**

**January 14, 2025
6:00 PM**

65 Stone Street, Cocoa, FL 32922

This Agenda may be Amended up until or at the Meeting

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 January 14, 2024. (2024-179)
2. Minutes: Regular Meeting of September 10, 2024. (2024-180)
3. Minutes: Regular Meeting of October 8, 2024. (2025-36)

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), water and sewer customers (on matters related to the City's water and/or sewer system), and any person on any item on the agenda (except Emergency items, Ministerial items, Quasi-judicial items, and Public Hearing items), may address the City Council under Delegations by filling out a speaker card. Speaker cards are located in the Council Chamber lobby and should be provided to the City Clerk. Please observe the time limit of three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. Consent Agenda:

1. Sewer Field Operations Cured in Place Pipe Rehabilitation Services and Sanitary Sewer Cleaning (Insituform Technologies Inc.) (2024-181). (Utilities Director)
2. Approve a Sole Source Resolution for Exemption from Competitive Bidding to purchase portable and mobile radios and programming services from

Communications International for the Police Department and execute all applicable agreements for this purchase, in the amount of \$598,284. (2024-216). (Police Chief)

3. Approve a Resolution Amending the FY25 Budget, BAF#25-020-A, for the Acceptance of Grant Revenue 15PBJA-24-GG-04542-JAGX Bureau of Justice Assistance Grant (JAG) local solicitation, in the amount of \$15,653 and Approve the Expenditures for Overtime and Recruitment Supplies. (2024-223). (Police Chief)
4. Overview of Total State and Local Fiscal Recovery Funds (SLFRF) / American Rescue Plan Act (ARPA) spending and Request for Approval to Transfer Associated Funding to Replenish Annual Paving Budget. (2024-254). (Finance Director)
5. Approve Second Addendum to Telecommunication Tower Collocation Agreement with T-Mobile South LLC (Tank Island Site - Merritt Island) (2025-33). (City Attorney)
6. Approve a multi-year contract for Auction Services with George Gideon Auctioneers piggybacking off the Volusia County Agreement No. 24-B-184KW. (2024-253). (Finance Director)

VI. Public Hearings:

1. Ordinance No. 13-2024. Second reading amending the Zoning Ordinance of the City of Cocoa to add Major Recreational Equipment Sales and Rental and limited types of Commercial Vehicle and Heavy Equipment Sales and Rental to the list of permitted uses in the General Commercial (C-G) zoning district and establishing conditions for such use. (2025-10). (Planner)
2. Ordinance No. 15-2024. Second Reading of an Ordinance amending the official zoning map designation of sixteen (16) parcels of real property, totaling 8.36 acres, more or less, and generally located adjacent to State Road 520 near the intersections with Virginia Avenue, Ruth Street, and Aurora Street, in Cocoa, Florida, more particularly depicted and described on exhibit "A" attached hereto, from Brevard County Single-family Residential (RU-1-9), General Retail Commercial (BU-1), and Retail, Warehousing & Wholesale Commercial (BU-2) to City of Cocoa General Commercial (C-G). (2025-12). (Planner)
3. Ordinance No. 14-2024. Second reading of an ordinance adopting a large scale Comprehensive Plan text amendment; amending a policy in the future land use element related to the mixed-use future land use category, establishing the authorized uses permitted on the ground floor of a mixed use building, such mixed-use buildings being eligible for residential density bonuses generally of an additional five (5) dwelling units per acre for vertical mixed-use buildings and up to 125 dwelling units per acre for vertical mixed- use projects in the very limited geographical area identified in Policy 1.1.2.6 of the Comprehensive Plan and requiring a development agreement by the city council under certain terms and conditions deemed necessary and acceptable to the City Council. (2025-11). (Planner)

VII. Council Business:

1. Council approval on the updates to the UpStart Cocoa Minority and Small Business Program to foster the growth of small businesses in the City of Cocoa and approval of Budget Adjustment to roll over allocated funds from previous years. (2024-243). (Comm. & Econ. Dev. Director)
2. Consideration of the 2025 City Council meeting date additions and cancellations. (2025-25). (Administrative Services Director)

VIII. City Business:

1. Brevard County Interlocal Agreements for Billing Fees Related to FA and SA. (2024-237). (Finance Director)

IX. Informational Agenda:

1. FY 2025 November Budget adjustments. (2024-238). (Finance Director)
2. 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. (2024-239). (Finance Director)
3. 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. (2024-240). (Finance Director)
4. Finance Department is providing details related to FY24 Surplus Revenue from Auction Sales. (2024-241). (Finance Director)
5. Report to Council of the Local Preference Award Listing for FY24. (2024-242). (Finance Director)
6. Bi-weekly Report from December 6, 2024 - January 9, 2025. (2025-37). (City Manager)
7. Informational Only - The City of Cocoa's Open Board Vacancies. (2025-38). (Administrative Services Director)

X. Reports:

XI. Adjournment:

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CITY COUNCIL AGENDA ITEM

Memo Date: 11/26/2024
Agenda Date: 1/14/2025
Prepared By: Monica Arsenault, City Clerk
Through: Monica Arsenault, City Clerk
Requested Action: Approve the September 10, 2024 Regular City Council meeting minutes as written or with amendments.

BACKGROUND:

N/A

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the September 10, 2024 Regular City Council meeting minutes as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

September 10, 2024

A Regular City Council Meeting was held on Tuesday, September 10, 2024, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

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

Bishop Ferguson provided the invocation and Councilmember Koss led the assembly in the Pledge of Allegiance.

The City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	Lavander Hearn	Deputy Mayor
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney
	Stockton Whitten	City Manager
	Monica Arsenault	City Clerk

ABSENT:

OTHER STAFF MEMBERS PRESENT:

Abby Morgan, Public Works Director; Rebecca Bowman, Finance Director; Charlene Neuterman, Community Services Director; Samantha Senger, Communications and Economic Development Director; Evander Collier, Police Chief; Jack Walsh, Utilities Director; Tammy Gemmati, Administrative Services Director; Mitch Lawyer, Systems and Support Manager; Megan Crutcher, Help Desk Support Tech; Luci Ribeiro, Planner; and Jennifer Webster, Senior Planner.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of September 10, 2024. (24-533).

- * **MOTION by Councilmember Koss; Seconded by Councilmember Goins to approve the agenda for the Regular meeting of September 24, 2024 as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Goins, Koss, Weeks

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Minutes: (a) Special Meeting of July 10, 2024. (24-532).

- * **MOTION by Deputy Mayor Hearn; Seconded by Councilmember Koss to approve the minutes for the Special City Council meeting of July 10, 2024 as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Goins, Koss, Weeks

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. Presentation by Space Coast Transportation and Planning Organization (SCTPO) Consultant HDR Engineering, Inc. on the Intermodal Station Feasibility Study Findings. (24-506). (Space Coast TPO)

Laura Carter, Assistant Director for the Space Coast TPO, provided a presentation to Council on the Intermodal Station Feasibility Study Findings, and explained that the purpose of the study is to explore how a Brightline station could improve connectivity for Brevard County residents and visitors while encouraging investment and job creation. She also shared the ideas for conceptual features and amenities.

2. Proclamation: Proclaiming the month of September as "National Suicide Prevention Month." (24-528). (Wayne Price)

Deputy Mayor Hearn read a proclamation into the record recognizing National Suicide Prevention Month.

3. Proclamation recognizing Odeika Giscombe. (24-530). (Councilmember Goins)

Councilmember Goins read a proclamation into the record recognizing Odeika Giscombe.

4. Recognition of Councilmember Lorraine Koss for a FLC achievement. (Walk-on item)

Mayor Blake congratulated Councilmember Koss for achieving a gold Florida League of Cities University Certificate for Elected Municipal Officials.

Councilmember Weeks read her congratulatory letter into the record.

IV. Delegations:

Louella Edwards, 1046 Olive St., Cocoa and Leola Dawkins, 510 N. Kentucky Ave., Cocoa, wished to speak about a fence that was removed from her property. She was told that the fence was going to be replaced, but in the process of it being removed, she was told that the fence was in fact on City property and would not be replaced. She would like to see someone held accountable.

Additionally, Ms. Dawkins added that next to her property is a piece of vacant land. There was people working on the land and they keep leaving their trash and debris. She has been picking it up but would like to ask that people clean up after themselves.

In response, Mayor Blake stated that the City Manager would get to the bottom of the issues and would be reaching out to them.

Holly Nellis, Rockledge, is the owner and creator of Pivotal Moments, a dance company, which a professional and pre-professional company based out of Cocoa. She previously owned Dance by Holly Rock for thirty-five years which was also based in Cocoa and closed its doors this past summer. Her hope is for Pivotal Moments to enrich the community and expand and attract professional dancers from all over the country.

Councilmember Weeks shared that she was aware that Ms. Nellis had been in talks with previous Councilmember Matthew Barringer and had asked her to come this evening to see what her next steps might be.

Councilmember Koss added that she thinks a dance studio would be a great addition to Cocoa Village but asked Ms. Nellis to clarify what her ask is.

She explained that in addition to using the amphitheater space, she would also like to rent a space in the Civic Center to use as a home base for her studio. She would be willing to share the space with others as well, and hoped the City of Cocoa would be willing to work with her.

Councilmember Goins suggested that she speak with Leisure Services about her ideas as there may be another space that's better suited for her needs. This is because the Civic Center is regularly used for classroom space, birthday parties, baby showers and other events.

Ms. Senger stated that she would reach out to Ms. Nellis.

Gregg Stoll, 2203 Salem Dr., Cocoa, spoke about the contention that took place when HDR Engineering did their presentation at a recent County meeting. He talked about Brightline's ticket pricing and asked Council to consider offering their support and backing to future potential stations in other areas which will ultimately affect the cost of train tickets.

V. Consent Agenda:

(A) General Consent Items:

1. Approve a Resolution Amending the FY24 Budget, BAF#24-119-PT Requesting to Re-Allocate the Remaining Balance of the ARPA (American Rescue Plan Act) money from the purchase of an Air Conditioner for the Police Department which came in under budget, to four other buildings identified by Staff. (24-453). (Public Works Director)
2. Approve a Resolution Amending the FY24 Budget, BAF# 24-127-A to accept HVE Grant Revenue for \$5,000 in Overtime for High Visibility Enforcement activities implemented to mitigate crashes. (24-490). (Police Chief)
3. Authorize the City Manager to renew a maintenance agreement to provide critical IT infrastructure, pending the Adoption of the FY25 Budget. (24-502). (Chief Technology Officer)

*****This Item is Confidential per FS 119.0725 and Not for Public Release*****

4. Approve Task and Agreement for Process to Issue an Agricultural Use Consumptive Use Permit to East Central Florida Service for the Taylor Creek Reservoir/St. Johns River Water Supply Permitting pursuant to the Taylor Creek

Reservoir/St. Johns River (TCR/SJR) Water Supply Agreements with Orange County, Toho Water Authority, Orlando Utilities Commission and East Central Florida Services, Inc. (Water Suppliers). (24-512). (Utilities Director)

5. To Approve Awards to Carmeuse Lime and Stone, Inc.; Genesis Alkali, LLC; Tanner Industries, Inc.; Univar Solutions USA, Inc.; Matheson Tri-Gas, Inc.; Thatcher Chemical of Florida, Inc; and Linde, Inc. under solicitation B-25-01-BCPEPC. Authorize the City Manager to Negotiate Multi-Year Contracts if in the best interest of the City, Execute Related Amendments and Purchase Orders up to the approved budget amount, pending the Adoption of the FY2025 Budget. (24-513). (Utilities Director)
6. Approve policy renewal for Workers' Compensation Specific Excess Insurance with Safety National Casualty Corporation for the period of October 1, 2024 through September 30, 2025, with an estimated annual premium of \$202,401, pending approval of the FY2025 budget. (24-519). (Administrative Services Director)

(B) Multi-Year Contracts:

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

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Goins, Koss, Weeks

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

1. Approve Ordinance 12-2024 amending Appendix A, Article XI, Section 3, of the code of the City of Cocoa to create new minimum yard requirements applicable to properties located in the Diamond Square Community Redevelopment Area zoned RU-1-7 zoning district. (24-473). (City Planner)

City Attorney Garganese announced that this is the Second and Final Reading of this Ordinance and read the title into the record as follows:

Ordinance 12-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING APPENDIX A, ARTICLE XI, SECTION 3, OF THE CODE OF THE CITY OF COCOA TO CREATE

NEW MINIMUM YARD REQUIREMENTS APPLICABLE TO PROPERTIES LOCATED IN BOTH THE RU-1-7 ZONING DISTRICT AND THE DIAMOND SQUARE COMMUNITY REDEVELOPMENT AREA; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, INCORPORATION INTO THE COMPREHENSIVE PLAN, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

Mayor Blake opened the Hearing to the public.

There being no questions or comments, the public portion of the Hearing was closed.

*** MOTION by Mayor Blake; Seconded by Councilmember Goins to approve Ordinance 12-2024.**

2. Consideration of Ordinance 08-2024, a City-initiated Future Land Use Map (FLUM) Amendment consistent with Florida Statute Chapter 163, of (20) parcels of real property totaling approximately 3.36 acres from City of Cocoa "Commercial" to City of Cocoa "Neighborhood Commercial." (24-525). (City Planner)

City Attorney Garganese announced that this is the First Reading and read the title into the record as follows:

Ordinance 08-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR TWENTY (20) PARCELS OF REAL PROPERTY WITHIN THE CITY OF COCOA TOTALING 3.36 ACRES, MORE OR LESS, AND GENERALLY LOCATED ALONG COCOA PLACE, WEST OF THE INTERSECTION OF COCOA PLACE AND NORTH COCOA BOULEVARD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION OF SAID PARCELS FROM "COMMERCIAL" TO "NEIGHBORHOOD COMMERCIAL;" PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, INCORPORATION INTO THE COMPREHENSIVE PLAN, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

Ms. Webster provided a presentation¹ for the item and explained that this is a City initiated FLUM amendment.

Mayor Blake opened the Hearing to the public.

There being no questions or comments, the public portion of the Hearing was closed.

- * **MOTION by Deputy Mayor Hearn; Seconded by Mayor Blake to approve Ordinance 08-2024 on First Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Goins, Koss, Weeks

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Consideration of Ordinance 09-2024, a City-initiated Zoning Map Amendment to change the Zoning category of (18) parcels of real property totaling approximately 3.1 acres from City of Cocoa RU-1-7 "Single-Family Residential" to C-N "Neighborhood Commercial." (24-526). (City Planner)

City Attorney Garganese announced that this is the First Reading and read the title into the record as follows:

Ordinance 09-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF EIGHTEEN (18) PARCELS OF REAL PROPERTY TOTALING 3.1 ACRES, MORE OR LESS, AND GENERALLY LOCATED ALONG COCOA PLACE, WEST OF THE INTERSECTION OF COCOA PLACE AND NORTH COCOA BOULEVARD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM RU-1-7 (SINGLE-FAMILY RESIDENTIAL) TO C-N (NEIGHBORHOOD COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Webster provided a presentation² on the item.

Mayor Blake opened the Hearing to the public.

¹ Exhibit A: Ordinance 08-2024 – Future Land Use Map Amendment Presentation

² Exhibit B: Ordinance 09-2024 – Zoning Map Amendment Presentation

There being no questions or comments, the public portion of the Hearing was closed.

- * **MOTION by Councilmember Weeks; Seconded by Mayor Blake to approve Ordinance 09-2024 on First Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Goins, Koss, Weeks

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. Council Business:

1. Consider the reappointment of Melissa Acosta-Bonilla to fill a Regular member vacancy on the Code Enforcement Board through June, 2027. (24-441). (Administrative Services Director)

- * **MOTION by Councilmember Koss; Seconded by Councilmember Weeks to approve the reappointment of Melissa Acosta-Bonilla on the Code Enforcement Board through June 30, 2027.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Goins, Koss, Weeks

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Request reappointment of Ms. Marian Jackson as a Regular member of the Housing Authority of the City of Cocoa through December 31, 2027. (24-515). (Administrative Services Director)

- * **MOTION by Mayor Blake; Seconded by Councilmember Weeks to approve the reappointment of Marian Jackson on the Cocoa Housing Authority through December 31, 2027. (7:46)**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Goins, Koss, Weeks

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Consider the reappointment of Mr. Michael Kirn and/or appointments of Nicholas Blankenship or Keith Wall as members of the Police Pension Board through September 30, 2028; and ratify the appointment of Mr. John A. Casey to the Police

Pension Board as the fifth member through September 30, 2028. (24-524). (Administrative Services Director)

Council submitted voting forms to Ms. Gemmati to tally the nominations.

Ms. Gemmati shared that Nicholas Blakenship was voted number one, but the two other applicants tied.

- * **MOTION by Councilmember Goins; Seconded by Mayor Blake to appoint Keith Wall and Nicholas Blankenship as members to the Police Pension Board through September 30, 2028.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Goins, Koss, Weeks

THE MOTION CARRIED UNANIMOUSLY (5-0)

- * **MOTION by Councilmember Koss; Seconded by Councilmember Weeks to ratify the appointment of Mr. John A. Casey to the Police Pension Board as the fifth member through September 30, 2028.**

AYES: Blake, Hearn, Goins, Koss, Weeks

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Consider the reappointment of Ms. Sherry Woodhouse as a member of the General Pension Board through September 30, 2027. (24-529). (Administrative Services Director)

- * **MOTION by Councilmember Goins; Seconded by Deputy Mayor Hearn to reappoint Sherry Woodhouse to the General Pension Board through September 30, 2027.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Goins, Koss, Weeks

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Approve Final Development Order reversing the Board of Adjustment's decision and denying Farm Bar, Inc.'s application for a Special Exception application for a "bar or lounge, with or without a package store" at 638 Brevard Avenue, Cocoa, Florida. (24-521). (City Attorney)

City Attorney Garganese explained that on August 27, 2024, a public hearing was duly noticed and held before the City Council of the City of Cocoa ("City Council") pursuant to Appendix A, Zoning, Article XVIII, Section 1, of the Zoning Ordinance of the City of Cocoa regarding the appeal filed by Aleck Greenwood of the Board of Adjustment's decision approving with conditions a Special Exception application for a "bar or lounge, with or without a package store" at 638 Brevard Avenue, Cocoa, Florida.

Having heard the arguments, evidence and testimony presented, and having reviewed the record and being otherwise fully advised, the City Council on August 27, 2024, the City Council unanimously reversed the decision of the Board of Adjustment and denied the special exception request. Council directed that its decision be memorialized in a written final order and brought back for Council's approval at this meeting.

It was pointed out that Councilmember Weeks served on the Board of Adjustment during the time the decision was made by the Board. For this reason, Ms. Weeks recused herself from the vote³.

- * **MOTION by Deputy Mayor Hearn; Seconded by Councilmember Koss to approve the Final Development Order reversing the Board of Adjustment's decision and denying Farm Bar, Inc.'s application for a Special Exception application for a "bar or lounge, with or without a package store" at 638 Brevard Avenue, Cocoa, FL.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Goins, Koss, Weeks

THE MOTION CARRIED UNANIMOUSLY (5-0)

6. Approval of Petition for Annexation and related consent forms and affidavit for the voluntary annexation into the City of Orlando of twenty-three (23) parcels of land owned by the City of Cocoa in Orange County and authorizing the City Manager to execute said documents. [Note: The approval is subject to reconsideration and rescission by the City Council under the condition stated in this Agenda Item and approval of the annexation agreement by the cities of Cocoa and Orlando. (24-523). (City Attorney)]

City Attorney Garganese explained that the City of Cocoa is the owner of a number of parcels of land in Orange County related to the City of Cocoa's regional water system. The parcels were acquired many years ago and contain wells that are

³ Exhibit C: Voting Conflict Form 8B

connected to a water transmission line providing potable water supply to the City's Dyal Water Treatment Plant also located within Orange County along SR 520.

Several months ago, the City Council approved participation in a voluntary annexation by the City of Orlando of an area largely comprised of the Sunbridge planned development. At that time, ten (10) parcels of land owned by the City of Cocoa were included in the annexation.

Recently, the City of Cocoa was approached by Farmland Reserve, Inc. (Deseret Ranch) about participating in an additional voluntary annexation by the City of Orlando of a large area lying east of the previous annexation. The area is predominantly owned by Farmland Reserve with the exception of the City of Cocoa's parcels which are scattered around Farmland's property. The City of Cocoa and Farmland Reserve have had a very cooperative relationship for several decades regarding Farmland's operations and the City of Cocoa's water utility system that are located within the proposed annexed area, and Staff supports Farmland Reserve's request. Farmland Reserve has expressed a desire to Orlando and the City of Cocoa to annex their property at this time and they are seeking the City of Cocoa's cooperation. Within the proposed annexation area, the City of Cocoa owns eight (8) parcels along Dallas Blvd. south of State Rd 528 and fifteen (15) parcels along Weewahotee Rd. and Pipeline Rd. west of Taylor Circle (approx. 223 total acres).

Micky Grindstaff, attorney with Shutts and Bowens Orlando office, shared that he is here to represent Deseret Ranch and to answer questions. His clients are excited about this and are looking forward to continuing their relationship with the City of Cocoa.

- * **MOTION by Mayor Blake; Seconded by Deputy Mayor Hearn to approve a Petition for Annexation and related consent forms and affidavit for the voluntary annexation into the City of Orlando of twenty-three (23) parcels of land owned by the City of Cocoa in Orange County and authorize the City Manager to execute said documents. [Note: The approval is subject to reconsideration and rescission by the City Council under the condition stated in this Agenda Item and approval of the annexation agreement by the cities of Cocoa and Orlando]**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Goins, Koss, Weeks

THE MOTION CARRIED UNANIMOUSLY (5-0)

7. Request for approval of payments for the Space Coast Black Chamber Gala, City membership, and Board of Directors investments fee. (24-534). (Deputy Mayor Hearn)

Deputy Mayor Hearn shared that when he initially brought this forward to Council he misspoke about the two fees as they are separated from one another. Originally, he thought the sponsorship fee would cover both the table and the annual membership, but they are in fact two different payments.

City Manager Whitten clarified that there are actually three different fees. They are as follows:

- Space Coast Black Chamber Gala is \$1500
- Chamber Membership is \$500
- Board of Directors investment fee is \$1000

Ms. Bowman also clarified that these are annual fees, but the Gala sponsorship is optional every year.

Councilmember Goins shared that he is okay with paying the sponsorship for the Gala as that event already took place and Council had already agreed to sponsor a table, and he is in agreement with the \$500 Chamber membership fee. He is not in agreement with the Board of Directors investment fee.

Councilmember Weeks reiterated Councilmember Goins' comments and agrees with him.

City Manager Whitten also shared that he is on a different Board of Directors as a representative for the City and there is no investment fee.

Councilmember Koss stated that these types of fees are actually quite common, however they may not necessarily be called an "investment fee".

- * **MOTION by Deputy Mayor Hearn; Seconded by Councilmember Koss to approve \$500 for the membership and \$1,000 investment fees as an annual cost.**

THE VOTE ON THE MOTION WAS:

AYES: Hearn, Koss

NAYES: Blake, Goins, Weeks

THE MOTION DIED (2-3)

- * **MOTION by Councilmember Goins; Seconded by Councilmember Weeks to approve \$500 for the membership as an annual cost.**

THE VOTE ON THE MOTION WAS:

AYES: Hearn, Goins, Koss, Weeks

NAYES: Blake

THE MOTION PASSED (4-1)

VIII. City Business:

1. Requesting a change in the route for the upcoming Alzheimer's Walk 9/21/2024. (24-498). (Comm. & Econ. Development Director)

- * **MOTION by Councilmember Koss; Seconded by Mayor Blake to approve the item.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Goins, Koss, Weeks

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Request for Proposal for the purchase/disposal of surplus real estate for the development of affordable housing in the Michael C. Blake subdivision and other selected parcels in Cocoa, Florida 32922, situated in the Diamond Square Community Redevelopment Area⁴. (24-536). (City Manager)

City Manager Whitten talked about the five homes in the Michael C. Blake subdivision and their new homeowners.

Additionally, he explained that the RFP invites developers and interested parties to submit a proposal to purchase all parcels within the subdivision and surrounding parcels. This RFP is substantially based on the RFP recently used by the Cocoa CRA for a different property located at 603 Brevard Avenue and the City for property located at 915 Florida Avenue should already be familiar to the City Council. The intent section of the RFP is outlined as follows:

- The City of Cocoa will sell the property identified in Exhibits "A" and "B" to develop, construct, and sell single family affordable housing units consistent with the CRA's and City's policies and objectives located within the Diamond Square Community Redevelopment Area in Cocoa, Florida.

⁴ Mayor Blake left the room at 8:32pm and returned at 8:35pm

- The City of Cocoa is fee-title owner of the subject Property. The City intends to provide site control by fee-simple conveyance, subject to final approval by City Council. The Property will be sold to the successful developer pursuant to the terms and conditions of a Development Agreement. The Property will be sold on an “as-is” basis and conveyance will occur after site-plan approval.
- The City is seeking proposals that offer the opportunity to develop the greatest number of affordable housing units within the subdivision.
- The homes must meet the minimum living area square footage of 1,200 sq. feet and must not exceed the current maximum HUD sales price of \$273,000.
- It is the City’s intent that as an affordable housing development the homes must benefit buyers with household income levels ranging from 30% to 120% of Brevard County’s Area Median Income (AMI).
- The successful developer will be required to obtain all required permits for construction. It shall be the responsibility of the proposers to diligently conduct additional research to verify permitting requirements for the project.
- The City will consider the following incentives to facilitate the project:
 - Assistance with the application and receipt of any City regulatory approvals as required for site plan approval.
 - Streetscape improvements within the right-of-way.
 - Waiver of certain permit fees.
 - Waiver of certain impact fees.

The selected developer will be required to enter into a binding development agreement with the City which will set forth the agreed upon terms and conditions of the selected development proposal including a development schedule under which the project will be completed.

Additionally, City Manager Whitten pointed out that an evaluation committee would be made up of Ms. Neuterman, Ms. Bowman and a member of the Diamond Square CRA.

- * **MOTION by Deputy Mayor Hearn; Seconded by Councilmember Weeks to authorize the City Manager to publish RFP# P24-XX-COC, in accordance with the Community Redevelopment Act of 1969, to solicit proposals for the purchase/disposal of surplus real estate for the development of affordable housing in the Michael C. Blake subdivision and other selected parcels located in the Diamond Square Redevelopment Area.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Goins, Koss, Weeks

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approve a one-year policy renewal for the General Insurance Program with Florida League of Cities, Inc., for the period October 1, 2024 through September 30, 2025 with an estimated premium of \$2,175,789 pending approval of the FY2025 budget. Approve a resolution to waive competitive bidding. Authorize the City Manager to execute the agreement, if necessary. (Administrative Services Director) (24-472). (Administrative Services Director)

- * **MOTION by Mayor Blake; Seconded by Councilmember Weeks to approve a one-year policy renewal for the General Insurance Program with Florida League of Cities, Inc., for the period October 1, 2024 through September 30, 2025 with an estimated premium of \$2,175,789 pending approval of the FY2025 budget. Approve a resolution to waive competitive bidding. Authorize the City Manager to Execute the Agreement, if necessary.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Goins, Koss, Weeks

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. Informational Agenda:

1. Bi-weekly Report from August 26 - September 6, 2024. (24-527). (City Manager)
2. City of Cocoa's Open Board Vacancies. (24-531). (City Clerk)
3. Planning & Zoning Project Updates Report. (24-535). (City Manager)

X. Reports:

Gregg Stoll, spoke about their Space Coast TPO meeting that took place yesterday and provided Council with an update.

Ms. Senger shared that on Tuesday, October 1st at 4pm Provost Park will have its re-opening event prior to the National Night Out celebration.

Additionally, Amazon announced their hiring event for the Cocoa facility. New positions will be posted this coming Friday, and more information will be on the City's website.

Lastly, Ms. Senger noted that she had forwarded calendar invites to Council for their annual Economic Development Update which will take place on January 15, 2025 from 4pm to 6:30pm.

Councilmember Koss gave a District 4 update. She added that her Townhall meeting is coming up on October 15th at the Travis Recreational Center beginning at 6pm. This will give citizens an opportunity to meet staff and ask questions.

Deputy Mayor Hearn gave kudos to the Cocoa High School football team for their great performance. They will have another game this Friday against Heritage. Additionally, the bulk trash is still an issue and he was wondering if Code Enforcement could get involved. In response, City Manager Whitten and Ms. Senger shared that post cards were sent out with contact information for people to call about their trash pickup. If they are still having issues they can contact Public Works and they can reach out to Waste Management directly.

Deputy Mayor Hearn suggested a Trunk or Treat event at Cocoa City Hall and would love to see staff and Council get involved. In response, Ms. Senger shared that there is a Fall festival on the Saturday prior to Halloween in Cocoa Village where a lot of the merchants participate in giving out candy. There is also a golf cart parade, a costume contest and other activities.

Councilmember Weeks provided an update on District 3 and shared several photos. She talked about Adamson Creek and the stormwater pollution prevention signs.

She attended the Sustainability Advisory Committee meeting last week and also attended the Space Coast League of Cities dinner last night.

Councilmember Goins thanked Ms. Morgan and the streets crew for helping last Saturday.

Additionally, Cocoa's football team is facing some financial challenges and are asking for help with water, post and pre-game meals, Gatorade, assistance with the costs for bussing, and other expenses. He would like to see if Council might be interested in providing some assistance.

In response, Mayor Blake recommended that they file a donation application for a \$1,000 donation.

Councilmember Goins agreed, however they need help with a game next week in Venice.

Further discussion was held on where assistance can be obtained.

Lastly, on Wednesday October 15, 2024, from 3pm to 5pm there will be free fluoride cleanings hosted by Eastern Florida State College.

Mayor Blake shared pictures from several events he recently attended, including the Space Coast League of Cities dinner, a community garden event and the Florida League of Cities conference.

XI. Adjournment:

- * MOTION by Councilmember Weeks; Seconded by Councilmember Goins to adjourn the Regular meeting of September 10, 2024.**

AYES: Blake, Hearn, Goins, Koss, Weeks

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 9:27 p.m.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, CMC, City Clerk

CITY COUNCIL MEETING

SEPTEMBER 24, 2024



ORD 08-2024: 2nd Reading

FUTURE LAND USE MAP AMENDMENT

COCOA PLACE

COCOA
FLORIDA



Cocoa Place – FLUM Amendment Location Map

COCOA
FLORIDA



- **Applicant:** City of Cocoa.
- **Purpose:** to correct an inconsistency between the current Future Land Use of “Commercial” and the current Zoning of “RU-1-7”. (incompatible)
- **Goal:** to allow the expansion of current single-family use and redevelopment of property.

Cocoa Place – FLUM Amendment

COCOA
FLORIDA



**Future
Land Use
“FLU”**

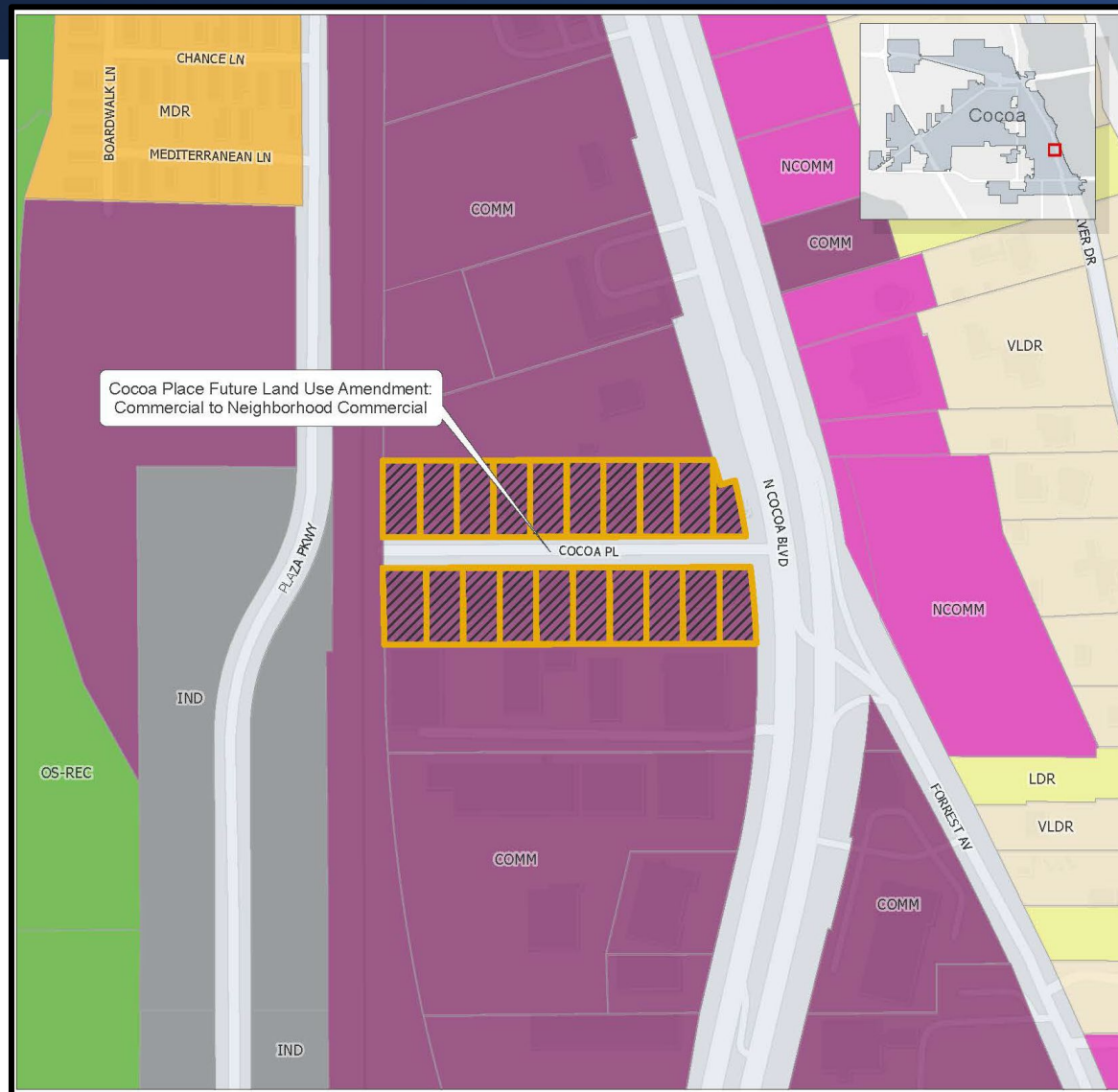
VS

Zoning

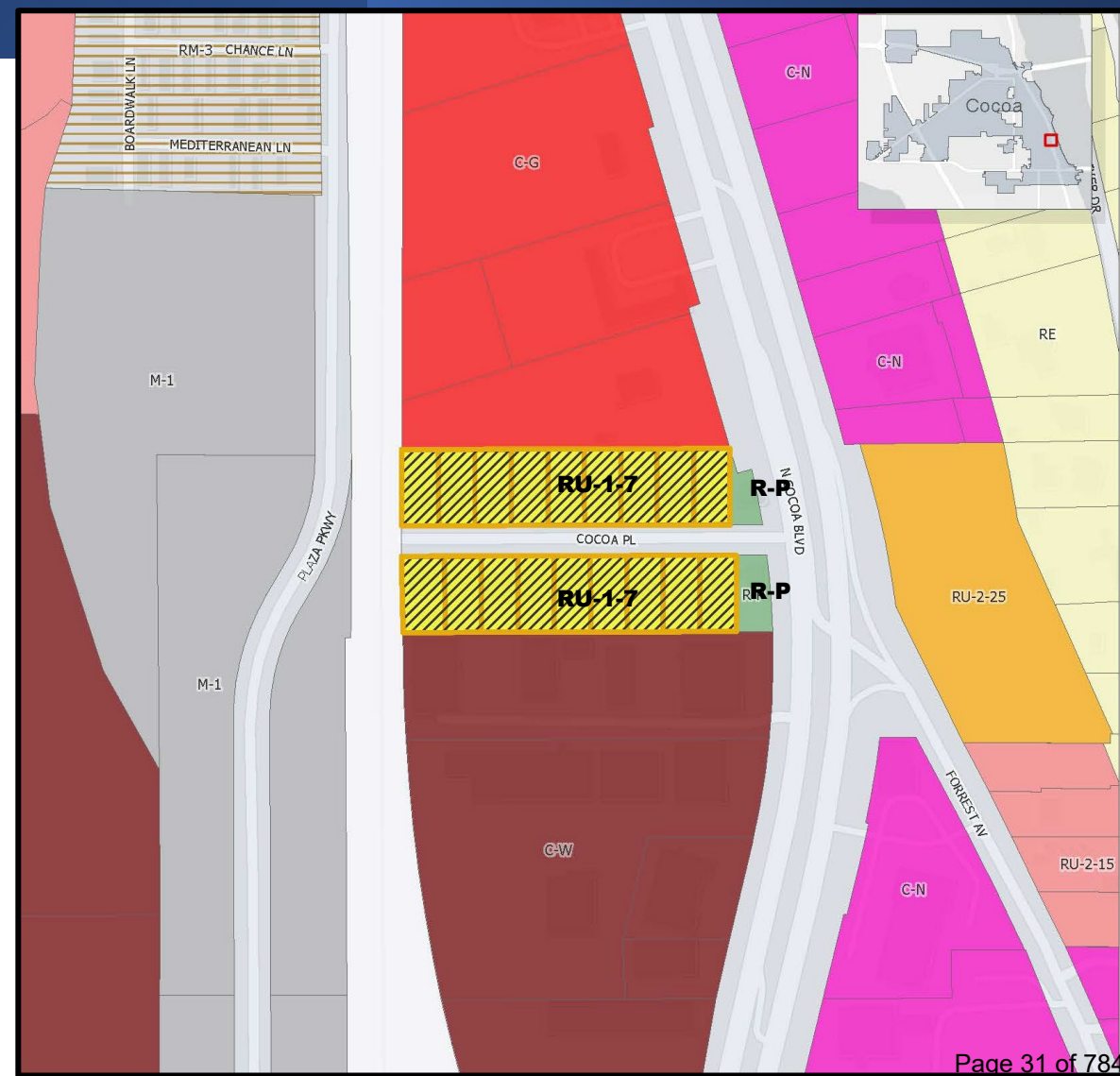
Guides Growth

Implements Standards

Current Future Land Use: Commercial



Current Zoning: RU-1-7 and R-P “Single Family Residential” and “Residential Professional”

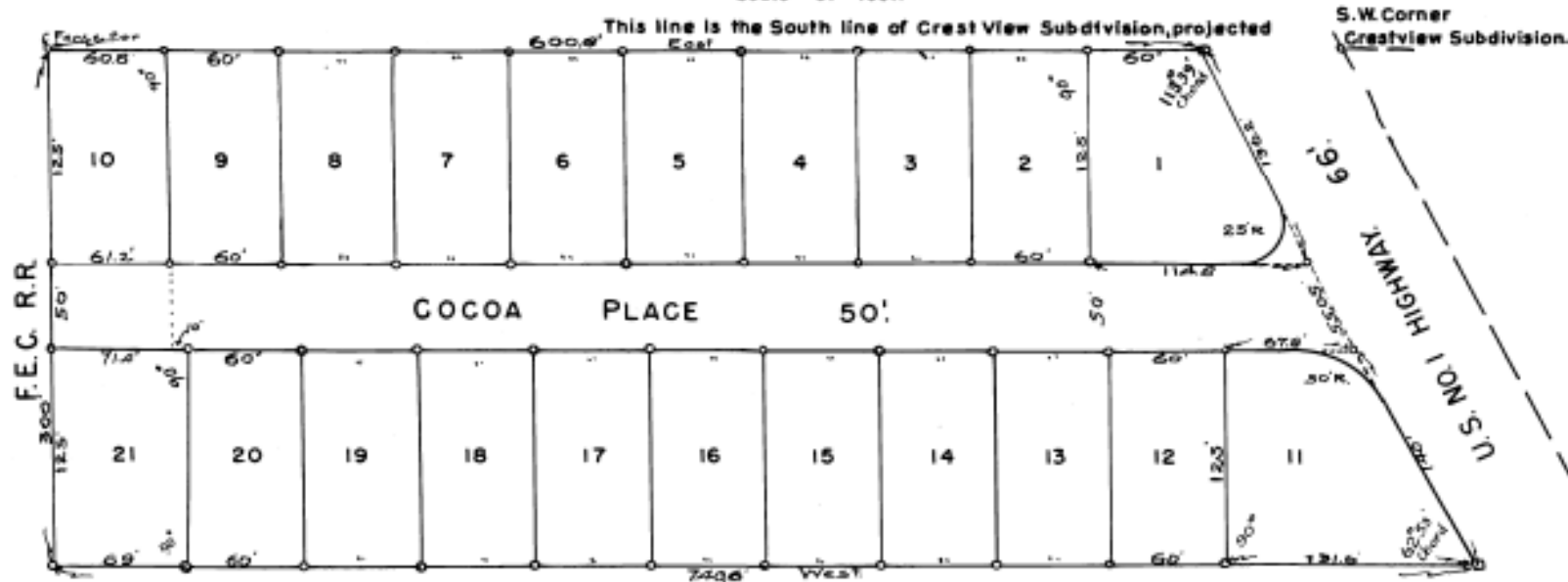




PLAT OF
COCOA HEIGHTS.
PART OF N.W. QTR. SEC. 28,
T. 24 S., R. 36 E.,
BREVARD COUNTY, FLA.

SCALE:- 1 INCH = 60 FEET.

DECEMBER 26, 1951.



DESCRIPTION:-

DESCRIPTION:

Begin at an iron post on the East side of the Florida East Coast Railroad, 758.25 feet North of, and 447.0 feet East of the Quarter Section on the West side of Sec. 28, T.24 S., R.36 E., Brevard Co., Florida, from this point of beginning, run East along an old fence a distance of 600.8 feet to a concrete post on the West side of Right of Way of U.S. No. 1 Highway, run thence Southerly along the Westerly side said R.O.W. to a concrete post which is 300 feet South by right angle measurement from the first line: run thence West and parallel to the first line and 300 feet distant therefrom, to the East line of the said F.E.C.R.R., of an iron post: run thence Northerly along the Easterly side of said F.E.C.R.R. right of way to point of beginning.

The North line of this plot is the projected South line of Crestview Subdivision, recorded in Plot Book 8, page 47.

- Platted as single-family neighborhood since 1952 – Cocoa Heights
- FLU became “Commercial” in 2010

Cocoa Place – FLUM Amendment Background & Summary

COCOA
FLORIDA



ORD 08-2024
Future Land Use

Commercial



Neighborhood
Commercial

ORD 09-2024
Zoning

RU-1-7
Single Family



C-N
Neighborhood
Commercial

Cocoa Place – FLUM Amendment ANALYSIS

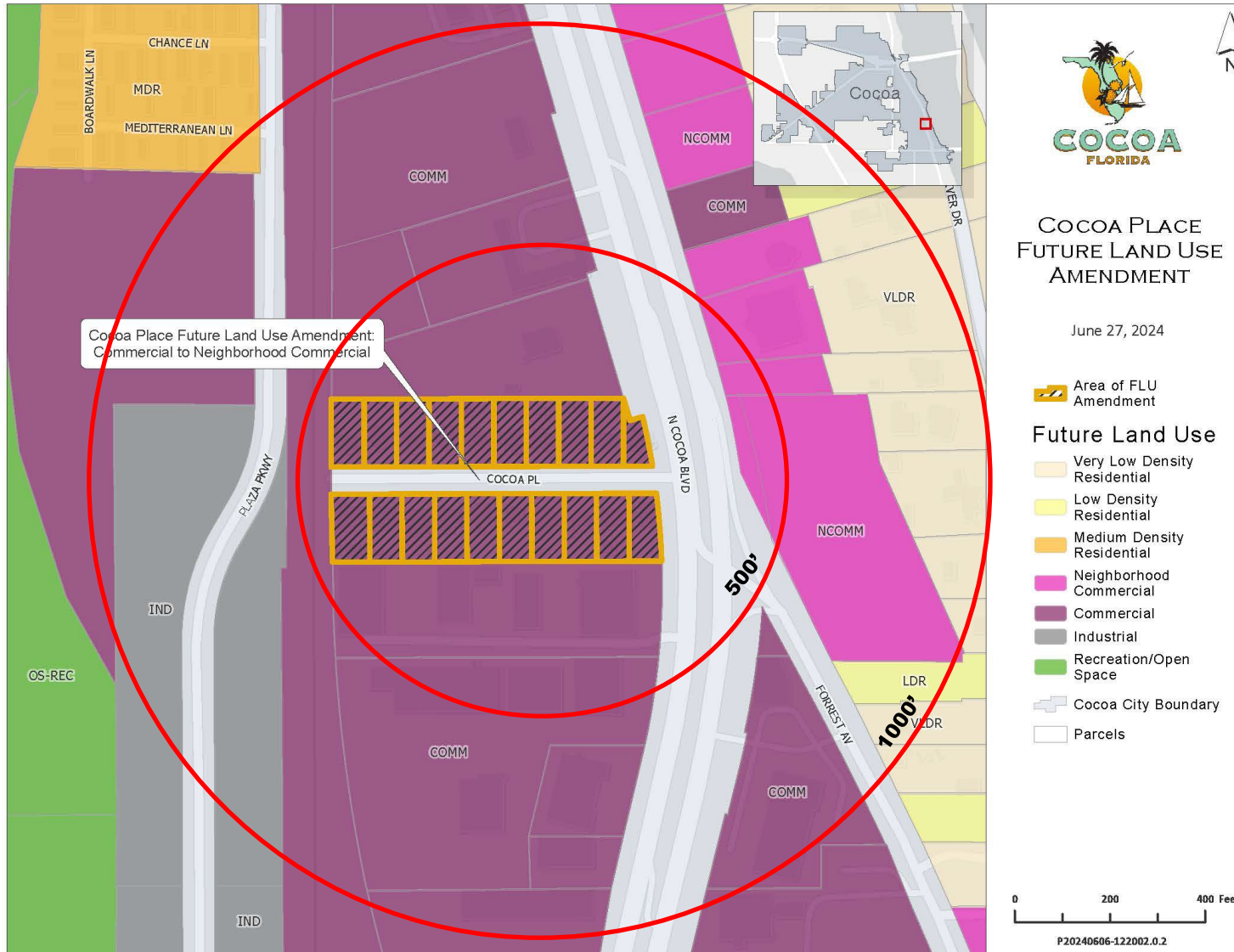
COCOA
FLORIDA



Policy 1.1.2.8: **Neighborhood Commercial (NCOMM).** Neighborhood commercial areas are intended to be low-impact in nature and serve the needs of the immediate residential area. The following criteria shall be used for determining appropriate locations for neighborhood commercial land use designations on the future land use map.

Cocoa Place – FLUM Amendment ANALYSIS

COCOA
FLORIDA



- < 500' from other "Neighborhood Commercial" designated uses
- < 1000' from a variety of residential areas
- Eighteen (18) are Single-Family
- Transitional
- Small scale commercial, multi-family, and single-family uses.

Cocoa Place – FLUM Amendment

STAFF FINDINGS

COCOA
FLORIDA



- The Staff report covers the analysis of consistency with the City of Cocoa Comprehensive Plan with regard to potable water, sanitary sewer, solid waste, stormwater, transportation, police, fire, school, and park services.
- Staff finds that the proposed FLUM Amendment is best designed to allow the current single-family use to continue without being in conflict with the FLU, and the property use is anticipated to remain single-family residential.
- Staff also finds that the proposed FLUM Amendment is consistent with the LAND USE ELEMENT policies and goals of the Comprehensive Plan.

Cocoa Place – FLUM Amendment RECOMMENDED MOTION

COCOA
FLORIDA



- The Planning and Zoning Board voted unanimously on September 4, 2024 to recommend that City Council approve Ordinance 08-2024.
- The City Council unanimously approved the first reading of Ordinance 08-2024 on September 10, 2024.
- Staff recommends City Council **APPROVE** this 2nd reading of Ordinance **08-2024**, a City-initiated request of a Future Land Use Map Amendment consistent with Florida Statute Chapter 163 to change the Future Land Use Map designation of (20) parcels of real property totaling approximately 3.36 acres from “Commercial” to “Neighborhood Commercial”.

THANK YOU
~ ~ ~
QUESTIONS?

COCOA
FLORIDA



CITY COUNCIL MEETING

SEPTEMBER 24, 2024



ORD 09-2024: 2nd Reading

ZONING MAP AMENDMENT

COCOA PLACE

COCOA
FLORIDA



Cocoa Place – Zoning Map Amendment Background Summary

COCOA
FLORIDA



ORD 08-2024
Future Land Use

Commercial



Neighborhood
Commercial

ORD 09-2024
Zoning

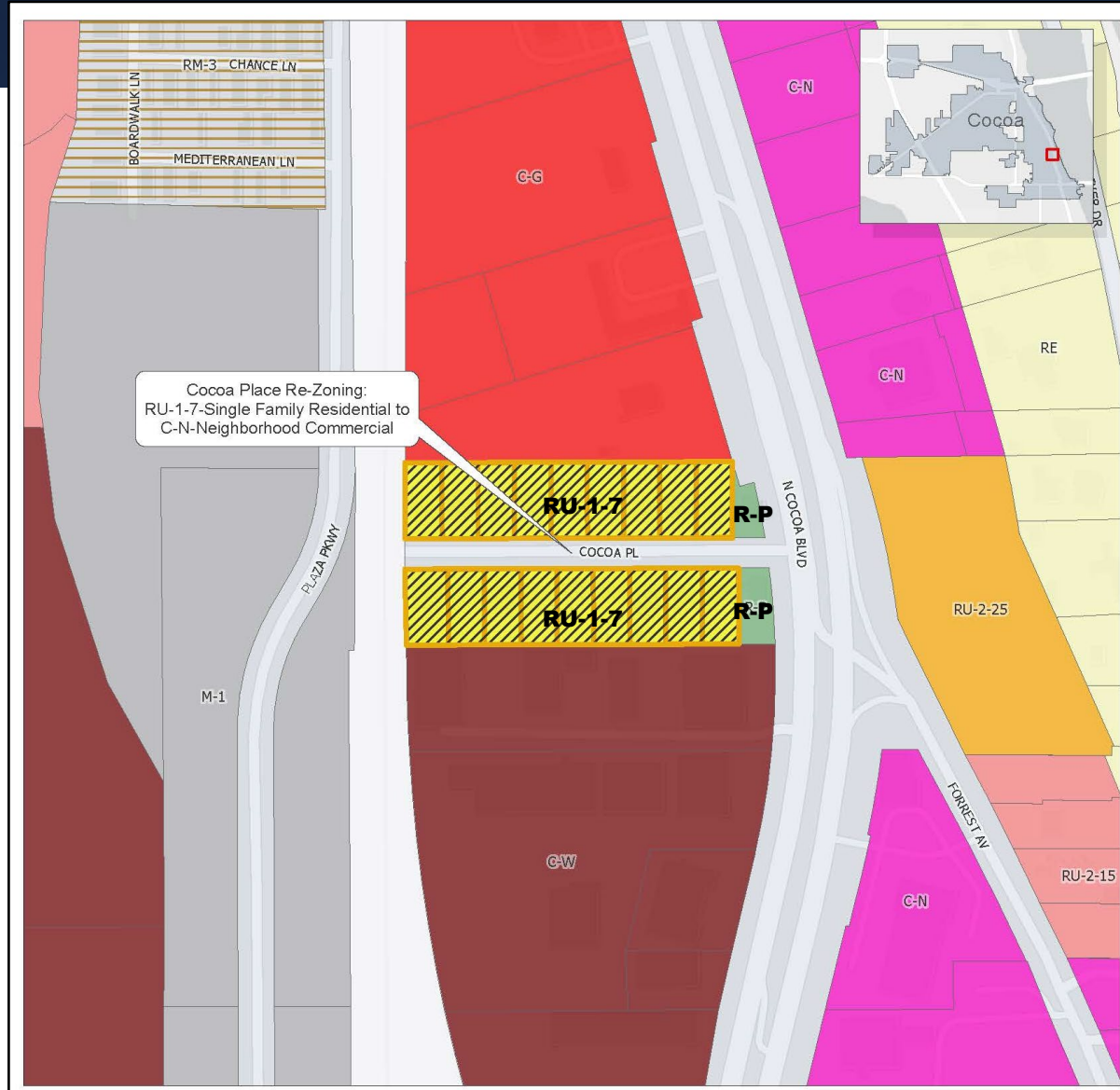
RU-1-7
Single Family



C-N
Neighborhood
Commercial

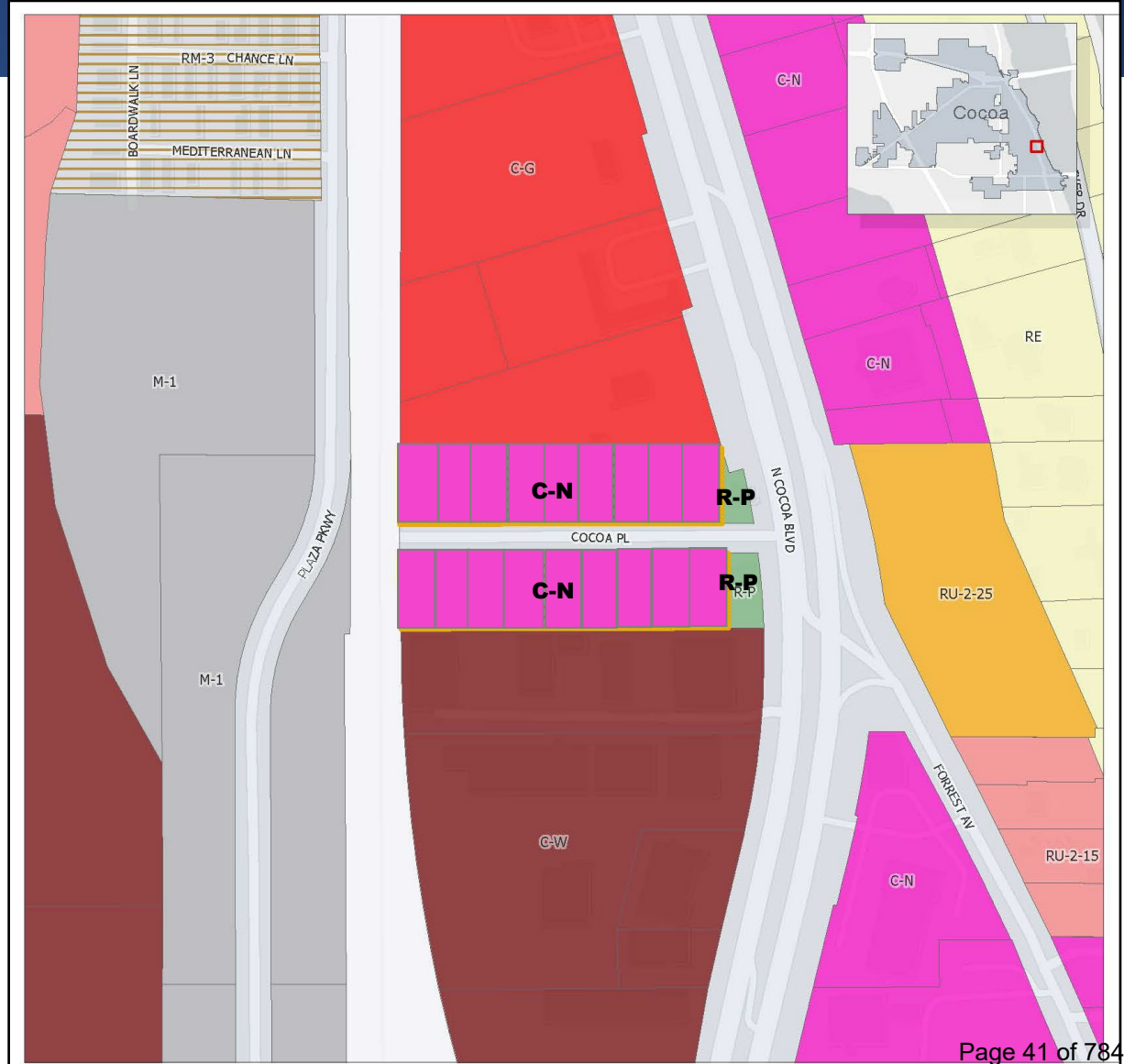
BEFORE

“Single Family Residential” and “Residential Professional”



AFTER

“Neighborhood Commercial” and “Residential Professional”



Cocoa Place – Zoning Map Amendment Background Summary - Conformance



- Parcels considered dimensionally non-conforming
- Appendix A, Zoning, Article X: Nonconformities, allows single-family dwellings to be constructed on non-conforming lots of record.
- Neighborhood Commercial (C-N) allows for single-family homes to be constructed in accordance with RU-1-7 standards.
- New homes will still be required to meet setback requirements.



Cocoa Place – Zoning Map Amendment Background Summary - Conformance

COCOA
FLORIDA



- C-N also allows small scale multi-family and neighborhood commercial, only if lots are combined
- Expands opportunity for these uses in the City
- However, lots must be combined to correct non-conformance.

Cocoa Place – Zoning Map Amendment ANALYSIS

COCOA
FLORIDA



- The Planning & Zoning staff report covers the analysis of the criteria, according to Appendix A of the City of Cocoa, Article XXI, Section 1(G), with regard to impact to land use patterns, school districts, consistency with the Comprehensive Plan, traffic, stormwater, and other utilities and public services.
- Zoning change will not negatively or adversely impact the neighborhood or surroundings.
- Concurrency: At maximum density – net gain of 27 units.
- However, non-confirming lots are unlikely to change
- No further impact is anticipated.

Cocoa Place – Zoning Map Amendment

RECOMMENDED MOTION

COCOA
FLORIDA



- The Planning and Zoning Board voted unanimously on September 4, 2024 to recommend that City Council approve Ordinance 09-2024.
- The City Council unanimously approved the first reading of Ordinance 09-2024 on September 10, 2024.
- Staff recommends City Council **APPROVE** this 2nd reading of this Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of (18) parcels along Cocoa Place, totaling approximately 3.1 acres, from RU-1-7 “Single-Family Residential” to C-N “Neighborhood Commercial”.

THANK YOU
~ ~ ~
QUESTIONS?

COCOA
FLORIDA



FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME <i>Weeks Patricia Kay</i>		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <i>Cocoa City Council</i>	
MAILING ADDRESS <i>1351 Talton Way</i>		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY <i>Cocoa</i>	COUNTY <i>Brevard</i>	☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY	
DATE ON WHICH VOTE OCCURRED <i>9-10-2024</i>		NAME OF POLITICAL SUBDIVISION: <i>District 3</i>	
		MY POSITION IS: ☐ ELECTIVE ☒ APPOINTEE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; and

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Patricia Weeks, hereby disclose that on 9-10, 20 24

(a) A measure came or will come before my agency which (check one or more)

- ☐ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____;
- ☐ inured to the special gain or loss of my relative, _____;
- ☐ inured to the special gain or loss of _____, by whom I am retained; or
- ☐ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I served on the Board of Adjustment and voted on the agenda item.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

9-13-24
Date Filed

Patricia Weeks
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

CITY COUNCIL AGENDA ITEM

Memo Date: 01/09/2025
Agenda Date: 1/14/2025
Prepared By: Monica Arsenault, City Clerk
Through: Monica Arsenault, City Clerk
Requested Action: Approve the October 8, 2024 Regular City Council meeting minutes as written or with amendments.

BACKGROUND:

N/A

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the October 8, 2024 Regular City Council meeting minutes as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

October 8, 2024

A Regular City Council Meeting was held on Tuesday, October 8, 2024, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Blake called the meeting to order at 5:00 p.m.

Councilmember Goins provided the invocation and Aleck Greenwood led the assembly in the Pledge of Allegiance.

The City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	Lavander Hearn	Deputy Mayor
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	Patricia Weeks	Councilmember
	Anthony Garganese	City Attorney (via phone)
	Stockton Whitten	City Manager
	Monica Arsenault	City Clerk

ABSENT:

OTHER STAFF MEMBERS PRESENT:

Evander Collier, Police Chief; Jonathan Lamm, Fire Chief; Robert Beach, Chief Technology Officer; and Corbin Gilbert, Helpdesk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of October 8, 2024. (24-595).

- * **MOTION by Mayor Blake; Seconded by Councilmember Weeks to amend the October 8, 2024 City Council agenda to table Public Hearing items 1 and 2, as well as Council Business item #2 and City Business item #2 to the next regularly scheduled City Council meeting due to the impending storm. Additionally, add a walk-on item, Consent item V.8, to approve the second Annexation Agreement with the City of Orlando with discussion.**
- * **MOTION by Councilmember Koss to table Consent items V.3 and V.5 to the next meeting.**

Councilmember Koss asked to table Consent items V.3 and V.5 to the next meeting. She explained that she did not feel comfortable voting on these items under Consent because she has questions.

In response, City Manager Whitten offered an explanation regarding the Amended and Restated Development Agreement. He explained the changes in the agreement and pointed out that they are written in favor of the City of Cocoa. He further shared that the developer, Jeremy Mears, is in attendance to answer any questions.

Councilmember Koss added that in regard to Consent item V.5, she would like to give the public an opportunity to chime in. She noted that she's mentioned before her desire to make the Porcher House a historical attraction. It has a story to tell and she would like to make sure that it is priced correctly. She hopes to have more discussion on this item.

MOTION DIED FOR A LACK OF A SECOND.

THE VOTE ON THE ORIGINAL MOTION MADE BY MAYOR BLAKE WAS:

AYES: Blake, Hearn, Goins, Weeks

NAYES: Koss

THE MOTION CARRIED (4-1)

Councilmember Koss wished to add that she only voted nay as a result of the motion.

2. Minutes: (a) Regular Meeting of August 13, 2024. (24-596).

- * **MOTION by Councilmember Goins; Seconded by Mayor Blake to approve the minutes for the Regular City Council meeting of August 13, 2024 as written.**

THE VOTE ON THE MOTION WAS:**AYES: Blake, Hearn, Goins, Koss, Weeks****THE MOTION CARRIED UNANIMOUSLY (5-0)****III. Awards and Presentations:**

1. Proclamation for Customer Service Week. (24-543). (Finance Director)

Mayor Blake read the proclamation into the record.

IV. Delegations:**V. Consent Agenda:****(A) General Consent Items:**

1. Approve a Resolution Amending the FY25 Budget, BAF#25-004-A, in the amount of \$6,825 with the use of Federal Forfeiture funds to purchase three new radars. (24-493). (Police Chief)
2. To Approve Task Order 2025-09 with Carollo Engineers, Inc. to assist Sewer Field Operations (SFO) in Project Management Coordination, Technical Support and Review, SCADA Maintenance, Long-Term Strategic Planning, and Manhole/Gravity Sewer Program Maintenance. (24-537). (Utilities Director)
3. Approve the Amended and Restated Development Agreement and Restrictive Covenant Allegra at Cocoa. (24-585). (City Manager)
4. Approve the contract revisions for the three-year contract between the City of Cocoa and the Coastal Florida Police Benevolent Association (CFPBA) Lieutenants for the contract term of October 1, 2023 through September 30, 2026, modifying Article 15 Wages to provide annual wage increases for Fiscal Year 2025. (24-591). (Administrative Services Director)
5. Council approval of a 3% increase in rent for the tenants at the Porcher House. (24-582). (Comm. & Economic Development Director)
6. Consider the Donation Application for Brevard Prevention Coalition in the amount of \$1,000. (24-593). (Administrative Services Director)
7. Approve Participation in Cooperative Purchasing Contract Sourcewell Contract #113021 -SUT for the Purchase of a 2025 Sutphen Heavy Duty Monarch Fire Pumper Rescue Apparatus HS 8092 and Authorize City Manager to execute a

Purchase Order in the amount of \$1,119,995 for the purchase of Apparatus and Associated Equipment. (24-580). (Public Works Director)

8. Approve Second Annexation Agreement with the City of Orlando related to Well Sites and water transmission line easements/rights-of-way and facilities owned or granted to the City of Cocoa which are located within the proposed and future jurisdictional limits of the City of Orlando. (24-605). (City Attorney) **Walk-On Item.**

(B) Multi-Year Contracts:

9. Approve a Piggyback Contract Agreement utilizing Palm Coast contract RFSQ-CD-20-31 with Connect Consulting, Inc. (CCI), High Springs, Florida for Professional Hydrogeological Services, Project No. WS1106 in an Amount Not to Exceed of \$250,000 for FY 2025. Authorize the City Manager to Approve any Subsequent Annual Renewals under the above Palm Coast contract, not to exceed three one-year renewals with a Limited Renewal Amount of \$250,000 for Each Fiscal Year Pending Palm Coast's Renewal of the Contract; Authorize the City Manager to Approve Task Orders Under this Contract. (24-548). (Utilities Director)
10. Approve a Multi-Year Task Order 2025-03 with HDR, Inc. for the Taylor Creek Reservoir/St. Johns River Water Supply Permitting, Project No. TCR001 in the amount of \$4,514,117, of which the City of Cocoa will fund its total Pro Rata Share of \$270,847; To Fund the City of pursuant to the Taylor Creek Reservoir/St. Johns River (TCR/SJR) Water Supply Agreements with Orange County, Toho Water Authority, Orlando Utilities Commission and East Central Florida Services, Inc. (Water Suppliers), and approve a Resolution Amending the FY2025 Budget, BAF#25-003-A, to Receive Funding from the Water Suppliers and to Allocate the Expenses for this project, and Approve an Amendment to the Master Agreement accepting the HDR 2025 Rate Schedule. (24-579). (Utilities Director)

*** MOTION by Councilmember Goins; Seconded by Councilmember Weeks to approve the Consent agenda, with discussion.**

Councilmember Goins asked that if the discussion involving the Porcher House's rent comes back up, he would like Councilmember Koss to bring forth a number or what exactly it is she would like to see.

In response, Councilmember Koss shared that she would like to see a plan for the Porcher House come forward and she has been asking for this for a long time. Council meetings have been the only opportunity for her to bring forth this discussion and she hopes a plan and further discussion will be brought forward.

THE VOTE ON THE MOTION WAS:**AYES: Blake, Hearn, Goins, Koss, Weeks****THE MOTION CARRIED UNANIMOUSLY (5-0)****VI. Public Hearings:**

1. Request to Postpone Consideration of a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of eleven parcels totaling 1.39 acres, with the address 301 S. Cocoa Blvd., from C-P, Commercial Parkway, to C-N, Neighborhood Commercial. (24-588). (Planner) **TABLED**
2. Consideration for approval Ordinance 13-2024 a Land Development Code Text Amendment Appendix A, Article XI, Section 12 of the Code of Ordinances of the City of Cocoa to add major recreational equipment sales and rentals, and limited types of commercial vehicles and heavy equipment sales and rentals, to the list of permitted uses of subsection (A)(12) in the C-G, Commercial-General, zoning district. (24-589). (Planner) **TABLED**

VII. Council Business:

- ~~1. Council approval of a 3% increase in rent for the tenants at the Porcher House. (24-582). (Comm. & Economic Development Director) **Moved to Consent**~~
1. Consider the appointment of Katherine Stewart and Joseph Bachand to fill one Regular member vacancy and one Alternate member vacancy on the Planning and Zoning Board. (24-587). (Administrative Services Director) **TABLED**
2. Approval of Resolution 2024-098, declaring a State of Emergency due to impending disaster conditions and the potential of Hurricane Milton. (24-601) (City Manager)

Chief Lamm gave an update on the storm. He asked everyone to be prepared and follow evacuation orders. Emergency vehicles will not be able to respond once sustained winds reach a certain speed. He encouraged anyone under evacuation orders to go to their nearest shelter.

- * **MOTION by Councilmember Koss; Seconded by Councilmember Weeks to approve Resolution 2024-098, declaring a State of Emergency for Hurricane Milton.**

THE VOTE ON THE MOTION WAS:**AYES: Blake, Hearn, Goins, Koss, Weeks**

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approve Resolution 2024-099 providing for a temporary waiver of building permit fees related to building or structural damage caused by Hurricane Milton. (24-600). (Community Services Director)

- * **MOTION by Councilmember Weeks; Seconded by Councilmember Koss to approve Resolution 2024-099 providing a temporary waiver of building permit fees related to building or structural damage caused by Hurricane Milton.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Goins, Koss, Weeks

THE MOTION CARRIED UNANIMOUSLY (5-0)

- ~~3. Consider the Donation Application for Brevard Prevention Coalition in the amount of \$1,000. (24-593). (Administrative Services Director)~~ **Moved to Consent**

VIII. City Business:

- ~~1. Approve Participation in Cooperative Purchasing Contract Sourcewell Contract #113021 SUT for the Purchase of a 2025 Sutphen Heavy Duty Monarch Fire Pumper Rescue Apparatus HS 8092 and Authorize City Manager to execute a Purchase Order in the amount of \$1,119,995 for the purchase of Apparatus and Associated Equipment. (24-580). (Public Works Director)~~ **Moved to Consent**
1. To Provide Direction to Staff for Funding and New Policies, if Necessary, for the Indian River Drive Septic to Sewer Conversion. (24-599). (Councilwoman Weeks) **TABLED**

IX. Informational Agenda:

1. Bi-weekly Report from September 23 - October 4, 2024. (24-594). (City Manager)
2. Informational Only – The City of Cocoa's Open Board Vacancies. (24-597). (City Clerk)

X. Reports:

City Manager Whitten shared that the CRA Plan Update workshop is cancelled for October 9th and will be rescheduled. Additionally, the Vulnerability Assessment workshop is cancelled for October 10th and the next workshop will be on October 17th from 4-7pm at the Brevard Museum on Michigan Ave. Another workshop date will be scheduled to accommodate the cancelled meeting on the 10th.

Councilmember Goins shared a brief report and pictures from the sandbag locations and the lines at the landfill.

Councilmember Koss asked that the Vulnerability workshop information be placed on Council's agenda.

Councilmember Weeks asked if there is anything Council can do to help. In response, Chief Lamm asked that Council continue to share resourceful information online with residents and remind everyone that 9-1-1 is for emergencies only. The City will continue to post a lot of helpful information on its social media sites.

Deputy Mayor Hearn asked citizens and staff to keep an eye on resources after the storm and to also watch out for debris. He wished everyone to be safe during the storm.

Mayor Blake asked everyone to stay safe and help their neighbors.

XI. Adjournment:

- * MOTION by Mayor Blake; Seconded by Councilmember Weeks to adjourn the Regular meeting of October 8, 2024.**

AYES: Blake, Hearn, Goins, Koss, Weeks

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 5:58 p.m.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date: 11/26/2024
Agenda Date: 1/14/2025
Prepared By: Melinda Keesee, Field Operations Technician
Through: Donnie Howard, Asst. WFO Manager
Requested Action: Approve the Insituform Technologies, LLC Proposal for Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers Utilizing the Clay County Utility Authority Bid No. 18/19-A7 effective June 19, 2024 through June 18, 2026

BACKGROUND:

In FY2015, CDM Smith completed a thorough analysis of the assessment data obtained during the FY2014 RedZone Robotics, Inc. CCTV inspection process. As part of this analysis, a detailed plan was developed to systematically address broken sewer piping over a six-year period beginning in FY2016. Rehabilitation and replacement was recommended for individual pipe segments based on structural operation and maintenance (O&M) concerns. These recommendations were formed based on the severity of defects, potential for defect progression, and consequence of failure.

Rehabilitation and replacement recommendations were then prioritized and grouped to develop various projects. An implementation plan was formed to clean and repair sewer lines based on consequence of failure, risk of failure, available funding, and pipe segment geographic location.

To maintain the integrity of the sanitary sewer system with minimal construction and disturbances, sewer mains are able to be rehabilitated through a trenchless “cured-in-place-pipe” (CIPP) method installed through existing manholes. This installation process lines the selected sewer mains with a flexible liner which when heated, forms into a hardened fiberglass “pipe” that replaces the broken pipe from the inside of the pipe. As a result of this process, the carrying capacity of the sewer main is reestablished, and the sewer treatment plant no longer incurs the cost of treating extra water (ground water).

The first phase of the CIPP lining program was successfully completed in FY2016. Subsequently, City Council has approved the continuation of work with Insituform annually since FY2017. The eleventh phase is scheduled to be completed in FY2025.

On February 14, 2023, City Council approved participation in a multi-year cooperative purchase agreement with Insituform Technologies, LLC for cured in Place Pipe (CIPP) rehabilitation services and sanitary sewer mid-term cleaning & CCTV inspections of main line sewers utilizing the Clay County Utility Authority Bid No. 18/19-A7 effective June 18, 2022 through June 18, 2024. City Council authorized the City Manager to execute any annual renewal amendments under the original contract. The City Manager executed the annual renewal amendment under the original contract on November 21,

2024, extending it through June 18, 2026.

At this time, staff is requesting approval of the Insituform Technologies proposal utilizing the previously approved Clay County Utility Authority Bid No. 18/19-A7 to perform Cured in Place Pipe (CIPP) Rehabilitation Services and Cleaning & CCTV Inspections of Main Line Sewers, and to authorize a budgeted expenditure for these services not to exceed \$459,148.22 in FY2025.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted? Yes

If not budgeted, is amendment / transfer attached? No

Amount Requested	\$459,148.22
Account Number	424-4125-536.63-00
Account Name	Infrastructure
Project	WS0904

PREVIOUS ACTION:

On December 8, 2015, City Council approved the participation in a cooperative purchase agreement with Insituform Technologies, LLC for Cured in Place (CIPP) Pipe Rehabilitation Services utilizing the City of Daytona Beach Contract No. 0113-1010 effective July 8, 2015 through July 7, 2016.

On January 10, 2017, City Council approved the participation in a cooperative purchase agreement with Insituform Technologies, LLC for Cured in Place (CIPP) Pipe Rehabilitation Services utilizing the City of Daytona Beach Contract No. 0113-1010 effective July 8, 2016 through July 7, 2017.

On February 28, 2017, City Council approved the participation in a cooperative purchase agreement with Insituform Technologies, LLC for Cleaning & CCTV Inspections of Main Line Sewers utilizing the City of Daytona Beach Contract No. 0113-1010 effective July 8, 2016 through July 7, 2017.

On January 9, 2018, City Council approved the participation in a cooperative purchase agreement with Insituform Technologies, LLC for Cleaning & CCTV Inspections of Main Line Sewers utilizing the City of Daytona Beach Contract No. 0113-1010 effective July 8, 2017 through July 7, 2018.

On March 13, 2019, City Council approved the participation in a cooperative purchase agreement with Insituform Technologies, LLC for Cured in Place Pipe (CIPP)

Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers utilizing the City of Daytona Beach Contract No. 0118-2600 effective February 6, 2019 through February 5, 2020.

On February 26, 2020, City Council approved the participation in a cooperative purchase agreement with Insituform Technologies, LLC for Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers utilizing the City of Daytona Beach Contract No. 0118-2600 effective February 6, 2019 through February 5, 2020, renewal February 6, 2020 through February 5, 2021.

On February 9, 2021, City Council approved participation in a cooperative purchase agreement with Insituform Technologies, LLC for Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers utilizing the City of Daytona Beach Contract No. 0118-2600 effective February 6, 2019 through February 5, 2020, Renewal February 6, 2020 through February 5, 2022.

On April 26, 2022, City Council approved participation in a cooperative purchase agreement with Insituform Technologies, LLC for Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers utilizing the City of Daytona Beach Contract No. 0118-2600 effective February 6, 2019 through February 5, 2020, Renewal February 6, 2022 through February 5, 2023.

On February 14, 2023, City Council approved participation in a multi-year cooperative purchase agreement with Insituform Technologies, LLC for Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers utilizing the Clay County Utility Authority Bid No. 18/19-A7 effective June 18, 2022 through June 18, 2024.

November 14, 2023, City Council approved the Insituform Technologies, LLC proposal for Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers utilizing the Clay County Utility Authority Bid No. 18/19-A7 effective June 18, 2022 through June 18, 2024.

RECOMMENDED MOTION:

Approve the Insituform Technologies, LLC Proposal for Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers Utilizing the Clay County Utility Authority Bid No. 18/19-A7 effective June 19, 2024 through June 18, 2026

10-11-24

Donnie Howard
City of Cocoa
351 Shearer Blvd.
Cocoa, FL 32922

Re: City of Cocoa FY2025 CIPP Sewer Lining

Donnie,

Insituform Technologies, LLC, ("ITLLC") is pleased to provide the following proposal to the City of Cocoa, hereinafter referred to as "Customer", for the scope of work detailed below for the above-referenced Project. This proposal is based off piggybacking the Clay County Utility Authority (CCUA) Contract No. 18/19-A7 Part C (CIPP) Continuing Services Contract.

PROPOSAL PRICING

ITLLC proposes the following pricing for the scope of services described herein:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	QTY	AMOUNT
A.1.c	Light Cleaning 8" diameter	LF	\$2.11	9,271	\$19,561.81
A.1.d	Light Cleaning 10" diameter	LF	\$2.11	467	\$985.37
A.2.c	Tuberculation Cleaning 8" diameter	LF	\$20.10	100	\$2,010.00
A.3.c	Root Removal 8" diameter	LF	\$8.90	1,000	\$8,900.00
A.4.b	TV Pipe Inspection 8" diameter	LF	\$1.00	9,271	\$9,271.00
A.4.c	TV Pipe Inspection 10" diameter	LF	\$1.00	467	\$467.00
B.1.b.1	Sanitary Sewer Lining 8" x 6.0mm	LF	\$34.50	9,271	\$319,849.50
B.1.c.1	Sanitary Sewer Lining 10" x 6.0mm	LF	\$43.82	467	\$20,463.94
B.3.e	Lateral Cutout & Polish	EA	\$191.41	116	\$22,203.56
C.b	Traffic Control-MOT Index 603 (per day)	LS	\$1,452.00	12	\$17,424.00
C.c	Traffic Control-MOT Index 601 or 602 (per week)	LS	\$2,027.20	3	\$6,081.60
D.a	Emergency Response Mobilization	EA	\$5,029.00	5	\$25,145.00
E.a	Performance and Payment Bond – 1.5%	LS	\$6,785.44	1	\$6,785.44
				Total:	\$459,148.22

INSITUFORM SCOPE OF WORK / RESPONSIBILITIES

ITLLC will provide the following:

- Mobilization and demobilization of personnel, equipment, and materials to and from the Project site. The price presented is based upon one (1) instance of mobilization and demobilization.

2. Install **polyester** resin impregnated CIPP liner in accordance with ASTM F1216 or F1743 using either water or air/pull-in/steam, at the discretion of ITLLC. We have not included any costs associated with the disposal of inversion water.
3. Internal reinstatement of all service connections as directed by the Customer or their representative.
4. CCTV inspection of the pipe before and after the lining is complete.
5. Standard ITLLC one-year warranty from date of installation, excluding any required warranty TV inspection and/or testing.
6. Standard insurance coverage with the following limits:
 - General Liability: \$2,000,000 per occurrence/\$4,000,000 aggregate
 - Auto: \$2,000,000 Combined Single Limit
 - Workers Compensation: Statutory with \$1,000,000 Employer's Liability
 The above insurance shall not include Primary and Non-Contributory Coverage and ITLLC shall not provide a Waiver of Subrogation endorsement.

NOTE: Modifications to the Scope of Work/Responsibilities of ITLLC may result in a change in price and/or duration.

ASSUMPTIONS AND QUALIFICATIONS

ITLLC's Proposal Pricing is based upon the following assumptions and clarifications:

1. ITLLC assumes the work will be completed during dry weather conditions.
2. Quantities are estimated. Customer shall be invoiced for actual quantities at the above unit prices.
3. ITLLC is an open-shop company and shall not be subject to any union requirements or agreements and will not enter into any Project Labor Agreement or any such similar agreement for this Project. Where required by the Contract Documents, ITLLC will pay the Prevailing Wages then in effect for the Project and will submit Certified Payroll Reports in a timely manner.

EXCLUSIONS:

The following items are excluded from ITLLC's above Pricing and Scope of Services / Responsibilities stated in this Proposal. These items, if necessary, applicable or otherwise required, shall be furnished by Customer, at Customer's direction and at no cost to ITLLC or may, upon mutual agreement in writing between ITLLC and Customer, be provided by ITLLC at an additional cost:

1. Permits, licenses and construction easements.
2. Manual operation of any pumping and/or metering stations.
3. Environmental/erosion controls (i.e., hay bales, silt fence etc.) that may be required adjacent to manholes, access points and/or water supply hose.
4. Access to and use of fire hydrants and/or sufficient water supply (within 500 ft. of the installation site) to complete flushing and CIPP installation.
5. Burial and/or ramping of discharge or bypass hose/pipe.
6. External service reconnections.
7. Traffic control, including without limitation, police details, flagmen and special traffic control setups.
8. Obstruction removal (calcium, concrete, mineral deposits, roots, etc.) and/or protruding tap removal.
9. Point repairs.
10. Bypassing of services or laterals.
11. Repair of pipe damaged during any industry standard high-pressure jet cleaning operations, preparation or lining and any subsequent cleaning necessary to remove debris that has fallen into the pipe as a result of any such collapse or repair.
12. Directives setting forth which service connections must be reinstated prior to final CCTV inspection.
13. Locations of and access (of ITLLC equipment and/or personnel) to all manholes associated with the project and as required by ITLLC's work plan.
14. Equivalent pipe diameter access from the invert to the street level. This may include removal of the frame, cover and/or cone section of the liner installation manhole(s) such that the opening at the street level is no less than equivalent to the pipe diameter.
15. Removal and disposal of any hazardous or toxic materials encountered during the Project.

- ### **GENERAL TERMS AND CONDITIONS:**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2025

6/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500 midwestcertificates@lockton.com	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED 1347989 Insituform Technologies, LLC 580 Goddard Avenue Chesterfield MO 63005	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : XL Insurance America, Inc.		24554
	INSURER B : ACE American Insurance Company		22667
	INSURER C : ACE Fire Underwriters Insurance Company		20702
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:** 11807396**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y	N	CGD300084909	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 2,000,000
A	☐ CLAIMS-MADE ☒ OCCUR			BROAD FORM PD/CONTRACTUAL			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	☒ Independent Contractor						MED EXP (Any one person) \$ 10,000
	☒ XCU						PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	☐ POLICY ☒ PRO-JECT ☒ LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY	N	N	ISA H10835896	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$ XXXXXXXX
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$ XXXXXXXX
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
							\$ XXXXXXXX
	UMBRELLA LIAB			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ XXXXXXXX
	DED ☐ RETENTION \$ ☐						\$ XXXXXXXX
B C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N	WLR C57242577 (AOS) SCF C57240684 (WI) (EXCLUDING MONOPOLISTIC)	7/1/2024 7/1/2024	7/1/2025 7/1/2025	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☒ N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: SEWER REHABILITATION SERVICES AGREEMENT. CITY OF COCOA IS ADDITIONAL INSURED UNDER GENERAL LIABILITY AS REQUIRED BY WRITTEN CONTRACT, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE NAMED INSURED'S OPERATIONS.

CERTIFICATE HOLDER**CANCELLATION** See Attachment

11807396
CITY OF COCOA
65 STONE STREET
COCOA FL 32922

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

AUTHORIZED REPRESENTATIVE

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CITY OF COCOA
65 STONE STREET
COCOA FL 32922

IMPORTANT NOTICE

To whom it may concern:

In our continued effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance going forward.

To ensure future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID 11807396

- Email: stl-edelivery@lockton.com
- Phone: (866) 728-5657 (toll-free)

If we do not receive your email address via one of the above methods prior to the client's next renewal, we will assume you no longer need the certificate.

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

The above inbox is for collecting email addresses for renewal electronic certificate delivery ONLY. You will not receive a response from this inbox.

Thank you for your cooperation.

Lockton Companies

EXHIBIT 'A'

ITEM NO.	DESCRIPTION	UNIT	2022 UNIT PRICE	2024 Approved Unit Pricing	2024 Pricing Increase % INCREASE
A.	Sanitary Sewer Line Clean and Inspection				
1	Light Cleaning (<1/4 diameter)				
a.	4" diameter	LF	\$2.35	\$2.51	6.82%
b.	6" diameter	LF	\$2.35	\$2.51	6.82%
c.	8" diameter	LF	\$1.95	\$2.11	8.33%
d.	10" diameter	LF	\$1.95	\$2.11	8.33%
e.	12" diameter	LF	\$2.40	\$2.62	9.09%
f.	14" diameter	LF	\$3.65	\$3.92	7.35%
g.	18" diameter	LF	\$6.05	\$6.54	8.04%
h.	20" diameter	LF	\$6.05	\$6.54	8.04%
i.	24" diameter	LF	\$8.40	\$9.05	7.69%
2	Tuberculation Cleaning				
a.	4" diameter	LF	\$22.30	\$22.30	0.00%
b.	6" diameter	LF	\$22.30	\$22.30	0.00%
c.	8" diameter	LF	\$20.10	\$20.10	0.00%
d.	10" diameter	LF	\$27.90	\$27.90	0.00%
e.	12" diameter	LF	\$27.90	\$27.90	0.00%
f.	14" diameter	LF	\$27.90	\$27.90	0.00%
g.	18" diameter	LF	\$27.90	\$27.90	0.00%
h.	20" diameter	LF	\$33.50	\$33.50	0.00%
i.	24" diameter	LF	\$33.50	\$33.50	0.00%
3	Root Removal				
a.	4" diameter	LF	\$8.90	\$8.90	0.00%
b.	6" diameter	LF	\$8.90	\$8.90	0.00%
c.	8" diameter	LF	\$8.90	\$8.90	0.00%
d.	10" diameter	LF	\$11.20	\$11.20	0.00%
e.	12" diameter	LF	\$11.20	\$11.20	0.00%
f.	14" diameter	LF	\$13.40	\$13.40	0.00%
g.	18" diameter	LF	\$17.90	\$17.90	0.00%
h.	20" diameter	LF	\$20.10	\$20.10	0.00%
i.	24" diameter	LF	\$20.10	\$20.10	0.00%
4	TV Pipe Inspection				
a.	6" diameter	LF	\$0.95	\$1.00	5.56%
b.	8" diameter	LF	\$0.95	\$1.00	5.56%
c.	10" diameter	LF	\$0.95	\$1.00	5.56%
d.	12" diameter	LF	\$2.00	\$2.11	5.26%
e.	14" diameter	LF	\$2.00	\$2.11	5.26%
f.	18" diameter	LF	\$2.00	\$2.11	5.26%
g.	20" diameter	LF	\$2.00	\$2.11	5.26%
h.	24" diameter	LF	\$3.00	\$3.00	0.00%
5	Clean & TV Inspection - Sewer Lateral				
a.	Lateral Inspection 0' to 40'	EA	\$368.60	\$545.00	47.86%
b.	Additional Lateral Inspection >40'	LF	\$13.40	\$13.40	0.00%
B.	Sanitary Sewer Rehabilitation				
1	Sanitary Sewer Lining				
a.	6" diameter				

Clay County Utility Authority
Contract No. 18/19-A7 Part C
Cured-in-Place Continuing Services Contract

ITEM NO.	DESCRIPTION	UNIT	2022 UNIT PRICE	2024 Approved Unit Pricing	2024 Pricing Increase % INCREASE
b.	1 4.5mm nominal thickness (.177) 8" diameter	LF	\$34.30	\$39.45	15.00%
	1 6.0mm nominal thickness (.236)	LF	\$30.00	\$34.50	15.00%
	2 7.5mm nominal thickness (.295)	LF	\$32.30	\$37.15	15.00%
	3 9.0 mm normal thickness (.354)	LF	\$33.80	\$38.87	15.00%
c.	10" diameter				
	1 6.0mm nominal thickness (.236)	LF	\$38.10	\$43.82	15.00%
	2 7.5mm nominal thickness (.295)	LF	\$40.70	\$46.81	15.00%
	3 9.0 mm normal thickness (.354)	LF	\$42.20	\$48.53	15.00%
d.	12" diameter				
	1 6.0mm nominal thickness (.236)	LF	\$48.90	\$56.24	15.00%
	2 7.5mm nominal thickness (.295)	LF	\$52.70	\$60.61	15.00%
	3 9.0 mm normal thickness (.354)	LF	\$54.60	\$62.79	15.00%
e.	14" diameter				
	1 6.0mm nominal thickness (.236)	LF	\$61.20	\$70.38	15.00%
	2 7.5mm nominal thickness (.295)	LF	\$65.40	\$75.21	15.00%
	3 9.0 mm normal thickness (.354)	LF	\$67.90	\$78.09	15.00%
e.	18" diameter			\$0.00	
	1 6.0mm nominal thickness (.236)	LF	\$73.80	\$84.87	15.00%
	2 7.5mm nominal thickness (.295)	LF	\$79.50	\$91.43	15.00%
	3 9.0 mm normal thickness (.354)	LF	\$87.10	\$100.17	15.00%
	4 10.5 mm nominal thickness (.413)	LF	\$96.50	\$110.98	15.00%
f.	20" diameter				
	1 6.0mm nominal thickness (.236)	LF	\$74.00	\$85.10	15.00%
	2 7.5mm nominal thickness (.295)	LF	\$81.00	\$93.15	15.00%
	3 9.0 mm normal thickness (.354)	LF	\$88.50	\$101.78	15.00%
	4 10.5 mm nominal thickness (.413)	LF	\$103.70	\$119.26	15.00%
	5 12 mm nominal thickness (.472)	LF	\$122.50	\$140.88	15.00%
g.	24" diameter				
	9.0 mm normal thickness (.354)	LF	\$118.90	\$136.74	15.00%
	10.5 mm nominal thickness (.413)	LF	\$128.30	\$147.55	15.00%
	12 mm nominal thickness (.472)	LF	\$141.60	\$162.84	15.00%
	13.5 mm nominal thickness (.531)	LF	\$162.50	\$186.88	15.00%
	15 mm nominal thickness (.591)	LF	\$187.20	\$215.28	15.00%
2	Sectional CIPP Lining				
a.	6" diameter				
	1 3' in length	EA	\$2,233.80	\$2,233.80	0.00%
	2 4' in length	EA	\$2,457.20	\$2,457.20	0.00%
	3 6' in length	EA	\$2,568.90	\$2,568.90	0.00%
	4 8' in length	EA	\$2,680.60	\$2,680.60	0.00%
b.	8" diameter				
	1 3' in length	EA	\$2,345.50	\$2,345.50	0.00%
	2 4' in length	EA	\$2,457.20	\$2,457.20	0.00%
	3 6' in length	EA	\$2,568.90	\$2,568.90	0.00%
	4 8' in length	EA	\$2,680.60	\$2,680.60	0.00%
c.	10" diameter				

Clay County Utility Authority
Contract No. 18/19-A7 Part C
Cured-in-Place Continuing Services Contract

ITEM NO.	DESCRIPTION	UNIT	2022 UNIT PRICE	2024 Approved Unit Pricing	2024 Pricing Increase % INCREASE
1	3' in length	EA	\$2,568.90	\$2,568.90	0.00%
2	4' in length	EA	\$2,680.60	\$2,680.60	0.00%
3	6' in length	EA	\$2,904.00	\$2,904.00	0.00%
4	8' in length	EA	\$3,015.70	\$3,015.70	0.00%
d.	12" diameter				
1	3' in length	EA	\$2,792.30	\$2,792.30	0.00%
2	4' in length	EA	\$2,904.00	\$2,904.00	0.00%
3	6' in length	EA	\$3,015.70	\$3,015.70	0.00%
4	8' in length	EA	\$3,127.40	\$3,127.40	0.00%
e.	14" diameter				
1	3' in length	EA	\$2,792.30	\$2,792.30	0.00%
2	4' in length	EA	\$2,904.00	\$2,904.00	0.00%
3	6' in length	EA	\$3,015.70	\$3,015.70	0.00%
4	8' in length	EA	\$3,127.40	\$3,127.40	0.00%
f.	18" diameter				
1	3' in length	EA	\$3,015.70	\$3,015.70	0.00%
2	4' in length	EA	\$3,127.40	\$3,127.40	0.00%
3	6' in length	EA	\$3,239.00	\$3,239.00	0.00%
4	8' in length	EA	\$3,462.40	\$3,462.40	0.00%
g.	20" diameter				
1	3' in length	EA	\$3,127.40	\$3,127.40	0.00%
2	4' in length	EA	\$3,239.00	\$3,239.00	0.00%
3	6' in length	EA	\$3,350.70	\$3,350.70	0.00%
4	8' in length	EA	\$3,462.40	\$3,462.40	0.00%
h.	24" diameter				
1	3' in length	EA	\$4,356.00	\$4,356.00	0.00%
2	4' in length	EA	\$4,467.70	\$4,467.70	0.00%
3	6' in length	EA	\$4,579.30	\$4,579.30	0.00%
4	8' in length	EA	\$4,691.00	\$4,691.00	0.00%
3	Lateral CIPP Lining				
a.	Top Hat up to 36"				
1	4" lateral connection	EA	\$2,859.30	\$4,229.00	47.90%
2	6" lateral connection	EA	\$2,859.30	\$4,229.00	47.90%
3	8" lateral connection	EA	\$3,026.80	\$3,026.80	0.00%
b.	Full Wrap - up to 36"				
1	4" lateral connection	EA	\$2,859.30	\$4,229.00	47.90%
2	6" lateral connection	EA	\$2,859.30	\$4,229.00	47.90%
3	8" lateral connection	EA	\$3,026.80	\$3,026.80	0.00%
c.	Lateral Lining 0 - 40'	EA	\$1,904.30	\$1,904.30	0.00%
d.	Additional Lateral Lining >40'	LF	\$102.80	\$102.80	0.00%
e.	Lateral Cutout & Polish	EA	\$175.00	\$191.41	9.38%
f.	Lateral Grout	EA	\$400.00	\$444.44	11.11%
4	Cleanout Installation				
a.	4" cleanout	EA	\$1,675.40	\$1,675.40	0.00%
b.	6" cleanout	EA	\$1,787.10	\$1,787.10	0.00%
c.	8" cleanout	EA	\$1,898.80	\$1,898.80	0.00%

Clay County Utility Authority
Contract No. 18/19-A7 Part C
Cured-in-Place Continuing Services Contract

ITEM NO.	DESCRIPTION	UNIT	2022 UNIT PRICE	2024 Approved Unit Pricing	2024 Pricing Increase % INCREASE
5	Site Restoration				
a.	Concrete	SF	\$27.90	\$27.90	0.00%
b.	Paver Removal and Replacement	SF	\$55.80	\$55.80	0.00%
c.	Sodding	SF	\$4.50	\$4.50	0.00%
d.	Seeding and Mulching	SF	\$3.40	\$3.40	0.00%
6	Dewatering	LF	\$22.30	\$22.30	0.00%
7	Erosion and Sediment Control	LF	\$2.20	\$2.20	0.00%
8	Tanker Truck for Bypass (Daily Rate)	EA	\$3,900.00	\$3,900.00	0.00%
C.	Maintenance of traffic				
a.	Traffic Control-MOT Index 601 or 602 (per day)	LS	\$405.60	\$405.60	0.00%
b.	Traffic Control-MOT Index 603 or higher (per day)	LS	\$1,452.00	\$1,452.00	0.00%
c.	Traffic Control-MOT Index 601 or 602 (per week)	LS	\$2,027.20	\$2,027.20	0.00%
d.	Traffic Control-MOT Index 603 or higher (per week)	LS	\$7,259.90	\$7,259.90	0.00%
D.	Administration				
a.	Emergency Response Mobilization	EA	\$4,700.00	\$5,029.00	7.00%
b.	Construction Video and Photography	EA	\$1,116.90	\$1,116.90	0.00%
E.	Bonds				
a.	Contract Performance and Payment	%	1.50%	1.50%	

**THIRD RENEWAL OF CONTRACT
BETWEEN
CLAY COUNTY UTILITY AUTHORITY
AND
INSITUFORM TECHNOLOGIES, LLC.**

THIS RENEWAL to the **ITB 2018/2019-A7 CONTINUING CONTRACT FOR SANITARY SEWER, WETWELL AND/OR MANHOLE REHABILITATION PART C- CIPP SANITARY SEWER LINING SYSTEM CONTRACT**, is made and entered into this 7th day of June, 2024, by and between the **CLAY COUNTY UTILITY AUTHORITY** (“CCUA”), an independent special district and political subdivision of the State of Florida, existing and created under Chapter 94-491, Laws of Florida, Special Acts on 1994, whose primary business address is 3176 Old Jennings Road, Middleburg, Florida 32068, and **INSITUFORM TECHNOLOGIES, LLC.** (the “Contractor”), a Delaware Company whose primary business address is 580 Goddard Avenue, Chesterfield, Missouri, 63005; registered to do business in the State of Florida. CCUA and the Contractor may hereinafter be referred to individually as a “Party” or collectively as the “Parties.”

WITNESSETH

WHEREAS, CCUA and **INSITUFORM TECHNOLOGIES, LLC.** entered into that certain **ITB 2018/2019-A7 CONTINUING CONTRACT FOR SANITARY SEWER, WETWELL AND/OR MANHOLE REHABILITATION PART C- CIPP SANITARY SEWER LINING SYSTEM CONTRACT** as of June 18, 2019 (the “Original Agreement”);

WHEREAS, CCUA and the Contractor desire to extend the Original Agreement, First and Second Renewals by entering into this Third Renewal as set forth herein;

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

1. DESCRIPTION OF CHANGES

- a. Insituform Technologies, LLC. will continue to perform all its duties, responsibilities, and obligations under the Original Agreement, First and Second Renewals.
- b. CCUA hereby consents to continuing the Original Agreement with Insituform Technologies, LLC.
- c. The term of the Original Agreement, First and Second Renewals shall be extended to June 18, 2026. Both parties hereby acknowledge that this Agreement may be annually renewed upon mutual agreement of both Parties. Further, this Agreement is cancelable by either the Authority or the Contractor upon submittal of sixty (60) days’ notice of such intent to cancel.

- d. The rates in the Original Agreement, First and Second Renewals are hereby amended as detailed in the **Exhibit 'A'**. Pricing will be effective on June 18, 2024.

2. MISCELLANEOUS

- a. This Third Renewal and all Ancillary Documents may be executed by providing an electronic signature under the terms of the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001 et. seq., and Chapter 668, Florida Statutes and delivered by email or other electronic delivery method which will have the same force and effect as a written signature.
- b. This Third Renewal, when executed by the Parties, shall be effective as of the date stated above. This Third Renewal fully and completely expresses the agreement of the Parties with respect to the matters contained herein and shall not be modified or further amended except by written agreement executed by each of the Parties hereto. The Contractor understands and agrees that no representations of any kind whatsoever have been made to it other than as appear in this Third Renewal, that it has not relied on any such representations, and that no claim that it has so relied on may be made at any time and for any purpose.
- c. This Third Renewal may be executed in any number of counterparts, each of which shall be deemed original; however, all of which when taken together shall constitute one and the same instrument.
- d. Except as amended and/or modified by this Third Renewal, the Original Agreement, First and Second Renewals are hereby ratified and confirmed and all other terms of the Original Agreement, First and Second Renewals remain in full force and effect, unaltered, and unchanged by this Third Renewal. Whether or not specifically amended by this Third Renewal, all of the terms and provisions of the Original Agreement, First and Second Renewals are hereby amended to the extent necessary to give effect to the purpose and intent of this Third Renewal.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have executed this Third Renewal, effective as of the date indicated above.

INSITUFORM TECHNOLOGIES, LLC.:

By: 

Printed Name: Diane Partridge

Title: Contracting and Attesting Officer



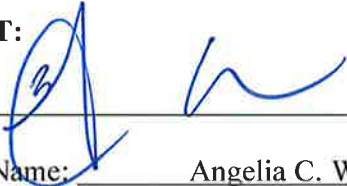
CLAY COUNTY UTILITY AUTHORITY:

By: 

Printed Name: Jeremy D. Johnston, MBA, PE

Title: Executive Director

ATTEST:

By: 

Printed Name: Angelia C. Wilson

Title: Procurement Manager

Execute in Triplicate Distribution (electronic):

1. Insituform Technologies, LLC.
2. CCUA Procurement Department
3. CCUA Project Manager – User Department

EXHIBIT 'A'

ITEM NO.	DESCRIPTION	UNIT	2022 UNIT PRICE	2024 Approved Unit Pricing	2024 Pricing Increase % INCREASE
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1	Light Cleaning (<1/4 diameter)				
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b.	6" diameter	LF	\$2.35	\$2.51	6.82%
c.	8" diameter	LF	\$1.95	\$2.11	8.33%
d.	10" diameter	LF	\$1.95	\$2.11	8.33%
e.	12" diameter	LF	\$2.40	\$2.62	9.09%
f.	14" diameter	LF	\$3.65	\$3.92	7.35%
g.	18" diameter	LF	\$6.05	\$6.54	8.04%
h.	20" diameter	LF	\$6.05	\$6.54	8.04%
i.	24" diameter	LF	\$8.40	\$9.05	7.69%
2	Tuberculation Cleaning				
a.	4" diameter	LF	\$22.30	\$22.30	0.00%
b.	6" diameter	LF	\$22.30	\$22.30	0.00%
c.	8" diameter	LF	\$20.10	\$20.10	0.00%
d.	10" diameter	LF	\$27.90	\$27.90	0.00%
e.	12" diameter	LF	\$27.90	\$27.90	0.00%
f.	14" diameter	LF	\$27.90	\$27.90	0.00%
g.	18" diameter	LF	\$27.90	\$27.90	0.00%
h.	20" diameter	LF	\$33.50	\$33.50	0.00%
i.	24" diameter	LF	\$33.50	\$33.50	0.00%
3	Root Removal				
a.	4" diameter	LF	\$8.90	\$8.90	0.00%
b.	6" diameter	LF	\$8.90	\$8.90	0.00%
c.	8" diameter	LF	\$8.90	\$8.90	0.00%
d.	10" diameter	LF	\$11.20	\$11.20	0.00%
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g.	18" diameter	LF	\$17.90	\$17.90	0.00%
h.	20" diameter	LF	\$20.10	\$20.10	0.00%
i.	24" diameter	LF	\$20.10	\$20.10	0.00%
4	TV Pipe Inspection				
a.	6" diameter	LF	\$0.95	\$1.00	5.56%
b.	8" diameter	LF	\$0.95	\$1.00	5.56%
c.	10" diameter	LF	\$0.95	\$1.00	5.56%
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5	Clean & TV Inspection - Sewer Lateral				
a.	Lateral Inspection 0' to 40'	EA	\$368.60	\$545.00	47.86%
b.	Additional Lateral Inspection >40'	LF	\$13.40	\$13.40	0.00%
B.	Sanitary Sewer Rehabilitation				
1	Sanitary Sewer Lining				
a.	6" diameter				

Clay County Utility Authority
Contract No. 18/19-A7 Part C
Cured-in-Place Continuing Services Contract

ITEM NO.	DESCRIPTION	UNIT	2022 UNIT PRICE	2024 Approved Unit Pricing	2024 Pricing Increase % INCREASE
1	4.5mm nominal thickness (.177)	LF	\$34.30	\$39.45	15.00%
b.	8" diameter				
1	6.0mm nominal thickness (.236)	LF	\$30.00	\$34.50	15.00%
2	7.5mm nominal thickness (.295)	LF	\$32.30	\$37.15	15.00%
3	9.0 mm normal thickness (.354)	LF	\$33.80	\$38.87	15.00%
c.	10" diameter				
1	6.0mm nominal thickness (.236)	LF	\$38.10	\$43.82	15.00%
2	7.5mm nominal thickness (.295)	LF	\$40.70	\$46.81	15.00%
3	9.0 mm normal thickness (.354)	LF	\$42.20	\$48.53	15.00%
d.	12" diameter				
1	6.0mm nominal thickness (.236)	LF	\$48.90	\$56.24	15.00%
2	7.5mm nominal thickness (.295)	LF	\$52.70	\$60.61	15.00%
3	9.0 mm normal thickness (.354)	LF	\$54.60	\$62.79	15.00%
e.	14" diameter				
1	6.0mm nominal thickness (.236)	LF	\$61.20	\$70.38	15.00%
2	7.5mm nominal thickness (.295)	LF	\$65.40	\$75.21	15.00%
3	9.0 mm normal thickness (.354)	LF	\$67.90	\$78.09	15.00%
e.	18" diameter			\$0.00	
1	6.0mm nominal thickness (.236)	LF	\$73.80	\$84.87	15.00%
2	7.5mm nominal thickness (.295)	LF	\$79.50	\$91.43	15.00%
3	9.0 mm normal thickness (.354)	LF	\$87.10	\$100.17	15.00%
4	10.5 mm nominal thickness (.413)	LF	\$96.50	\$110.98	15.00%
f.	20" diameter				
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2	7.5mm nominal thickness (.295)	LF	\$81.00	\$93.15	15.00%
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	13.5 mm nominal thickness (.531)	LF	\$162.50	\$186.88	15.00%
	15 mm nominal thickness (.591)	LF	\$187.20	\$215.28	15.00%
2	Sectional CIPP Lining				
a.	6" diameter				
1	3' in length	EA	\$2,233.80	\$2,233.80	0.00%
2	4' in length	EA	\$2,457.20	\$2,457.20	0.00%
3	6' in length	EA	\$2,568.90	\$2,568.90	0.00%
4	8' in length	EA	\$2,680.60	\$2,680.60	0.00%
b.	8" diameter				
1	3' in length	EA	\$2,345.50	\$2,345.50	0.00%
2	4' in length	EA	\$2,457.20	\$2,457.20	0.00%
3	6' in length	EA	\$2,568.90	\$2,568.90	0.00%
4	8' in length	EA	\$2,680.60	\$2,680.60	0.00%
c.	10" diameter				

Clay County Utility Authority
Contract No. 18/19-A7 Part C
Cured-in-Place Continuing Services Contract

ITEM NO.	DESCRIPTION	UNIT	2022 UNIT PRICE	2024 Approved Unit Pricing	2024 Pricing Increase % INCREASE
1	3' in length	EA	\$2,568.90	\$2,568.90	0.00%
2	4' in length	EA	\$2,680.60	\$2,680.60	0.00%
3	6' in length	EA	\$2,904.00	\$2,904.00	0.00%
4	8' in length	EA	\$3,015.70	\$3,015.70	0.00%
d.	12" diameter				
1	3' in length	EA	\$2,792.30	\$2,792.30	0.00%
2	4' in length	EA	\$2,904.00	\$2,904.00	0.00%
3	6' in length	EA	\$3,015.70	\$3,015.70	0.00%
4	8' in length	EA	\$3,127.40	\$3,127.40	0.00%
e.	14" diameter				
1	3' in length	EA	\$2,792.30	\$2,792.30	0.00%
2	4' in length	EA	\$2,904.00	\$2,904.00	0.00%
3	6' in length	EA	\$3,015.70	\$3,015.70	0.00%
4	8' in length	EA	\$3,127.40	\$3,127.40	0.00%
f.	18" diameter				
1	3' in length	EA	\$3,015.70	\$3,015.70	0.00%
2	4' in length	EA	\$3,127.40	\$3,127.40	0.00%
3	6' in length	EA	\$3,239.00	\$3,239.00	0.00%
4	8' in length	EA	\$3,462.40	\$3,462.40	0.00%
g.	20" diameter				
1	3' in length	EA	\$3,127.40	\$3,127.40	0.00%
2	4' in length	EA	\$3,239.00	\$3,239.00	0.00%
3	6' in length	EA	\$3,350.70	\$3,350.70	0.00%
4	8' in length	EA	\$3,462.40	\$3,462.40	0.00%
h.	24" diameter				
1	3' in length	EA	\$4,356.00	\$4,356.00	0.00%
2	4' in length	EA	\$4,467.70	\$4,467.70	0.00%
3	6' in length	EA	\$4,579.30	\$4,579.30	0.00%
4	8' in length	EA	\$4,691.00	\$4,691.00	0.00%
3	Lateral CIPP Lining				
a.	Top Hat up to 36"				
1	4" lateral connection	EA	\$2,859.30	\$4,229.00	47.90%
2	6" lateral connection	EA	\$2,859.30	\$4,229.00	47.90%
3	8" lateral connection	EA	\$3,026.80	\$3,026.80	0.00%
b.	Full Wrap - up to 36"				
1	4" lateral connection	EA	\$2,859.30	\$4,229.00	47.90%
2	6" lateral connection	EA	\$2,859.30	\$4,229.00	47.90%
3	8" lateral connection	EA	\$3,026.80	\$3,026.80	0.00%
c.	Lateral Lining 0 - 40'	EA	\$1,904.30	\$1,904.30	0.00%
d.	Additional Lateral Lining >40'	LF	\$102.80	\$102.80	0.00%
e.	Lateral Cutout & Polish	EA	\$175.00	\$191.41	9.38%
f.	Lateral Grout	EA	\$400.00	\$444.44	11.11%
4	Cleanout Installation				
a.	4" cleanout	EA	\$1,675.40	\$1,675.40	0.00%
b.	6" cleanout	EA	\$1,787.10	\$1,787.10	0.00%
c.	8" cleanout	EA	\$1,898.80	\$1,898.80	0.00%

Clay County Utility Authority
Contract No. 18/19-A7 Part C
Cured-in-Place Continuing Services Contract

ITEM NO.	DESCRIPTION	UNIT	2022 UNIT PRICE	2024 Approved Unit Pricing	2024 Pricing Increase % INCREASE
5	Site Restoration				
a.	Concrete	SF	\$27.90	\$27.90	0.00%
b.	Paver Removal and Replacement	SF	\$55.80	\$55.80	0.00%
c.	Sodding	SF	\$4.50	\$4.50	0.00%
d.	Seeding and Mulching	SF	\$3.40	\$3.40	0.00%
6	Dewatering	LF	\$22.30	\$22.30	0.00%
7	Erosion and Sediment Control	LF	\$2.20	\$2.20	0.00%
8	Tanker Truck for Bypass (Daily Rate)	EA	\$3,900.00	\$3,900.00	0.00%
C.	Maintenance of traffic				
a.	Traffic Control-MOT Index 601 or 602 (per day)	LS	\$405.60	\$405.60	0.00%
b.	Traffic Control-MOT Index 603 or higher (per day)	LS	\$1,452.00	\$1,452.00	0.00%
c.	Traffic Control-MOT Index 601 or 602 (per week)	LS	\$2,027.20	\$2,027.20	0.00%
d.	Traffic Control-MOT Index 603 or higher (per week)	LS	\$7,259.90	\$7,259.90	0.00%
D.	Administration				
a.	Emergency Response Mobilization	EA	\$4,700.00	\$5,029.00	7.00%
b.	Construction Video and Photography	EA	\$1,116.90	\$1,116.90	0.00%
E.	Bonds				
a.	Contract Performance and Payment	%	1.50%	1.50%	



Clay County Utility Authority

3176 Old Jennings Rd.
Middleburg, Florida 32068-3907
Telephone (904) 213-2413
Facsimile (904) 213-2436

Working together to
protect public health,
conserve our natural
resources, and create
long-term value for
our ratepayers.

May 7, 2024

Diane Partridge
Insituform Technologies, LLC.
17988 Edison Avenue
Chesterfield, MO 63005

Re: Renewal of Part C – CIPP Sanitary Sewer Lining System
Continuing Contract for Sanitary Sewer, Wetwell and/or Manhole Rehabilitation Services Bid
No. 18/19-A7

Dear Ms. Partridge:

The above referenced contract is scheduled to expire on **June 18, 2024**. The contract terms allow for a renewal period of 24-months, contingent upon the mutual agreement of both parties. The Clay County Utility Authority (CCUA) is hereby providing written notice of interest in renewing the existing contract for an additional 24-month period, continuing from **June 19, 2024**, through **June 18, 2026**. If you wish to continue the contract under the current terms, please sign, date and return this letter to us by **May 13, 2024**, and we will consider this confirmation of acceptance of the current terms as stated above. Please review Article 5.02 of the Standard Form of Agreement (Page 00520-3) regarding Fee Modifications and Price Adjustments and provide any requested price adjustments along with this letter for the contract renewal.

We appreciate your cooperation and look forward to continuing doing business with you in the coming years.

Sincerely,
CLAY COUNTY UTILITY AUTHORITY

Darrin G. Parker
Darrin G. Parker
Contract & Procurement Specialist

/dp

cc: Jeremy D. Johnston
Darryl Muse

ACCEPTANCE: **YES** NO OTHER
Insituform Technologies, LLC.

Diane Partridge

NAME:
Diane Partridge

TITLE:
Contracting and Attesting Officer

DATE: June 6, 2024



STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa**, a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Insituform Technologies, LLC, 580 Goddard Avenue, Chesterfield, MO 63005 (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals, or bids. The parties agree that the Vendor has entered a contract with Clay County Utility Authority - Florida, said contract being identified as: Sewer, Wetwell and Manhole Rehabilitation Services, Contract No. 18/19-A7, (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Sewer, Wetwell and Manhole Rehabilitation Services, (see Exhibit A – original contract)

1. The original government contract is incorporated herein by reference and attached as **Exhibit A** to this Contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

2. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties' sign by and between the City of Cocoa, FL and Insituform Technologies, LLC. The term of said agreement shall be for the period effective date of signature of City Mayor through 06/18/2024, should Clay County Utility Authority and Insituform Technologies, LLC, renew or extend terms, so shall this agreement automatically renew or extend for like terms.

The City of Cocoa intends to utilize said agreement for Fiscal Year 2023 and 2024 and shall not exceed the budgeted amount, any change orders to this amount must be approved by City Manager.

a. Insurance Requirements (As Applicable):

Liability Insurance

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

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than \$15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence and with a deductible amount not greater than \$1,000. It is further required that the City of Cocoa, be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

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

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is \$15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than \$2,000,000 as the combined single limit for each occurrence and with a deductible not greater than \$5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa, be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

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

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance in the amount of \$3,000,000.00 per occurrence and in the aggregate with a deductible not greater than \$50,000.00 and submit proof of same in the form of a certificate of insurance before work is begun.

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

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

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at \$250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of

insurance before work is begun.

COMPREHENSIVE BUILDER RISK INSURANCE

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of \$2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

a. Any other provisions that will be modified:

The CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit (**Exhibit B**) in accordance with Florida Statute § 448.95; via E-Verify (<https://www.e-verify.gov>), which is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. This must be completed prior to the CITY issuing any Purchase Orders or requesting services.

b. Address change for the City of Cocoa:

Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoafl.org.

- c. Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Brevard County, Florida. Litigation between the parties arising out of this contract must be in Brevard County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.
- d. Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation, or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.
- e. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.
- f. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

VENDOR:

Insituform Technologies, LLC
Attn: Diane Partridge
580 Goddard Avenue
Chesterfield, MO 63005
636-530-8000
dpartridge@aegion.com

Insituform Technologies, LLC

Entered this 14th day of February,
2023

Diane Partridge
Contracting and Attesting Officer

(Print Name / Title)

Diane Partridge

(Signature)

February 8, 2023

(Date)

City Council Approval Required

☒ Yes (Approved by Mayor)

☐ No (Approved by City Manager)

CITY OF COCOA

By: N/A

Date: _____

(Stockton Whitten, City Manager)

City Manager (For purchases up to the limit of the City Manager's purchase order authority, this signature alone as attested will be sufficient).

Michael C. Blake

By: _____
Date: 02/14/2023

(Michael C. Blake, Mayor)

Mayor (For purchases exceeding City Manager's purchase order authority).

Caine Shalup

Attested By: City Clerk





Finance Department
Purchasing Division
65 Stone Street | Cocoa, FL 32922
Phone: (321) 433-8775 | Fax: (321) 433-8860

City of Cocoa
AMENDMENT TO PURCHASE AGREEMENT
1st AMENDMENT

Insituform Technologies, LLC
Piggyback Agreement No. 18/19-A7
Sanitary Sewer, Wetwell and Manhole Rehabilitation Services

This First Amendment is to confirm receipt and acknowledgement of the agreed upon Annual Renewal made effective June 18, 2024, by and between Clay County Utility Authority and Insituform Technologies, LLC. This Amendment also confirms receipt and acknowledgment the CONTRACTOR shall continue to provide Sanitary Sewer, Wetwell and Manhole Rehabilitation Service as agreed upon under Piggyback Agreement 18/19-A7, made effective February 14, 2023, by and between the City of Cocoa and Insituform Technologies, LLC. This renewal shall correspond with the renewal issued by Clay County Utility Authority and expire on June 18, 2026.

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

Insituform Technologies, LLC

CITY OF COCOA

By: Diane Partridge
(Print Name)

By: Stockton Whitten
(Print Name)

Contracting and Attesting
(Title)

City Manager
(Title)

Diane Partridge 11/19/2024
Signature / Date

Stockton Whitten 11/21/2024
Signature / Date

CC: Monica Arsenault, City Clerk
Brian Dale, Purchasing Manager
Donnie Howard, Field Operations Manager

2
Attested By: City Clerk

SPECIFICATIONS AND CONTRACT DOCUMENTS

Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract

**CLAY COUNTY UTILITY AUTHORITY
MIDDLEBURG, FLORIDA**

CCUA BID NO. 18/19-A7



**Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068
(904) 272-5999**

April 2019

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(NOT USED)

SECTION 00020

REQUEST FOR BIDS

NOTICE IS HEREBY GIVEN that the Clay County Utility Authority (AUTHORITY), Clay County, Florida, will be accepting sealed Bids in triplicate, which will be received until 2:00 p.m., (local time), May 9, 2019, at the Clay County Utility Authority, 3176 Old Jennings Road, Middleburg, Florida 32068-3907 for the following:

Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract CCUA BID NO. 18/19-A7

The Selected Contractor shall furnish, unless otherwise noted, all necessary permits, labor, equipment and materials to complete the following:

- This is a five (5) year continuing contract for work that consists of furnishing all labor, materials and equipment necessary to rehabilitate sanitary sewers, manholes and/or wetwells. Owner shall furnish construction plans to identify the work for which purchase orders will be issued.

Bidders may bid on any or all Parts but must provide unit pricing for each item in any Part they intend to bid. The Owner will evaluate the bids and determine which bid is in its best interest and the award will be made to the Bidder with the highest ranking based on the items of consideration in Article 19 of Section 00200 Instructions to Bidders.

All materials, methods of construction, and standards must be in accordance with the AUTHORITY's approved material manual, specs, and details.

Certified minority business enterprises or minority persons are encouraged to timely submit their bid for this project consistent with the terms of this Notice. Due consideration also will be given to bidders, other than certified minority business enterprises or minority persons, whose bid contains a written plan or summary outlining their intended efforts to use certified minority business enterprises or minority persons as subcontractors or material suppliers for this project, should bidder be awarded a contract.

Bids are due at 2:00 p.m., local time, May 9, 2019, at the Clay County Utility Authority, 3176 Old Jennings Road, Middleburg, Florida 32068-3907, and will be opened as soon thereafter as possible in the presence of the Recording Secretary of the AUTHORITY and all other interested persons. The opened Bids will be read aloud, examined for conformance to the specifications, tabulated, and one copy preserved in the custody of the AUTHORITY'S Recording Secretary.

Bids will not be valid unless received in triplicate by the Bid deadline and in a sealed envelope marked "CLAY COUNTY UTILITY AUTHORITY, Sealed Bid No. 18/19-A7"

Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract, to be opened 2:00 p.m., May 9, 2019”, so as to guard against opening prior to the time set therefore.

Envelopes should be mailed or delivered in person to the above address. Questions should be directed in writing by email to jgray@clayutility.org no later than Monday, April 29, 2019 at 2:00 p.m. (local time).

BID Documents, drawings and any ADDENDA may be obtained electronically from www.clayutility.org/projects/procurement.aspx. All bidders shall be responsible for obtaining all documents and Addenda issued prior to the Bid.

The authority shall not be responsible for full or partial sets of documents including Addenda, if any, obtained from sources other than the issuing office.

Bids require a Bid security made payable to Owner for Part A: in an amount of five (5) percent of \$50,000 (\$2,500); for Parts B and C: five (5) percent of \$500,000 (\$25,000) in the form of a either a certified check or a bank money order or a Bid bond and may not be withdrawn after the scheduled opening time for a period of sixty (60) days.

The AUTHORITY reserves the right to waive formalities in any Bid, to reject any or all bids with or without cause, and/or to accept the Bid or any portion thereof that, in its judgement, will be in the best interest of the AUTHORITY.

END OF SECTION

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACTS

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



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ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

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ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid may be obtained from the Issuing Office. The deposit will be refunded to each document holder of record who returns a complete set of Bidding Documents in good condition within 60 days after opening of Bids.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's responsiveness, Bidder will submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below and in Article 15.

A. Bidder's Ability to Perform and Responsiveness: Bidder before the award of any Contract, will demonstrate to the complete satisfaction of the Owner that the Bidder has the necessary facilities, ability and financial resources to perform the work or provide the requested special services in a satisfactory manner within the time specified; that Bidder has had experience in the work or special services of the same or similar nature; and that the Bidder's past history and references which will serve to satisfy the Owner beyond any doubt as to their responsiveness for doing the work.

B. List of References and installations of similar work with contact names and telephone numbers as described in Article 15.

C. Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;
- B. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- C. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Paragraph 4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Paragraph 4.06 of the Supplementary Conditions as containing reliable "technical data";
- D. consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;
- E. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- F. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- G. promptly give Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Owner is acceptable to Bidder; and
- H. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.02 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any

specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Owner written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Owner are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE

5.01 A pre-Bid conference will not be held.

ARTICLE 6 – SITE AND OTHER AREAS

6.01 The Site will be identified by Purchase Order. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Owner in writing. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda and will be made available on CCUA's website to review; www.clayutility.org/projects/procurement.aspx. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Respondents shall be responsible for checking CCUA's website for any Addenda prior to bid submittal.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner.

ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner for Part A: in an amount of five (5) percent of \$50,000 (\$2,500); for Parts B and C: five (5) percent of \$500,000 (\$25,000) and in the form of either a certified check, bank money order, or Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.

8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to

have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

- 8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment will be set forth in the individual purchase orders issued under this Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or “or-equal” items. Whenever it is specified or described in the Bidding Documents that a substitute or “or-equal” item of material or equipment may be furnished or used by Contractor if acceptable to Owner, application for such acceptance will not be considered by Owner until after the Effective Date of the Agreement.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.
- 12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

- 12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 13 – PREPARATION OF BID

- 13.01 *The Bid Form is included with the Bidding Documents. Bidding Documents are available on CCUA's website; www.clayutility.org/projects/procurement.aspx.* The authority shall not be responsible for full or partial sets of documents including Addenda, if any, obtained from sources other than the issuing office.
- 13.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Part, bid item, and unit price item listed therein. In the case of optional alternatives, the words "No Bid," "No Change," or "Not Applicable" may be entered.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.06 A Bid by an individual shall show the Bidder's name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.08 All names shall be printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

14.01 Unit Price

- A. Bidders shall submit a Bid on a unit price for each item of Work listed in the Bid schedule.
- B. The total of all estimated prices will be in the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.
- C. Estimated Quantities: The Bidder's attention is called to the fact that any estimate of quantities furnished on the bid form or elsewhere, are approximate only. Estimated quantities are for proposal preparation only and should not be interpreted as restrictive minimum or maximum quantities to which contract prices apply. The owner does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities nor shall the successful contractor plead misunderstanding or deception because of such estimate of quantities. All contract work is contingent upon funding approved by the Clay County Utility Authority's Board of Supervisors.
- D. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

14.02 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in Paragraph 11.02 of the General Conditions.

ARTICLE 15 – SUBMITTAL OF BID

15.01 *BID Documents, drawings, and ADDENDA, if any, may be obtained electronically from; www.clayutility.org/projects/procurement.aspx. All Bidders shall be responsible for obtaining Addenda, if any, issued prior to the bid. The authority shall not be responsible for full or partial sets of documents including Addenda, if any, obtained from sources other than the issuing office. See Bid Submittal Checklist for other documents needed for bid submittal.*

15.02 An unbound copy of the Bid Form is to be completed and submitted with the following documents:

- 1) The required Bid Security,
- 2) W-9 Tax Payers Identification form,
- 3) Public Entities Crimes Statement,
- 4) Trench Safety Affidavit,
- 5) Copy of Contractor's License or Underground Utility Contractor's License,

- 6) Authorization to do business in the State of Florida or Bidder's covenant in writing to obtain such authority prior to award of the contract (per Article 13),
- 7) Bidder Qualifications and Information:
 - a) Proof that the Bidder has been in business, under the same name, for a minimum of five (5) years
 - b) Location of offices
 - c) Copies of all contractor/subcontractor personnel's confined space entry and manufacturer installation certifications
 - d) Resumes of proposed project manager and project superintendent with verification that they each have a minimum of five (5) years of experience and have been employed with the Bidder's company for a minimum of one (1) year.
 - e) Equipment listing,
- 8) Subcontractor Qualifications and Information:
 - a) Name and address
 - b) Type of work to be performed
 - c) Proof that the Subcontractor has been in business, under the same name, for a minimum of three (3) years
 - d) Resumes of proposed project manager and project superintendent with verification that they each have a minimum of three (3) years of experience and have been employed with the Bidder's company for a minimum of one (1) year.
- 9) Bidder Reference Projects Information. Submit the following information for each of three (3) projects:
 - a) Project name
 - b) Project location (city, state)
 - c) Brief description of project substantiating similarity to this project
 - d) Date of completion of project
 - e) Owner's name
 - f) Owner's Project Manager name, telephone number and email address
 - g) Engineer's Project Manager name, telephone number and email address.
- 10) Subcontractor Reference Projects Information. Submit the following information for each of three (3) projects:
 - a) Project name
 - b) Project location (city, state)
 - c) Brief description of project substantiating similarity to this project
 - d) Date of completion of project
 - e) Owner's name
 - f) Owner's Project Manager name, telephone number and email address

- g) Engineer's Project Manager name, telephone number and email address.
- 11) Product Specifications - Detailed, manufacturer product specifications of the rehabilitation system to be used for work under this contract:
- Part A – Treatment Plant Wetwell Lining System
 - Part B – Manhole/Lift Station Wetwell Coating System
 - Part C – CIPP Sanitary Sewer Lining System
- 12) Documentation of good faith efforts to utilize MBE/WBEs on this project,
- 13) Current workload (project commitments),
- 14) Financial Statement (THIS INFORMATION MUST BE SUBMITTED IN A SEPARATE ENVELOPE WITH "FINANCIAL INFORMATION" WRITTEN ON THE OUTSIDE. Per Florida Statutes this information is exempt from public information requests.) or a letter from the bidder's surety showing sufficient bonding capacity for this project. Most recent financial statements:
1. Audited financial statements [if Bidder has bank loan(s)] including:
 - a. "Cash on hand".
 - b. Calculation of "Current Ratio" (result of dividing current assets by current liabilities).
 - c. Calculation of "Debt to Asset Ratio" (result of dividing total liabilities by total assets).
 - d. Ratio of "working capital" to "total assets".
 - e. Ratio of "retained earnings" to "total assets".
 - f. Ratio of "earnings before interest and taxes" to "total assets".
 - g. Ratio of "net worth" to "total liabilities".
 2. Unaudited financial statements (if audited statements are not available).
 3. Last three (3) years of corporate federal income tax returns.
 4. In lieu of financial information described in Paragraph 14. 1.-3., Bidder may provide a letter from his bonding company stating that Bidder has sufficient available bonding capacity for the project.
- 15) Part C only: Bidder shall include copies of their company's safety logs (summaries only) submitted to the Occupational Health and Safety Administration (OSHA) and those of any subcontractors to perform work under this contract for the 2016, 2017, and 2018 calendar years. Proposal will be rejected if the OSHA logs (summaries only) are NOT provided with the proposal submittal. The Owner reserves the right to reject a proposal based upon past safety performance as evidenced from contractor/subcontractor OSHA logs (summaries only), references and other means as determined by the Owner. Safety performance shall be demonstrated by the contractor to the Owner's satisfaction.

- 16) Part C only: Product Performance - Bidder shall provide a reference list that documents the proposed product is commercially proven. For a product to be considered “commercially proven”, a minimum of 2,000,000 linear feet of successful sanitary sewer system installations in the United States within 5 years must be documented to the satisfaction of the Owner. In addition, at least 300,000 linear feet of 8” to 18” of the product shall have been in successful service within sanitary sewer systems within the State of Florida for a minimum of five (5) years.
- 17) Part C only: CIPP Lining Installer Performance - Bidder shall provide documentation demonstrating that an installer is “commercially proven”. For an installer to be “commercially proven”, the installer must satisfy all insurance, financial and bonding requirements of the Owner and must have had at least five (5) years active experience under the firm’s current name in the commercial installation of the proposed product. In addition, the installer must have successfully installed a minimum of 1,000,000 linear feet within 24 months of the proposed product in sanitary systems in the State of Florida.
- 18) Part C only: Cleaning Contractor Performance – Bidder shall provide documentation demonstrating that Cleaning Contractor has previously been engaged in cleaning operations of similar size and complexity to the work described herein. A contractor conducting cleaning operations on existing sewer lines shall have five (5) years experience in cleaning existing sewer lines using the equipment specified herein and shall have successfully completed projects containing a total of at least 200,000 linear feet within the past two (2) years.
- 19) Part C only: Lateral Installer Performance - The contractor or subcontractor shall have a minimum of two (2) years of service continuous experience installing CIPP Lateral Lining in pipe of similar size, length and configuration as proposed in this project. In addition, the contractor or subcontractor shall have successfully installed 15,000 CIPP laterals in a wastewater collection system application. The onsite Superintendent must have installed over 5,000 CIPP laterals of like condition for this geographic area and have a minimum of 5 years of CIPP industry experience.

15.02 The Authority reserves the right to examine documentation which supports compliance with federal, state, and local labor regulations. Examples include Federal tax form 941 and OSHA incident report forms.

15.03 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation “BID ENCLOSED.” A mailed Bid shall be addressed to Chief Engineer, Clay County Utility Authority, 3176 Old Jennings Road, Middleburg, Florida 32068.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the Request for Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, incomplete, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.
- 19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.
- 19.07 The Owner will evaluate the bids and the award will be made to the lowest responsive, responsible bidder for the Part(s) selected by the Owner.
- 19.08 Certified minority business enterprises or minority persons are encouraged to timely submit their bid for this project consistent with the terms of this Notice. Due consideration also will be given to bidders, other than certified minority business enterprises or minority persons, who agree to use certified minority business enterprises or minority persons as subcontractors or material suppliers for this project, should they be awarded this bid.
- 19.09 In evaluating Bids, Buyer will consider the qualifications of the Bidders. The AUTHORITY shall evaluate each proposal based on the following factors:
- A. Cost - Cost is always an important factor, however it is not the only consideration.
 - B. Emergency Service - Contractor must respond to an emergency situation within 24 hours and be mobilized and ready to make repairs as required and in accordance with these specifications.
 - C. Experience of the Firm - Years of experience providing these types of services along with customer references and past performance are important factors that will be considered. In the past 24 months, Contractor shall have successfully completed:
 - Part A – 20 treatment plant wetwell lining systems
 - Part B – 200 manhole/lift station wetwell lining systems
 - Part C – 1,000,000 linear feet of sanitary pipe lining.
 - D. Logistics - The location of the firm in relation to the service area and the logistical effort required to transport equipment are factors that will be taken into consideration.
 - E. Prior experience - The AUTHORITY reserves the right to reject a bid based on past performance of the firm.
 - F. Equipment Availability - Contractor must own or have a long-term lease for all equipment and be capable of performing all of the work listed in the bid form with this equipment.
 - G. Safety: The Authority reserves the right to reject a bid based on unsatisfactory safety record or a lack of documented safety procedures.

- H. License Required - Contractor must have valid a Florida Underground Utility Contractor's License or General Contractor's License.
- I. Compliance of proposed products with the contract specifications.
- J. For Part C – Sewer Rehabilitation using Cured-in-place Pipe, the following additional evaluation criteria and point system shall be used to evaluate the Bidder's proposal:

The Owner's staff shall conduct an evaluation of all Part C Bidders on the basis of the information provided with the proposal and other evaluation criteria as set forth above. Recommendation for award will be made to the highest rated Bidder as determined by the Owner's staff in accordance with the award criteria. Selection will be made from a short list of Bidders deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation criteria listed below:

<u>Criteria</u>	<u>Score</u>	<u>WeightMax.</u>	<u>Pts. Possible</u>
References to verify product performance in conditions similar to the work to be performed for the Owner.	25	10	250
References to verify installer performance for work similar to that of the work to be performed for the Owner	25	10	250
Documentation and references to verify the contractor's Safety practices and safety history including any subcontractor in the performance of work similar to work to be performed for the Owner.	25	20	500
Price	15	10	150
<u>Office and staff location</u>	<u>10</u>	<u>5</u>	<u>50</u>
TOTAL	100		1,200

19.09 The Bidders shall provide unit prices for all bid items. The Owner will evaluate the bids and determine which bid is in its best interest and the award will be made to the highest ranking based on the items of consideration in section 19.08 above.

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

- 20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 – SALES AND USE TAXES

- 22.01 State sales and use taxes on materials and equipment to be incorporated in the Work shall be included in the Bid. However, the Owner is exempt from sales and use taxes on materials and equipment and therefore, at the Owners option, the Contractor shall be required to provide the Owner with the details of his Purchase Order(s), including vendor name, address, and quantity and type of materials and/or equipment being ordered. The Owner may choose to order the major materials and/or equipment direct. Should the Owner choose to do this, any payment that is made direct by the Owner (plus an amount equal to the sales tax that would have been paid by the Contractor) for the materials shall be a direct deduct from the Contractors contract as if the payment were made direct to the Contractor. The whole purpose of this provision is to save the amount of sales taxes that would be otherwise assessed to the Contractor for the major material purchases.

ARTICLE 23 – RETAINAGE

- 23.01 Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

END OF SECTION

SECTION 00300

BID FORM

CCUA BID NO. 18/19-A7

Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract
CLAY COUNTY UTILITY AUTHORITY

SUBMITTED BY: _____ DATE: _____

The undersigned, as Bidder, hereby declares that the only person or persons interested in the proposal as Principals is, or are named herein and that no other person that is herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith, without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the places where the work is to be performed; that he has examined the plans and specifications for the work and contract documents relative thereto, that he has read all special provisions furnished prior to the opening of bids, and that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the Owner in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the contract in full and complete it in accordance with the shown, noted, described and reasonable intended requirements of the plans and specifications and contract documents to the full satisfaction of the contract with the Owner with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and contract documents, as follows:

BID SCHEDULE

Bids are to be on a unit price basis and are to include all labor, materials, equipment and incidentals necessary to perform the special services as indicated in the contract documents. Bidders may bid on any or all Parts but must provide unit pricing for each item in any Part they intend to bid. Incomplete bid submittals will not be accepted. Work includes, but is not necessarily limited to, the following:

This is a five (5) year continuing contract for work that consists of furnishing all labor, materials and equipment necessary to rehabilitate sanitary sewers, manholes and/or wetwells. Owner shall furnish construction plans to identify the work for which purchase orders will be issued.

00300-1

Part A – Treatment Plant Wetwell Rehabilitation

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A.	Surface Preparation	4,000	SF		
B.	Material Installation	4,000	SF		
Sub-total Part A					
C.	Construction Performance & payment Bond Not to Exceed 2%		%		
Total Part A					

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Part B – Manhole or Lift Station Wetwell Rehabilitation

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A.	Clean and Coat New Sanitary Sewer Manhole (4-foot diameter)	50	VF		
B.	Clean and Coat New Sanitary Manhole (5-foot diameter)	50	VF		
C.	Clean and Coat Existing Sanitary Sewer Manhole (4-foot diameter)	1000	VF		
D.	Clean and Coat Existing Sanitary Sewer Manhole (5-foot diameter)	1000	VF		
E.	Clean and Coat Existing Wetwell	5000	SF		
F.	Interior Manhole Coating/Lining Repair	50	SF		
G.	Adjust manhole frame and cover (adjustment rings not-to-exceed 12")	25	EA		
H.	Adjust manhole frame and cover with cone or riser section (Each additional foot over initial 12")	5	VF		
I.	Install frame & cover (24")	1	EA		
J.	Install frame & cover (36")	1	EA		
K.	Invert Replacement	50	EA		
L.	Inside Drop System 4" - 8"	25	EA		
M.	Inside Drop System 10" - 12"	25	EA		
N.	Stop Leak (per manhole without lining)	50	EA		
O.	Maintenance of Traffic				
1.	Traffic Control – MOT Index 601 or 602 (per day)	2	LS		
2.	Traffic Control – MOT Index 603 or higher (per day)	4	LS		
3.	Traffic Control – MOT Index 601 or 602 (per week)	2	LS		
4.	Traffic Control – MOT Index 603 or higher (per week)	4	LS		
P.	Emergency Response Mobilization (per Work Order)	5	EA		
Q.	Construction Video and Photos (per Work Order)	20	EA		
Sub-total Part B					\$
R.	Construction Performance & Payment Bond Not to Exceed 2%		%		
Total Part B					\$

00300-3

Part C – Sanitary Sewer Rehabilitation – Cured-in-place Pipe (CIPP)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Sanitary Sewer Line Cleaning and Inspection					
1.	Light Cleaning (<1/4 diameter)				
a.	4" Diameter	5,000	LF		
b.	6" Diameter	2,000	LF		
c.	8" Diameter	13,250	LF		
d.	10" Diameter	1,250	LF		
e.	12" Diameter	900	LF		
f.	14" Diameter	500	LF		
g.	18" Diameter	100	LF		
h.	20" Diameter	100	LF		
i.	24" Diameter	100	LF		
2.	Tuberculation Cleaning				
a.	4" Diameter	250	LF		
b.	6" Diameter	100	LF		
c.	8" Diameter	650	LF		
d.	10" Diameter	75	LF		
e.	12" Diameter	50	LF		
f.	14" Diameter	25	LF		
g.	18" Diameter	50	LF		
h.	20" Diameter	50	LF		
i.	24" Diameter	50	LF		
3.	Root Removal				
a.	4" Diameter	500	LF		
b.	6" Diameter	200	LF		
c.	8" Diameter	1,300	LF		
d.	10" Diameter	125	LF		
e.	12" Diameter	90	LF		
f.	14" Diameter	50	LF		
g.	18" Diameter	50	LF		
h.	20" Diameter	50	LF		
i.	24" Diameter	50	LF		
4.	CCTV Pipe Inspection				
a.	6" Diameter	2,000	LF		
b.	8" Diameter	13,250	LF		
c.	10" Diameter	1,250	LF		
d.	12" Diameter	900	LF		
e.	14" Diameter	500	LF		

00300-4

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
f.	18" Diameter	200	LF		
g.	20" Diameter	200	LF		
h.	24" Diameter	200	LF		
5.	Clean & CCTV Inspection – Sewer Lateral (no lining)				
a.	Lateral inspection 0' to 40'	20	EA		
b.	Additional Lateral Inspection > 40'	1	LV		
B. Sanitary Sewer Rehabilitation					
1. CIPP lining					
a.	6" Diameter				
1	4.5 mm nominal thickness (.177)	2,000	LF		
b.	8" Diameter				
1	6.0 mm nominal thickness (.236)	13,250	LF		
2	7.5 mm nominal thickness (.295)	1	LF		
3	9.0 mm nominal thickness (.354)	1	LF		
c.	10" Diameter				
1	6.0 mm nominal thickness (.236)	1,250	LF		
2	7.5 mm nominal thickness (.295)	1	LF		
3	9.0 mm nominal thickness (.354)	1	LF		
d.	12" Diameter				
1	6.0 mm nominal thickness (.236)	900	LF		
2	7.5 mm nominal thickness (.295)	1	LF		
3	9.0 mm nominal thickness (.354)	1	LF		
e.	14" Diameter				
1	6.0 mm nominal thickness (.236)	500	LF		
2	7.5 mm nominal thickness (.295)	1	LF		
3	9.0 mm nominal thickness (.354)	1	LF		
e.	18" Diameter				
1	6.0 mm nominal thickness (.236)	200	LF		
2	7.5 mm nominal thickness (.295)	1	LF		
3	9.0 mm nominal thickness (.354)	1	LF		
4	10.5 mm nominal thickness (.413)	1	LF		
f.	20" Diameter				
1	6.0 mm nominal thickness (.236)	200	LF		
2	7.5 mm nominal thickness (.295)	1	LF		
3	9.0 mm nominal thickness (.354)	1	LF		
4	10.5 mm nominal thickness (.413)	1	LF		
5	12.0 mm nominal thickness (.472)	1	LF		
g.	24" Diameter				
1	9.0 mm nominal thickness (.354)	200	LF		

00300-5

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
2	12.0 mm nominal thickness (.472)	1	LF		
3	12.0 mm nominal thickness (.472)	1	LF		
4	13.5 mm nominal thickness (.531)	1	LF		
5	15.0 mm nominal thickness (.591)	1	LF		
2. Sectional CIPP lining					
a.	6" Diameter				
1	3' in length	1	EA		
2	4' in length	1	EA		
3	6' in length	1	EA		
4	8' in length	1	EA		
b.	8" Diameter				
1	3' in length	1	EA		
2	4' in length	1	EA		
3	6' in length	1	EA		
4	8' in length	1	EA		
c.	10" Diameter				
1	3' in length	1	EA		
2	4' in length	1	EA		
3	6' in length	1	EA		
4	8' in length	1	EA		
d.	12" Diameter				
1	3' in length	1	EA		
2	4' in length	1	EA		
3	6' in length	1	EA		
4	8' in length	1	EA		
e.	14" diameter				
1	3' in length	1	EA		
2	4' in length	1	EA		
3	6' in length	1	EA		
4	8' in length	1	EA		
c.	18" Diameter				
1	3' in length	1	EA		
2	4' in length	1	EA		
3	6' in length	1	EA		
4	8' in length	1	EA		
d.	20" Diameter				
1	3' in length	1	EA		
2	4' in length	1	EA		
3	6' in length	1	EA		

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ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
4	8' in length	1	EA		
e.	24" diameter				
1	3' in length	1	EA		
2	4' in length	1	EA		
3	6' in length	1	EA		
4	8' in length	1	EA		
3. Lateral CIPP Lining					
a.	Top hat – up to 36 inches				
1	4" lateral connection	60	EA		
2	6" lateral connection	120	EA		
3	8" lateral connection	1	EA		
b.	Full wrap – up to 36 inches				
1	4" lateral connection	60	EA		
2	6" lateral connection	120	EA		
3	8" lateral connection	1	EA		
c.	Lateral lining 0 to 40'	175	EA		
d.	Additional lateral lining >40'	1	LF		
e.	Lateral cutout & polish	175	EA		
f.	Lateral grout	1	EA		
4. Cleanout Installation					
a.	4" cleanout	10	EA		
b.	6" cleanout	10	EA		
c.	8" cleanout	1	EA		
5. Site Restoration					
a.	Concrete	200	SF		
b.	Paver removal and replacement	100	SF		
c.	Sodding	200	SF		
d.	Seeding and Mulching	400	SF		
6.	Dewatering	500	LF		
7.	Erosion and Sediment Control	500	LF		
8.	Tanker Trucks for Bypass (daily rate for 8 hours)	10	EA		
C. Maintenance of Traffic					
a.	Traffic Control – MOT Index 601 or 602 (per day)	2	LS		
b.	Traffic Control – MOT Index 603 or higher (per day)	4	LS		
c.	Traffic Control – MOT Index 601 or 602 (per week)	2	LS		
d.	Traffic Control – MOT Index 603 or higher (per week)	4	LS		
D. Administration					
a.	Emergency Response Mobilization (/Work Order)	5	EA		

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ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
b.	Construction Video and Photographs (per Work Order)	20	EA		
Sub-total Part C					\$
D. Bond					
a.	Contract Performance and Payment Bond Cost Not to Exceed 2%				
Total Part C					\$

Performance and Payment Bonds shall not exceed 2 percent of an individual project amount. See Section 01025 Measurement and Payment for further information on unit price bid items.

All Work performed under this Agreement must be covered by a 1-year, 100% Performance and Payment Bond with an additional 1-year, 100% warranty bond for the second year of the warranty period. Purchase orders will be issued for all Work. For planned projects, the bond shall be delivered along with the signed copy of the purchase order for the amount of the purchase order. For emergency work, the Authority will expect the Contractor to maintain at all times, a \$100,000 Performance and Payment Bond that is renewable on an annual basis. The additional 1-year warranty bond is required for all emergency work.

The Authority will pay the premium of the annual bond to cover emergency work up to 2.5 percent of the Bond amount based on actual invoices from the Surety. The bond costs for planned work will be based on the bid price provided in the bid form

The Bidder shall provide unit prices for all items. The Owner will evaluate the bids and other required submittals and supplemental information noted in Article 15.01 of Section 00200 and evaluation criteria items A through J shown in Article 19.08 of Section 00200. The recommendation of Award will be based on a ranking of the factors listed in the Instruction to Bidders in Section 00200 Paragraph 19.08. See Instructions for Bidders for discussion of Award of Contract.

The Bidder further proposes and agrees to commence work on a date to be specified in a written Purchase Order from the Owner and shall complete the work pursuant to a schedule identified in the said Purchase Order.

At the Owners option, the Contractor shall be required to provide the Owner with the details of his Purchase Order, including vendor name, address, and quantity and type of materials being ordered. The Owner may choose to order the major materials and/or equipment direct. Should the Owner choose to do this, any payment that is made direct by the Owner (plus an amount equal to the sales tax that would have been paid by the Contractor) for the materials shall be a direct deduct from the Contractors contract as if the payment were made direct to the Contractor. The whole purpose of this provision is to save the amount of sales taxes that would be otherwise assessed to the Contractor for the major material purchases.

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It shall be the Contractors responsibility to submit Shop Drawings, receive and verify accuracy of such shipments and, upload such shipments as if Contractor had purchased the materials direct. Shop Drawings received from the suppliers, will be forwarded by the Clay County Utility Authority to the Contractor for their review of accuracy and correctness of the Shop Drawings and shall provide an approval action on each product. Shop Drawings shall then be submitted to the Design Engineer for their review and approval action. After the Contractor and Engineer have reviewed the Shop Drawings, they then shall be submitted to the Clay County Utility Authority for review.

The Owner shall assume all risk of loss and bear the cost of insurance on all materials purchased tax exempt. Once the Clay County Utility Authority's Purchase Order is prepared, then it will be returned to the Contractor for proofing and mailing to the vendor.

The Bidder further proposes and agrees to commence work under his contract on a date to be specified in the Notice-to-Proceed and shall complete all work there under within the time schedule in the Agreement.

Addendum Receipt: Bidders shall acknowledge below the receipt of all addenda, if any, to plans and specifications.

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

Bidders shall attach the following supplemental information to their bid. **Items shall be clearly labeled and numbered and submitted in the order listed below:**

- 1) The required Bid Security.
- 2) W-9 Tax Payers Identification form
- 3) Public Entities Crimes Statement
- 4) Trench Safety Affidavit
- 5) Copy of Contractor's License or Underground Utility Contractor's License
- 6) Authorization to do business in the State of Florida or Bidder's covenant in writing to obtain such authority to award of the contract (per Article 13)
- 7) Bidder Qualifications and Information:
 - a. Proof that the Bidder has been in business, under the same name, for a minimum of five (5) years
 - b. Location of offices
 - c. Copies of all contractor/subcontractor personnel's confined space entry and manufacturer installation certifications
 - d. Resumes of proposed project manager and project superintendent with verification that they each have a minimum of five (5) years of experience and have been employed with the Bidder's company for a minimum of one (1) year.
 - e. Equipment listing,

- 8) Subcontractor Qualifications and Information:
- a. Name and address
 - b. Type of work to be performed
 - c. Proof that the Subcontractor has been in business, under the same name, for a minimum of three (3) years
 - d. Resumes of proposed project manager and project superintendent with verification that they each have a minimum of three (3) years of experience and have been employed with the Bidder's company for a minimum of one (1) year.
- 9) Bidder Reference Projects Information. Submit the following information for each of three (3) projects:
- a. Project name
 - b. Project location (city, state)
 - c. Brief description of project substantiating similarity to this project
 - d. Date of completion of project
 - e. Owner's name
 - f. Owner's Project Manager name, telephone number and email address
 - g. Engineer's Project Manager name, telephone number and email address.
- 10) Subcontractor Reference Projects Information. Submit the following information for each of three (3) projects:
- a. Project name
 - b. Project location (city, state)
 - c. Brief description of project substantiating similarity to this project
 - d. Date of completion of project
 - e. Owner's name
 - f. Owner's Project Manager name, telephone number and email address
 - g. Engineer's Project Manager name, telephone number and email address.
- 11) Product Specifications - Detailed, manufacturer product specifications of the rehabilitation system to be used for work under this contract:
- Part A – Treatment Plant Wetwell Lining System
 - Part B – Manhole/Lift Station Wetwell Coating System
 - Part C – CIPP Sanitary Sewer Lining System
- 12) Documentation of good faith efforts to utilize MBE/WBEs on this project,
- 13) Current workload (project commitments),

- 14) Financial Statement (THIS INFORMATION MUST BE SUBMITTED IN A SEPARATE ENVELOPE WITH “FINANCIAL INFORMATION” WRITTEN ON THE OUTSIDE. Per Florida Statutes this information is exempt from public information requests.) or a letter from the bidder’s surety showing sufficient bonding capacity for this project. (See Section 00200 Instructions to Bidders, Article 15, Paragraph 15.02 for details.)
- 15) Part C only: OSHA Logs - Bidder shall include copies of their company’s safety logs (summaries only) submitted to the Occupational Health and Safety Administration (OSHA) and those of any subcontractors to perform work under this contract for the 2016, 2017, and 2018 calendar years. Proposal will be rejected if the OSHA logs (summaries only) are NOT provided with the proposal submittal. The Owner reserves the right to reject a proposal based upon past safety performance as evidenced from contractor/subcontractor OSHA logs (summaries only), references and other means as determined by the Owner. Safety performance shall be demonstrated by the contractor to the Owner’s satisfaction.
- 16) Part C only: Product Performance - Bidder shall provide a reference list that documents the proposed product is commercially proven. For a product to be considered “commercially proven”, a minimum of 2,000,000 linear feet of successful sanitary sewer system installations in the United States within 5 years must be documented to the satisfaction of the Owner. In addition, at least 300,000 linear feet of 8” to 18” of the product shall have been in successful service within sanitary sewer systems within the State of Florida for a minimum of five (5) years.
- 17) Part C only: CIPP Lining Installer Performance - Bidder shall provide documentation demonstrating that an installer is “commercially proven”. For an installer to be “commercially proven”, the installer must satisfy all insurance, financial and bonding requirements of the Owner and must have had at least five (5) years active experience under the firm’s current name in the commercial installation of the proposed product. In addition, the installer must have successfully installed a minimum of 1,000,000 linear feet within 24 months of the proposed product in sanitary systems in the State of Florida.
- 18) Part C only: Cleaning Contractor Performance – Bidder shall provide documentation demonstrating that Cleaning Contractor has previously been engaged in cleaning operations of similar size and complexity to the work described herein. A contractor conducting cleaning operations on existing sewer lines shall have five (5) years experience in cleaning existing sewer lines using the equipment specified herein and shall have successfully completed projects containing a total of at least 200,000 linear feet within the past two (2) years.
- 19) Part C only: CIPP Lining Lateral Installer Performance - The contractor or subcontractor shall have a minimum of two (2) years of service continuous experience installing CIPP Lateral Lining in pipe of similar size, length and configuration as proposed in this project. In addition, the contractor or subcontractor shall have successfully installed 15,000 CIPP laterals in a wastewater collection system application. The onsite Superintendent must have installed over 5,000 CIPP laterals of like condition for this geographic area and have a minimum of 5 years of CIPP industry experience.

AN INDIVIDUAL

By _____ (Seal)

(Signature)

(Print Name)

doing business as
Business Address: _____

Phone No: _____ Fax No: _____

A PARTNERSHIP

(Firm Name) (Seal)

(General Partner/Signature)

(Print Name)

Business Address: _____

Phone No: _____ Fax No: _____

A CORPORATION

(Corporation Name) (Seal)

(State of Incorporation)

By _____
(Signature of Person Authorized to Sign)

(Print Name)

(Title) (Corporate Seal)

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Attest _____
(Secretary)

Business Address: _____

Phone No: _____ Fax No: _____

A JOINT VENTURE

(Business Name)

By: _____
(Signature)

(Print Name)

(Address)

By: _____
(Signature)

(Print Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

The full names; business addresses; business and emergency telephone numbers of persons and firms interested in the foregoing bid, as principals, are as follows:

(If Corporation, President, Secretary, and Treasurer Identification)

MANDATORY SUBMITTAL CHECKLIST
(Submit this checklist with bid.)

- ☐ 1. The required Bid Security
- ☐ 2. W-9 Tax Payers Identification form
- ☐ 3. Public Entities Crimes Statement
- ☐ 4. Trench Safety Affidavit
- ☐ 5. Copy of Contractor's License or Underground Utility Contractor's License
- ☐ 6. Authorization to do business in the State of Florida or Bidder's covenant in writing to obtain such authority prior to award of the contract (per Article 13)
- ☐ 7. Bidder Qualifications and Information
- ☐ 8. Subcontractor Qualification and Information
- ☐ 9. Bidder Reference Projects Information: Submit the information on the form below for each of the three (3) projects substantiating similarity to this project.
- ☐ 10. Subcontractor Reference Projects Information: Submit the information on the form below for each of the three (3) projects substantiating similarity to this project.
- ☐ 11. Product Specifications
- ☐ 12. Documentation of good faith efforts to utilize MBE/WBEs on this project.
- ☐ 13. Current workload (project) commitments
- ☐ 14. Financial Statement (THIS INFORMATION MUST BE SUBMITTED IN A SEPARATE ENVELOPE WITH "FINANCIAL INFORMATION" WRITTEN ON THE OUTSIDE. Per Florida Statutes this information is exempt from public information requests.) or a letter from the bidder's surety showing sufficient bonding capacity for this project.
- ☐ 15. Part C only: OSHA Logs
- ☐ 16. Part C only: Project Performance
- ☐ 17. Part C only: CIPP Lining Installer Performance
- ☐ 18. Part C only: Cleaning Contractor Performance
- ☐ 19. Part C only: CIPP Lining Lateral Installer Performance

Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

We (_____) certify
that we submitted the required documents as checked above.

Bidder's Signature

Date

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CONTRACTOR/SUB-CONTRACTOR PROJECT REFERENCES

Please provide as references, the project description and client reference information of at least three (3) clients you have served in the last two (2) years.

a. Project Name: _____

b. Project Location (city, state): _____

c. Brief description of project substantiating similarity to this project: _____

d. Date of completion of project: _____

e. Owner's Name: _____

f. Owner's Project Manager Name: _____

Phone: _____ Cell: _____

Email: _____

g. Engineer's Project Manager Name: _____

Phone: _____ Cell: _____

Email: _____

SECTION 00400

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, _____
_____ as Principal, and _____
_____ as Surety, are hereby held and firmly
bound unto Clay County Utility Authority as OWNER in the penal sum of _____
_____ for payment of which, well and truly
to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20__

The Condition of the above obligation is such that whereas the Principal has submitted to Clay County Utility Authority a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing for the Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract, Clay County Utility Authority Bid No. 18/19-A7.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety of all and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

BY: _____

Principal

Surety

Attorney-in-Fact

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (A),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A
NOTARY PUBLIC OR OTHER OFFICIAL, AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to _____
(print name of public entity)
By _____
(print individual's name and title)
whose business address is _____
And (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include Social Security Number of the individual signing this
sworn statement:
2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1) (G), Florida
Statutes means a violation of any state or federal law by a person with respect to and
directly related to the transaction of business with any public entity or with an agency or
political subdivision of any other state or of the United States, including, but not limited
to, any bid or contract for goods or services to be provided to any public entity or an
agency or political subdivision of any other state or of the United States and involving
antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material
misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (B),
Florida Statutes means finding of guilt or a conviction of public entity crime, with or
without an adjudication of guilt, in any federal or state trial court of record relating to
charges brought by indictment, or information after July 1, 1989, as a result of jury
verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (A), Florida Statutes,
means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of
the entity and who has been convicted of a public entity crime. The term "affiliate"
includes those officers, directors, executives, partners, shareholders, employees,
members, and agents who are active in the management of an affiliate. The ownership
by one person of shares constituting a controlling interest in another person, or a pooling
of equipment or income among persons when not for fair market value under an arm's
length agreement, shall be prima facie case that one person controls another person. A
person who knowingly enters into a joint venture with a person who has been convicted
of a public entity crime in Florida during the preceding 36 months shall be considered an
affiliate.
5. I understand that a "person" as defined in Paragraph 287.133 (1) (E), Florida Statutes,
means any natural person or entity organized under the laws of any state or of the United
States with the legal power to enter into a binding contract and which aids or applies to
bid on contracts for the provision of goods or services led by a public entity, or which
otherwise transacts or applies to transact business with a public entity. The term "person"

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includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

☐ Neither the entity submitting this sworn statement nor any of it's officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or and affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

(date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority _____
who after first being sworn by me, affixed his/her _____ (name of individual signing)
signature in the space provided above on this _____ day of _____, 20__.

My commission expires: _____

NOTARY PUBLIC

SECTION 00425

W-9 Form

(See next page for W-9 Form)

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Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-				-				

or

Employer identification number

				-								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

SECTION 00430

TRENCH SAFETY AFFIDAVIT

Trench excavations on Projects authorized under this Contract are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

Trench Safety Item (Description)	Unit Quantity	Units of Measure (LF,SY)	Unit Cost	Extended Cost

BASE BID ITEMS:

A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____

ALTERNATE NO. 1 ITEMS:

_____	_____	_____	_____	_____

TOTAL \$ _____

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

COMPANY NAME: _____

DATE: _____

BY: _____

00430-1

SECTION 00500

STANDARD FORM OF AGREEMENT

BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between CLAY COUNTY UTILITY AUTHORITY
(owner)
and _____
(Contractor)

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- Continuing Contract for Sanitary Sewer, Wetwell and/or Manhole Rehabilitation

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract
Clay County Utility Authority Bid No. 18/19-A

ARTICLE 3 - ENGINEER

3.01 The Project (s) shall be managed by **Jim French, PE** (Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

00500-1

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. These time limits shall be negotiated for each individual project with the Contractor and shall be binding upon execution of said purchase orders.
- B. The term of the agreement will be for a period of one (1) year with an option to extend the agreement for two (2) additional twenty-four (24) month periods upon mutual agreement of both parties. The contract may be extended beyond the 5-year period in twenty-four (24) month intervals upon mutual consent of both parties.
- C. Owner may terminate this agreement, with or without cause upon 60-day written notice to the contractor.

4.02 Substantial Completion and Final Payment

- A. The Work will be substantially completed within as provided in Paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$200 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$100 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A and 5.01.B below:

- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.A.:

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

- B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

5.02 Fee Modification

With prior written approval from the Clay County Utility Authority, the Contractor shall have the ability to adjust the prices set forth in the bid/contract documents commensurate with the contractor's increased cost for materials and the change in the consumer price index. Pricing adjustments will be effective at the first date of the new contract year – no mid-term adjustments will be permitted by the Owner. Within thirty (30) days after Contractor gives notice to the Owner of a price adjustment, the Owner may request an audit for the purpose of verifying the price adjustment. In the case of a price adjustment, no adjustment will be allowed on work orders which have already been issued by the Owner to the Contractor.

In making any price adjustment proposal, the Contractor shall notify the Owner, in writing prior to the renewal of contract, the specific price adjustments requested using the following formula:

$(25\% \times \text{increase cost of materials}) + (75\% \times \text{CPI index}) = \text{Total increase on a prices on the price schedules.}$

For example, if the cost of resin increases 10% and the CPI index increases 2%, the total increase for all prices would be: $(25\% \times 10\%) + (75\% \times 2\%) = 4\%$ increase (rounded to the nearest \$0.01).

The specific consumer price index used shall be the following:

Population Coverage:	CPI-U (all urban consumers)
Area Coverage:	U.S. Owner Average
Series Title:	All items
Index Base Period:	1982-84 = 100
Reference Range:	12-month period ending 12/31 which is released in mid-January.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

00500-3

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make one progress payment per month on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st or 3rd Wednesday of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:
 - a. Ninety percent (90%) of the Work completed including the cost of materials and equipment stored and secured on the Site, but not incorporated in the Work (with the balance being retainage). If the Work has been fifty percent (50%) completed as determined by Engineer, the retainage shall be reduced to five percent (5%) on all subsequent payment requests. After fifty percent (50%) completion, if the character and progress of the Work have been satisfactory to Owner and Engineer, Contractor may request payment of up to one-half of the retainage held by the Owner on the entire amount of the Work completed, including the cost of materials and equipment stored and secured on the Site, but not incorporated in the Work.
2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to ninety-five percent (95%) of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less one hundred percent (100%) of Engineer's estimate of the value of the Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Project Closeout

- A. Owner shall develop a list of items required to render complete, satisfactory, and acceptable the Work purchased by Owner. The process for the development of the list, including responsibilities of Owner and Contractor in developing and reviewing the list and a reasonable time for developing the list, are as follows:

1. For construction projects having an estimated cost of less than \$10 million, within 30 calendar days after reaching substantial completion of the Work; or
 2. For construction projects having an estimated cost of \$10 million or more, within 30 calendar days, unless otherwise extended by contract not to exceed 60 calendar days, after reaching substantial completion of the Work.
- B. If this Agreement between Owner and Contractor relates to Work covering more than one building or structure, or involves a multi-phased Project, the list shall contain items required to render complete, satisfactory, and acceptable all of the Work for each building, structure, or phase of the Project within the time limitations provided in subsection 1, above.
- C. The failure to include any corrective work or pending items not yet competed on the list developed pursuant to subsection 1 or subsection 2, above, does not alter the responsibility of the Contractor to complete all of the Work.
- D. Upon completion of all items on the list, Contractor may submit a payment request for all remaining retainage withheld by Owner pursuant to Section 255.078, Florida Statutes (2007) or any successor statute thereto. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to this Agreement, Owner may continue to withhold an amount not to exceed one-hundred fifty percent (150%) of the total costs to complete such items.
- E. All items of the Work that require correction under this Agreement and that are identified after the preparation and delivery of the list remain the obligation of Contractor as defined by this Agreement.
- F. Warranty items may not affect the final payment of retainage as provided in this section or as provided in this Agreement between Contractor and its subcontractors and suppliers.
- G. Retainage may not be held by Owner or Contractor to secure payment of insurance premiums under a consolidated insurance program or series of insurance policies issued to Owner or Contractor for the Project or a group of projects, and the final payment of retainage as provided in the section may not be delayed pending a final audit by Owner's or Contractor's insurance provider.
- H. If Owner fails to comply with its responsibilities to develop the list required under subsection 1 or subsection 2, above, as defined in this Agreement, within the time limitations provided in subsection 1, above, Contractor may submit a payment request for all remaining retainage withheld by Owner pursuant to Section 255.078, Florida Statutes (2007) or any successor statute thereto. Owner need not pay or process any payment request for retainage if Contractor has, in whole or in part, failed to cooperate with Owner in the development of the list or if Contractor has failed to perform its contractual responsibilities, if any, with regard to the development of the list or if Section 255.078 (6), Florida Statutes (2007) or any successor statute thereto applies.

6.04 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

- 7.01 All payments due for the Work as provided in Article 14 of the General Conditions and not made within the applicable time limits shall bear interest at the rate specified in Section 255.073 (4), Florida Statutes (2007) or any successor statute thereto.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions. See Appendix for Geotechnical Report.
 - E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. General Conditions.
 - 5. Supplementary Conditions.
 - 6. Specifications as listed in the Table of Contents of the Project Manual.
 - 7. Addenda.
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - b. Documentation submitted by Contractor prior to Notice of Award.

9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed.
- b. Work Change Directives.
- c. Change Order(s).
- d. Purchase Order(s) with accompanying performance and payment bonds.
- e. Drawings.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

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10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provisions

- A. WAIVER: The failure of either party to exercise any of its rights is not a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights. Oral modification or rescission of this Agreement by an employee or agent of either party, shall not release either party of its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof, or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

This portion of the page left intentionally blank.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

CLAY COUNTY UTILITY AUTHORITY

By: _____
Tom Morris, Executive Director

By: _____

[CORPORATE SEAL]

Attest: _____

Attest: _____

Address for giving notices:

Address for giving notices:

3176 Old Jennings Road
Middleburg, Florida 32068

License No. _____
(Where applicable)
Agent for service of process:

(If CONTRACTOR is a corporation or a
Partnership, attach evidence of authority to
sign.)

Designated Representative:

Designated Representative:

Name: Jim French, P.E.
Title: Chief Engineer
Address: 3176 Old Jennings Road
Middleburg, Florida 32068
Phone: (904) 213-2408
Facsimile: (904) 213-2469

Name: _____
Title: _____
Address: _____

Phone: _____
Facsimile: _____

SECTION 00600

PUBLIC CONSTRUCTION PERFORMANCE AND PAYMENT BOND

BY THIS BOND, We _____, as principal and _____, a Corporation, as Surety, are bound to Clay County Utility Authority, an independent special district existing under Chapter 94-491, Laws of Florida, Special Acts of 1994, herein called Owner, in the sum of \$_____, for performance, and the separate and additional sum of \$_____, for payment, for the payment of each of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, 20____, between Principal and Owner for construction of _____, the contract being made a part of this Bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payment to all claimants, as defined in Section 255.05 (1), Florida Statutes, supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this Bond is void, otherwise it remains in full force.

This Bond is to be deemed a Statutory Bond under Section 255.05, Florida Statutes, the provisions of which are hereby incorporated by reference and made a part hereof.

All interested parties are specifically directed to the following provisions regarding time and notice limitations as set out in Section 255.05(2), Florida Statutes:

A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, materials, or supplies, shall within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of work, furnish the Contractor with a notice that he intends to look to the Bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies or, with respect to rental equipment,

00600-1

within 90 days after the date that the rental equipment was last on the job site available for use, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for labor, materials, or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the Payment Bond or the payment provisions of a combined Payment and Performance Bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this Bond.

Dated On: _____

Principal's Address:

Surety's Address:

Project Description and Location:

Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract
Clay County Utility Authority
CCUA Bid. No. 18/19-A7

(Principal)
By: _____

(Surety)

By: _____
(Attorney-in-Fact)

END OF SECTION

00600-2

**CLAY COUNTY UTILITY AUTHORITY
APPLICATION AND CERTIFICATION FOR PAYMENT**

TO OWNER: CLAY COUNTY UTILITY AUTHORITY
3176 OLD JENNINGS ROAD
MIDDLEBURG, FL 32068

APPLICATION NO.:
PERIOD TO:
BID NO.: 18/19-A7

Distribution to:
___ Owner
___ Owners Representative
___ Contractor

FROM CONTRACTOR: Contractor's Name & Address

CONTRACT FOR: Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract Bid No. 18/19-A7

CONTRACTORS APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

1. ORIGINAL CONTRACT SUM	\$ _____
2. Net change by Change Orders	\$ _____
3. CONTRACT SUM TO DATE (LINE 1 + 2)	\$ _____
4. TOTAL COMPLETED & STORED TO DATE	\$ _____
5. RETAINAGE:	
a. _____% of Completed Work	\$ _____
b. _____% of Stored Material	\$ _____
Total Retainage (Line 5a + 5b)	\$ _____
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ _____
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ _____
8. CURRENT PAYMENT DUE	\$ _____
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

Attach a Schedule of Values which includes a description of work completed along with any supporting documentation.

The undersigned Contractor certifies that to the best of the Contractors knowledge,

information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____
State of: _____ County of: _____

Subscribed and sworn to before me this _____ day of _____, 20__

Notary Public: _____

My Commission expires: _____

OWNER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Owner's Representative certifies to the Owner that to the best of their Knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

OWNER'S REPRESENTATIVE:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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SECTION 00650

REQUEST FOR INFORMATION (RFI)

Project: Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract

RFI No.: _____

Date: _____

Owner: CCUA

Bid No.: 18/19-A7

Project Manager: _____

Engineer: _____

Project No.: _____

Project Manager: _____

Contractor: _____

Project No.: _____

Project Manager: _____

To: _____

From: _____

Contract document reference(s): _____

Description of RFI: ☐ Information ☐ Clarification ☐ Interpretation

Request for the items [*Described Below*] / [*in the Attached*]:

Requested By: _____

Date: _____

Signature

To: _____

From: _____

Response to RFI: ☐ Information ☐ Clarification ☐ Interpretation

Response to your request [*Described Below*] / [*in the Attached*]:

Response By: _____

Date: _____

Signature

CC: _____

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SECTION 00660

CHANGE ORDER REQUEST FORM

Project: Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract

Bid No.: 18/19-A7

Change Order No.:

Change in Contract Times		(Days)		(Days)
Original Contract time:	Substantial Completion:		Ready for Final Payment:	
Increased from previous C.O.:	Substantial Completion:		Ready for Final Payment:	
Decreased from previous C.O.:	Substantial Completion:		Ready for Final Payment:	
Contract time prior to this C.O.:	Substantial Completion:		Ready for Final Payment:	
Increase in time on this C.O.:	Substantial Completion:		Ready for Final Payment:	
Decrease in time on this C.O.:	Substantial Completion:		Ready for Final Payment:	
Contract time with all approved C.O.s:	Substantial Completion:		Ready for Final Payment:	

Change in Contract Price

Original Contract Price:
Increased from previously approved C.O.:
Decreased from previously approved C.O.:
Increase in Contract price this C.O.:
Decrease in Contract price this C.O.:
Contract price with all approved C.O.s:

The undersigned Contractor certifies to the best of my knowledge and belief: (1) all items and amounts shown above are correct; (2) all Work performed and Reimbursable Expenses fully comply with the terms and conditions of the Contract Documents; (3) all previous progress payments received from Clay County Utility Authority (CCUA) , on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of Contractor incurred in connection with Work covered by prior Applications for Payment; (4) title to all materials and deliverables incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to the CCUA at the time of payment clear of all liens, claims, security interests and encumbrances; (5) payment is due and has not been previously requested for these amounts; (6) no markup has been applied to reimbursable expenses.

Contractor Name and Title

00660-1

SECTION 00660

CHANGE ORDER REQUEST FORM

Cost Break Down Form: (instructions: use a separate form for each individual work item)

Description	Unit	Quantity	Unit Cost	Extended Cost
Labor				\$
Materials				\$
Equipment				\$
Maintenance of Traffic				\$
Bonding				\$
General Conditions				\$
Overhead and Profit				\$
				\$
				\$
Total firm fixed cost not to exceed amount:				\$

Note: attached supporting documentation

RFI No. initiating the change: _____

Description: _____

Justification for the request: _____

State the firm fixed cost not to exceed amount in words:

Contractor Signature: _____

Date: _____

Printed Name: _____

Title: _____

00660-2

SECTION 00700

GENERAL CONDITIONS

1.01 GENERAL

- A. The GENERAL CONDITIONS for this contract are the Standard General Conditions of the Construction Contract. Document C-700, 2007 Edition, prepared by Engineers Joint Contract Documents Committee (EJCDC) and issued and published jointly by National Society of Professional Engineers (NSPE), ACEC, ASCE and CSI (EJCDC).
- B. All provisions of the GENERAL CONDITIONS of EJCDC Document C-700 not amended or supplemental herein, or in the SUPPLEMENTARY CONDITIONS, shall remain in full force and effect.

1.02 SUPPLEMENTARY CONDITIONS

- A. The provisions of the GENERAL CONDITIONS and the Modifications herein, may be further modified in the SUPPLEMENTARY CONDITIONS and in Division 1, GENERAL REQUIREMENTS.

END OF SECTION

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which liquid at standard conditions of temperature and pressure is (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on

Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;
2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer’s Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner’s obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer’s findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and

contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

- c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the

consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also

meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

- a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
 4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
 5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
 6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors,

members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's

interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
 - 1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
- b. Contractor certifies that, if approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

- c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be

required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner,

Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

- 1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
- 2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
- 3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought

by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and

shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is

required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

- a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
- b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 - 1. observations by Engineer;
 - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. use or occupancy of the Work or any part thereof by Owner;
 - 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
 - 6. any inspection, test, or approval by others; or
 - 7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
1. written notice thereof will be given to Contractor prior to starting any such other work; and
 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 3. the extent of such authority and responsibilities will be provided.

- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or

continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not

exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data

shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of

said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not

limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
 1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*
 1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to

the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee*: The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or

neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed 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, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
 2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments:

- 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an

Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or

- involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
- b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before

final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying

documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
 1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when

so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 - 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days

to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SECTION 00800

SUPPLEMENTARY CONDITIONS TO THE GENERAL CONDITIONS

The following supplements modify, change from or add to the Standard General Conditions of the Construction Contract, EJCDC Document C-700, 2007 Edition. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions shall remain in effect.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01.A Add the following sentence to “27. Notice of Award”: “When requested by OWNER, the Notice of Award may be issued by the ENGINEER.”

SC-1.01.A Add the following sentence to “28. Notice to Proceed”: “When requested by OWNER, the Notice to Proceed may be issued by ENGINEER.”

SC 1.01.A Add the following new Defined Terms:

53. ARCHITECT/ENGINEER – The person, firm or corporation named as the ENGINEER in the Agreement.

54. Provide – As used in the Project Manual, means to furnish and install, complete and ready for intended use.

55. Product - As used in the Project Manual, includes materials, fabrications, systems and equipment.

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.02.A In the first line, change the term “...ten...” to read “...three...”.

SC-2.03.A Delete Paragraph 2.03.A in its entirety and replace with the following:

“2.03 Commencement of Contract Times: Notice to Proceed

A. The date of commencement of the Work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the OWNER-CONTRACTOR Agreement or such other date as may be established therein.”

SC-2.05.A Add the following new subparagraphs to paragraph 2.05A:

“4. CONTRACTOR shall perform no portion of the Work at any time without Contract Documents or, where specified, approved Shop Drawings for such portion of the Work.

5. By executing the Contract, CONTRACTOR represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.”

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

SC-3.01.B Add the following sentence to Paragraph 3.01B: “CONTRACTOR shall be responsible for the construction and coordination of the parts of the Project, and all systems provided shall be completely compatible and fully functional without additional cost to OWNER.”

SC-3.02.A. Add the following new subparagraph to paragraph 3.02.A:

“3. Sections of Division One - General Requirements govern the execution of all sections of the Specifications.”

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCED POINTS

SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

“A. No reports on drawings related to Hazardous Environmental Conditions are known to Owner.

B. Not Used.”

ARTICLE 5 - BONDS AND INSURANCE

SC-5.04.A In the first line of Paragraph 5.04.A, following the word” ...maintain...”, insert the words, “...in a company or companies licensed to do business in the State of Florida,...”.

SC-5.04.A. 1 Add the following to the end of the paragraph. “Contractor’s claiming a worker’s compensation statutory exemption shall not be allowed to perform work under this Agreement without a separate worker’s compensation policy;”

SC-5.04 Add the following new paragraph immediately after paragraph 5.04.B:

C. The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Worker’s Compensation, and related coverages under paragraphs 4.04.A.1 and A.2 of the General Conditions:
 - a. State Statutory

b.	Applicable Federal (e.g. Longshoreman's):	Statutory
c.	Employer's Liability	Limits Provide Below
2. Contractor's General Liability under paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:
- | | | |
|----|--|-------------|
| a. | General Aggregate | \$2,000,000 |
| b. | Products - Completed
Operations Aggregate | \$1,000,000 |
| c. | Personal and Advertising
Injury | \$1,000,000 |
| d. | Each Occurrence (Bodily
injury and Property Damage) | \$1,000,000 |
| e. | Property Damage liability insurance will
provide Explosion, Collapse and Underground
coverages where applicable. | |
| f. | Excess or Umbrella Liability | |
| | 1) General Aggregate | \$1,000,000 |
| | 2) Each Occurrence | \$1,000,000 |
3. Automobile Liability under paragraph 5.04.A.6 of the General Conditions:
- | | | |
|----|--|--------------|
| a. | Combined Single
Limit per occurrence of | \$ 1,000,000 |
|----|--|--------------|
4. The Contractual Liability coverage required by paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

a.	Bodily Injury	
	Each Accident	\$1,000,000
	Annual Aggregate	\$1,000,000
b.	Property Damage:	
	Each Accident	\$1,000,000
	Annual Aggregate	\$1,000,000
5.	Builders Risk	Full Replacement
6.	Environmental Pollution Liability	
	Bodily injury, Property Damage and	
	Cleanup cost.	
a.	Each Occurrence	\$1,000,000
	Annual Aggregate	\$1,000,000

SC-5.05.A. Delete Section in its entirety and insert the following in its place:

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Contractor may purchase and maintain at Contractor's expense Contractor's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

A. A CONTRACTOR shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. This insurance shall:

2. be written on a Builder's Risk "all-risk" open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss, fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, wind, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER; and
5. allow for partial utilization of the Work by OWNER;
6. including testing and startup; and
7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. CONTRACTOR shall be responsible for any deductible or self-insured retention.

C. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this paragraph SC-5.06 shall comply with the requirements of paragraph 5.06.C of the General Conditions.

SC-5.06.B Delete paragraph 5.06.B in its entirety and insert in its place:

B. Contractor shall be responsible for any deductibles or self-insured certificates.

SC-5.06.C Delete and replace the policies of insurance required to be purchased and maintained by the Contractor, in accordance with this paragraph SC-5.06 shall comply with the requirements of paragraphs in 5.06C of the general conditions.

SC-5.06.E Delete Paragraph 5.06 E and replace with the following:

E. Environmental Pollution Liability Insurance: Shall be maintained by the Contractor for sudden and gradual occurrences arising out of the work being performed by or on behalf of the Contractor under this Contract. Coverage shall include but not be limited to, all hazardous materials identified under said Contract. Coverage shall respond to claims for pollution condition resulting in bodily injury and property damage to others and for clean-up costs. The extended claims reporting period following completion of the task, shall no be less than thirty-six (36) months. Deductible applicable subject to the written approval of the Owner and shall be the responsibility of the Contractor. The limit of coverage shall not be less than:

Bodily Injury, Property Damage and Clean Up Costs	<u>\$1,000,000.00</u>	Each
	Occurrence	

ARTICLE 6 - CONTRACTORS'S RESPONSIBILITIES

SC-6.03.B Add the following after Paragraph 6.03.B: "The use of asbestos or asbestos-based fiber materials is prohibited in this Project."

SC-6.06. Add the following sentence at the end of paragraph 6.06.G:

"H. OWNER or ENGINEER may furnish to any such Subcontractor, Supplier, or other individuals or entity, to the extent practicable, information about amounts paid to CONTRACTOR on account of Work performed for CONTRACTOR by a particular Subcontractor, Supplier, or other individual or entity."

SC-6.13 Add the following new paragraph:

"C. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards are in effect during the period of construction of the Project. In compliance with current State of Florida statutes, the Contractor or subcontractor performing trench excavation work on the Project shall comply with the applicable trench safety standards."

SC-6.13 Add the following new paragraph at the end of paragraph 6.13 D:

"E. All Contractors or Entities performing or furnishing any work for Clay County Utility Authority ("CCUA") must carry Workers' Compensation insurance coverage for themselves and for any employees, independent contractors, and/or other individuals who perform work on the project under the supervision of the Contractor or Entity. All those providing work shall furnish CCUA with evidence, which shall be in form and content satisfactory to CCUA, of current Workers' Compensation insurance coverage secured by the Contractor or Entity for themselves and employees, independent contractors, and/or any other individuals performing or furnishing any of the work on the project before any Contractor or Entity, employees, independent contractors and/or any other individuals begin work on the project."

SC-6.17 Add the following new paragraphs immediately after Paragraph 6.17.E:

"F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing subsequent submittals of Shop Drawings, samples or other items requiring approval and Contractor shall reimburse Owner for Engineer's charges for such time.

G. In the event that Contractor requests a substitution for a previously approved item, Contractor shall reimburse Owner for Engineer's charges for such time unless the need for such substitution is beyond the control of Contractor."

SC-6.20 Add the following new Paragraph:

“D. In conformance with the requirements of Section 725.06, Florida Statutes, the specific considerations for CONTRACTOR’s promises are:

1. One dollar (\$1.00) in hand paid by OWNER, ENGINEER, and ENGINEER’s employees to CONTRACTOR, receipt whereof is hereby acknowledged and the adequacy of which CONTRACTOR accepts as completely fulfilling the obligations of OWNER, ENGINEER, and ENGINEER’s employees under the requirements of Section 725.06, Florida Statutes, and;
2. The entry of OWNER and CONTRACTOR into the construction contract because, but for CONTRACTOR’s promises as contained in the General Conditions, OWNER would not have entered into the construction contract with CONTRACTOR.”

ARTICLE 7 - OTHER WORK AT THE SITE

SC-7.04 Add the following new paragraph immediately after paragraph GC-7.03:

SC-7.04 Claims Between Contractors

“A. Should Contractor cause damage to the work or property of any other contractor at the Site, or should any claim arising out of Contractor’s performance of the Work at the Site be made by any other contractor against Contractor, Owner, Engineer, or the construction coordinator, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by non-binding mediation or at law.

B. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner, Engineer, the construction coordinator and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any other contractor against Owner, Engineer, Engineer’s Consultants, or the construction coordinator to the extent said claim is based on or arises out of Contractor’s performance of the Work. Should another contractor cause damage to the Work or property of Contractor or should the performance of work by any other contractor at the Site give rise to any other Claim, Contractor shall not institute any action, legal or equitable, against Owner, Engineer, or the construction coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from Owner, Engineer, or the construction coordinator on account of any such damage or Claim.

C. If Contractor is delayed at any time in performing or furnishing Work by any act or neglect of another contractor, and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, Contractor may make a Claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be Contractor's exclusive remedy with respect to Owner, Engineer, and construction coordinator for any delay, disruption, interference, or hindrance caused by any other contractor. This paragraph does not prevent recovery from Owner, Engineer, or construction coordinator for activities that are their respective responsibilities."

ARTICLE 8 – OWNER'S RESPONSIBILITIES

SC-8.01.A Add the following to the end of the sentence, "or Owner's Representative.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

SC-12.01.B Add the following paragraph after Paragraph 12.01.B.3:

"4. where the work involved is covered by unit prices and the volume of work exceeds one hundred fifty percent (150%) of the quantity shown in the Bid Form or Approved Schedule of Values, the Owner reserves the right to renegotiate a better unit price. Or,

5. where the work involved is Lump Sum in the Contract Documents and the estimated quantity contained in the Bid Form is less than one hundred thirty percent (130%) of the actual quantities involved shall be considered included in the Contractor's Lump Sum price. Substantial differences from the estimated quantities to actual quantities are defined as greater than 130%, and the Owner reserves the right to renegotiate a better unit price, by mutually agreed Lump Sum (which may include a reasonable allowance for O&P not necessarily in accordance with Paragraph 12..01.C.2)."

ARTICLE 13 – TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC-13.07.A Delete first sentence and replace with the following:

A. If within two (2) years after the date of Substantial Completion (or such longer period of time as may be prescribed 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, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions.

SC-13.09 Add the following Paragraph 13.09.E.:

If at any time during the construction, the OWNER deems that work are to be unsafe and after proper notification to the CONTRACTOR of the unsafe conditions, the CONTRACTOR fails to take within 24 hours the necessary precautions to rectify the unsafe conditions to the satisfaction of the OWNER, the OWNER may correct the unsafe conditions by whatever means the OWNER deems appropriate. The cost for correction of unsafe conditions shall be paid by the CONTRACTOR and any additional work the may result from the OWNER's actions needed to continue work on the project.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

SC-14.02.C.1 In the first line of Paragraph 14.02.C.1, change "Ten days..."to read "Forty-five days...".

ARTICLE 16 - DISPUTE RESOLUTION

SC-16.01 Delete Paragraph 16.01.C in its entirety and insert the following in its place:

"C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. gives to the other party written notice of intent to submit the Claim to a court of competent jurisdiction, or
2. agrees with the other party to submit the Claim to another dispute resolution process.

SC-16.01.D Add the following new paragraph immediately after Paragraph SC-16.01.C.

D. Notwithstanding any applicable statute of limitations, a party giving notice under Paragraph SC-16.01.C.1 shall commence an action on the Claim within one year of giving such notice. Failure to do so shall result in the Claim being time-barred and Engineer's action or denial shall become final and binding."

END OF SECTION

SECTION 00900

ADDENDA AND MODIFICATIONS

Bidding addenda and/or modifications issued prior to signing of the construction agreement are to be attached hereto.

END OF SECTION

00900-1

SECTION 01010

SUMMARY OF WORK

PART 1 – GENERAL

1.1 Location of Work: **Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract**

- Various locations in Clay County, Florida.

1.2 Description of Work: The work consists of furnishing all labor, materials and equipment necessary to complete the following:

- This Project is a five (5) year continuing contract for work that consists of furnishing all labor, materials and equipment necessary to rehabilitate sanitary sewers, manholes and/or wetwells. Owner shall furnish construction plans to identify the work for which purchase orders will be issued.

1.3 Contractor's Duties: Except as specifically noted, the Contractor shall provide and pay for the following:

- A. All labor, materials, and equipment.
- B. Tools, construction equipment, and machinery.
- C. Utilities required for construction.
- D. Temporary portable bathrooms, and other services and facilities necessary for the proper execution of work completion including incidental items not detailed or called for, but which are required for the proper completion of the project.
- E. All legally required sales, consumer, and use taxes.
- F. All applicable permits, government fees, and licenses.
- G. Survey services for construction layout and record drawings.
- H. All required testing and clearances for placing into service.

1.4 Contractor Shall Also Be Required to Perform the Following:

- A. Comply with all codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on the performance of work.

- B. Promptly submit written notice to the Engineer of observed variances of Contract Documents from legal requirements; it is not the Contractors responsibility to make certain drawings and specifications comply with codes and regulations.
- C. Enforce strict discipline and good order among employees. Do not employ unfit persons or those not skilled in assigned tasks.
- D. Provide and submit a Construction Work Plan, Critical Path Schedule and Quality Control Plan to the Owner.

1.5 Work Sequence:

- A. Coordinate with Owner.
- B. Contractors Critical Path construction schedule will be subject to acceptance by the Engineer and updated on a monthly basis.
- C. Notify Engineer and Owner 96 hours (minimum) in advance of removing any facility from service, permanently or temporarily. Removal from service of any facility shall be pre-approved by Owner.

1.6 Contractors Use of the Premises:

- A. Do not unreasonably encumber sites with materials or equipment.
- B. Assume full responsibility for protection and safekeeping of products stored on premises.
- C. Move any stored products interfering with the Owner's operations.

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 SECTION INCLUDES:

Administrative and procedural requirements for determining Work completed under unit price contract.

1.2 GENERAL REQUIREMENTS

- A. Unit prices shall include the providing of all cost required for the complete construction of the specified unit of work including cost of installation labor, including social security, insurance, and other required fringe benefits, workman's compensation insurance; rental or purchase of equipment and machinery; taxes; testing; surveys; temporary storage site and other incidental expenses; and supervision.
- B. The Owner reserves the right to reject the Contractor's measurement of completed work that involves use of established unit prices, and to have this Work measured by an independent surveyor acceptable to the Contractor at the Owner's expense.
- C. Contract Sum adjustments will be by Change Order on basis of net accumulative change for each unit price category.
 - 1. Except as otherwise specified, unit prices shall apply to both deductive and additive variations of quantities.
 - 2. Unit prices in the Agreement (or the most recent Change Order adjust said unit prices) shall remain in effect until date of final completion of the entire Work for each purchase order.
- D. Unit Price Abbreviations:
 - 1. AC – Acre
 - 2. CY – Cubic Yards
 - 3. EA – Each
 - 4. GA – Gallons
 - 5. LB - Pounds
 - 6. LF – Linear Feet
 - 7. LS – Lump Sum

- 8. MI – Miles
- 9. SF – Square Feet
- 10. SY - Square Yards
- 11. TN – Tons
- 12. VF – Vertical Feet.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 MEASUREMENT

- A. Part A – Treatment Plant Wetwell Rehabilitation: Surface area for Surface Preparation and Material Installation will be measured on the exposed interior of the wetwell that receives treatment. The work shall include mobilization and all activity performed to complete the project. Bypass pumping and equipment removal will be performed by others.
- B. Part B - Manhole or Lift Station Wetwell Rehabilitation
 - 1. Clean and Coat New/Old Sanitary Sewer Manhole (4 or 5-foot diameter): Measure vertical feet from the top of the manhole cast iron frame to the bottom of the lowest invert and from the top of wetwell to the top of the bottom floor at its lowest spot.
 - 2. Clean and Coat Existing Wetwell: Measure square feet as the surface area of the interior of the wetwell that receives treatment.
 - 3. Interior Manhole Coating/Lining Repair: Measure square feet as the surface area of the interior of the manhole that receives treatment.
 - 4. Adjust manhole frame and cover (adjustment rings not to exceed 12"): Count each adjustment ring.
 - 5. Adjust manhole frame and cover with cone or riser section (Each additional foot over initial 12"): Measure vertical feet for cone or riser section installed.
 - 6. Replace frame & cover (24" or 36"): Count each replaced.
 - 7. Invert replacement: Count each replaced.
 - 8. Inside drop System 4"-8" or 10"-12": Count each replaced.
 - 9. Stop Leak Repair (no lining): Count each manhole repaired.

10. Maintenance of Traffic: Traffic Control shall be based on the Florida Department of Transportation (FDOT) Maintenance of Traffic Standard indices required by Clay County of FDOT to be utilized for each particular Purchase Order.
11. Emergency Response Mobilization: Payment shall be for mobilization costs performed within 24 hours of request. All other components of the project shall be measured per appropriate line item.
12. Construction Video and Photographs: Count per each Purchase Order.

C. Part C - Sanitary Sewer Rehabilitation – Cured-in-Place Pipe (CIPP)

1. Sanitary Sewer Line Cleaning and Inspection
 - a. Light Cleaning, Tuberculation Cleaning and Root Removal: Measure the linear footage from the center of the upstream manhole to the center of the downstream manhole.
 - b. CCTV Pipe Inspection: Television inspection shall be the linear footage measures from the center of the upstream manhole to the center of the downstream manhole of pipe of each size diameter recorded. Pay item is for main line only, lateral payment is included in lateral rehabilitation pay item.
 - c. Clean & CCTV Inspection – Sewer Lateral: Payment for cleaning and CCTV of a lateral when no lining is performed.
 - i. Length 0 to 40 feet – per each lateral
 - ii. Length over 40 feet – per linear foot.
2. Sanitary Sewer Rehabilitation
 - a. CIPP Lining – Measure the linear footage from the center of the upstream manhole to the center of the downstream manhole.
 - b. Sectional CIPP Lining – Count each instance of installation.
 - c. Lateral CIPP Lining – Count each instance of installation.
 - d. Cleanout Installation – Count each instance of installation.
 - e. Site Restoration – Measure per the square footage of restoration.
3. Dewatering: Measure per linear foot of affected area dewatered.
4. Erosion and Sediment Control: Measure per linear foot of installed control measures.
5. Tanker Trucks: Cost shall be based on the daily rate (8 hours) for one tanker truck.

6. Maintenance of Traffic: Traffic Control shall be based on the Florida Department of Transportation (FDOT) Maintenance of Traffic Standard indices required by Clay County of FDOT to be utilized for each particular Purchase Order.
7. Emergency Response Mobilization: Payment shall be for mobilization costs performed within 24 hours of request. All other components of the project shall be measured per appropriate line item.
8. Construction Video and Photographs: Count per each Purchase Order.

3.2 PAYMENT

- A. Payment will be made at the respective contract unit prices for each item shown in the Agreement, installed and accepted, which price and payment shall constitute full compensation for performing all Work in connection therewith and incidental thereto.
 1. No separate payment will be made for the preparation of the final video log(s) of the completed project.
 2. Partial payment for each work order shall be made for initial cleaning and televising at the Contract unit pricing.
 3. No partial payment shall be made for CIP pipelines or manholes/wetwells until the tests are approved by the Owner. Generally, completion of the pipeline or manhole/wetwell lining system and testing shall constitute 75% completion.
 4. Prior to substantial completion being issued the CIPP or manhole/wetwell must be inspected and tested, video logs provided, and all services or drop pipes re-connected. This shall constitute 90 completion.
 5. The rehabilitation shall be considered 100% complete and ready for final payment when the work for each of the above 2 items are complete along with the final video log(s) and the site restoration and clean-up are complete. Payment shall be made based on the final quantities of each rehabilitation method installed and approved at the Contract unit pricing.
- B. Except for Emergency Response Mobilization, separate payment will not be made for mobilization, demobilization, re-mobilization or by-pass pumping. The cost for these items shall be included in the unit pricing for the pay items listed in the bid form.

3.3 PROTECTION

- A. Where pavement, trees, shrubbery, fences or other property or surface structures not designated as pay items have been damaged, removed or disturbed by the Contractor, whether deliberately or through failure to carry out the requirements of the Contract Documents, state laws, municipal ordinances or the specific direction of the Owner, or through failure to employ usual and reasonable safeguards, such property and surface structures shall be replaced or repaired at the expense of the Contractor to a condition equal to that before work began within a time frame approved by the Owner.

END OF SECTION

01025-5

SECTION 01027

APPLICATIONS FOR PAYMENT

PART 1 - GENERAL

1.1 SECTION INCLUDES:

Administrative and procedural requirements governing the Contractor's Applications for Payment.

1.2 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.

1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - a. Contractor's Construction Schedule.
 - b. Application for Payment forms, including Continuation Sheets.
 - c. List of subcontractors.
 - d. Schedule of allowances.
 - e. List of products.
 - f. List of principal suppliers.

B. Format and Content:

1. Provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
2. Unit-Cost Allowances: Show the line-item value of unit-cost allowances, as a product of the unit cost, multiplied by the measured quantity. Estimate quantities from the best indication in the Contract Documents. Use a separate line for each pay item.
3. Schedule Updating: Update and resubmit the Schedule of Values and Drawdown Schedules prior to the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum. Update Schedules when Change Orders or Construction Changes directive result in change in contract duration prior to the next application for Payment.

1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Owner's Representative and paid for by the Owner. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.
- B. Payment-Application Times: The date for each progress payment is the 15th day of each month. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends 15 days prior to the date for each progress payment.
- C. Payment-Application Forms: Use forms provided by the Owner for Applications for Payment. Same copies are included in Section 00640.
- D. Application Preparation: Complete every entry on the form. Include notarization and execution by a person authorized to sign legal documents on behalf of the Contractor. The Owner will return incomplete applications without action.
 - 1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
 - 2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- E. Transmittal: Submit three (3) signed and notarized original copies of each Application for Payment to the Owner by a method ensuring receipt within 24 hours. One copy shall be complete, including waivers of lien and similar attachments, when required.
- F. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics liens from subcontractors, sub-subcontractors, vendors, and suppliers for the construction period covered by the previous application.
 - 1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
 - 2. When an application shows completion of an item, submit final or full waivers for such items.
 - 3. Waiver Forms: Submit waivers of lien on forms which comply with State statutes, and executed in a manner, acceptable to the Owner.

- G. Initial Application for Payment: Administrative actions and submittals, that must precede or coincide with submittal of the first Application for Payment, include the following:
1. List of subcontractors.
 2. List of principal suppliers and fabricators.
 3. Schedule of Values.
 4. Contractor's Construction Schedule (preliminary if not final).
 5. Schedule of principal products.
 6. Schedule of unit prices.
 7. List of Contractor's staff assignments.
 8. List of Contractor's principal consultants.
 9. Copies of building permits.
 10. Copies of authorizations and licenses from governing authorities for performance of the Work.
 11. Initial progress report.
 12. Report of preconstruction meeting.
 13. Certificates of insurance and insurance policies.
 14. Performance and payment bonds.
 15. Data needed to acquire the Owner's insurance.
 16. Initial settlement survey and damage report, if required.
- H. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.
1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

2. Administrative actions and submittals that shall precede or coincide with this application include:
 - a. Warranties (guarantees) and maintenance agreements.
 - b. Test/adjust/balance records.
 - c. Maintenance instructions.
 - d. Final cleaning.
 - e. Final progress photographs.
 - f. List of incomplete Work, recognized as exceptions to Owner's Acceptance of Substantial Completion.
- I. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:
 1. Completion of Project closeout requirements.
 2. Completion of items specified for completion after Substantial Completion.
 3. Ensure that unsettled claims will be settled.
 4. Ensure that incomplete Work is not accepted and will be completed without undue delay.
 5. Transmittal of required Project construction records to the Owner.
 6. Proof that taxes, fees, and similar obligations were paid.
 7. Removal of temporary facilities and services.
 8. Removal of surplus materials, rubbish, and similar elements.
 9. Change of door locks to Owner's access.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

01027-4

SECTION 01060

REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.1 Related Documents:

The general provisions of the Contract, including General and Supplementary Conditions apply to the work specified in this section.

1.2 Specified Codes:

- A. The design of the work is based on the requirements of the latest edition of the Florida Building Code, National Electric Code and National Fire Protection Association Requirements, whichever is most stringent.
- B. The site work is based on the latest edition of the Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, hereinafter referred to as the Florida DOT Specifications or DOT Spec.
- C. The Contractor shall ensure the work complies to the aforementioned codes and regulations as they apply to the project whether or not specifically referenced elsewhere.

1.3 Reference Standards:

- A. Except as otherwise required by Paragraph 1.2 all products and workmanship shall conform to best quality materials and practices recognized by agencies, associations, councils, etc., specified in individual sections.
- B. In the absence of specified agencies, associations, councils, etc., the Contractor shall conform to the requirements of the most widely recognized standards for each particular portion of the work.

1.4 Permits:

Determination of necessity and/or application for and receipt of the following permits will be required of the Contractor, unless otherwise noted. The Contractor shall comply with all provisions of these permits. No work shall commence until all required permits are in hand.

- A. The Contractor shall secure any and all permits as required by SJRWMD for dewatering activities to occur at the job sites.
- B. Owner shall obtain and the Contractor shall perform and comply with the requirements or Rights-of-Way all work-related activities in accordance with the requirements of the Authority's FDOT and /or Clay County Use Permits for this project where applicable.

- C. Contractor shall secure any and all NPDES – Generic Permit for the Discharge of Produced Groundwater from any Non-Contaminated Site Activity. Contact Florida Department of Environmental Protection (FDEP), Northeast District.
- D. Owner shall obtain and the Contractor shall conform to the requirements of the FDEP potable water and/or wastewater collection/transmission permit(s) and shall be responsible for installing and testing mains to achieve clearance under this permit, where applicable. Permit documents shall be provided with each purchase order. Installation of the pipelines shall be done so as to allow Owner to meet the requirements and stipulations of this permit.

1.05 EASEMENTS: Where, the Clay County Utility Authority has entered into an agreement with the landowners to grant unobstructed right-of-way and easement rights along the pipeline route, the terms and conditions of these easements shall be followed explicitly by the Contractor. Copies of these Agreements for Grant of Easement will be made available from the Authority and the Contractor shall familiarize himself with the terms and conditions and shall comply with all provisions during construction.

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 - GENERAL

1.1 Section Includes

- A. Administrative and procedural requirements for submittals required for performance of the Work, including the following:
 - 1. Contractor's construction schedule using the Critical Path Method (CPM)
 - 2. Shop Drawings.
 - 3. Product Data.
 - 4. Samples.
 - 5. Quality assurance submittals.

1.2 Definitions

- A. Coordination Drawings show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or to function as intended.
- B. Field samples are full-size physical examples erected on-site to illustrate finishes, coatings, or finish materials. Field samples are used to establish the standard by which the Work will be judged.
- C. Mockups are full-size assemblies for review of construction, coordination, testing, or operation; they are not Samples.

1.3 Submittal Procedures

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination. The Owner reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.
 3. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for resubmittals.
 - a. Allow 15 working days for initial review. Allow additional time if the Owner must delay processing to permit coordination with subsequent submittals.
 - b. If an intermediate submittal is necessary, process the same as the initial submittal.
 - c. Allow 15 working days for reprocessing each submittal.
 - d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Owner sufficiently in advance of the Work to permit processing.
- B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
1. Provide a space approximately 4 by 5 inches (100 by 125 mm) on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
 2. Include the following information on the label for processing and recording action taken.
 - a. Project name.
 - b. Date.
 - c. Name and address of the Owner.
 - d. Name and address of the Contractor.
 - e. Name and address of the subcontractor.
 - f. Name and address of the supplier.
 - g. Name of the manufacturer.
 - h. Number and title of appropriate Specification Section.
 - i. Drawing number and detail references, as appropriate.
- C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Owner using a transmittal form. The Owner will not accept submittals received from sources

other than the Contractor without Contractor's review and approval markings and the action taken.

- D. Provide required Product Code Certification with Shop Drawings. Submittals that do not have Product Code Certification included will be returned for resubmission.

1.4 Contractor's Construction Schedule

- A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart-type, contractor's construction schedule. Submit within 20 days after the date established for "Commencement of the Work."
 - 1. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the Work as indicated in the "Schedule of Values."
 - 2. Coordinate the Contractor's Construction Schedule with the Work Plan, (CPM) Schedule, list of subcontracts, payment requests, and other schedules.
 - 3. Identify critical paths.
- B. Phasing: On the schedule, show how requirements for phased completion to permit Work by separate Contractors and partial use by the Owner affect the sequence of Work.
- C. Distribution: Following response to the initial submittal, print and distribute copies to the Owner, Owner, subcontractors, and other parties required to comply with scheduled dates. Keep copies available at the project site. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- D. Schedule Updating: Revise the schedule after each meeting, event, or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

1.5 Shop Drawings

- A. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents.

1. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings.
 2. Standard information prepared without specific reference to the Project is not a Shop Drawing.
- B. Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:
1. Dimensions.
 2. Identification of products and materials included by sheet and detail number.
 3. Compliance with specified standards.
 4. Notation of coordination requirements.
 5. Notation of dimensions established by field measurement.
 6. Do not use Shop Drawings without an appropriate final stamp indicating action taken.
- C. Submittals: Submit one reproducible and two blue-or black line print.

1.6 Product Data

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.
1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Product Data not so marked will be returned without review. Include the following information:
 - a. Manufacturer's printed recommendations.
 - b. Compliance with trade association standards.
 - c. Compliance with recognized testing agency standards.
 - d. Application of testing agency labels and seals.
 - e. Notation of dimensions verified by field measurement.
 - f. Notation of coordination requirements.

2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
- B. Submittals: Submit 3 copies of each required submittal; submit 4 copies where required for maintenance manuals. Submit additional copies as required by the Contractor for distribution. The Owner will retain one and will return the others marked with action taken and corrections or modifications required.
- C. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities.

1.7 Samples

- A. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.
 1. Mount or display Samples in the manner to facilitate review of qualities indicated. Prepare Samples to match the Owner's sample. Include the following:
 - a. Specification Section number and reference.
 - b. Generic description of the Sample.
 - c. Sample source.
 - d. Product name or name of the manufacturer.
 - e. Compliance with recognized standards.
 - f. Availability and delivery time.
 2. Submit Samples for review of size, kind, color, pattern, and texture. Submit Samples for a final check of these characteristics with other elements and a comparison of these characteristics between the submittal and the actual component as delivered and installed.
 - a. Where variation in color, pattern, texture, or other characteristic is inherent in the material or product represented, submit at least 3 multiple units that show approximate limits of the variations.
 - b. Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.

3. Submit a full set of choices where Samples are submitted for selection of color, pattern, texture, or similar characteristics from a range of standard choices. The Owner will review and return preliminary submittals with the Owner's notation, indicating selection and other action.
 4. Maintain sets of Samples, as returned, at the Project Site, for quality comparisons throughout the course of construction.
- B. Distribution of Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work. Show distribution on transmittal forms.

1.8 Quality Assurance Submittals

- A. Submit quality-control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control submittals as required under other Sections of the Specifications.
- B. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a notarized certification from the manufacturer certifying compliance with specified requirements. Signature: Certification shall be signed by an officer of the manufacturer or other individual authorized to sign documents on behalf of the company.
- C. Inspection and Test Reports: Requirements for submittal of inspection and test reports from independent testing agencies are specified in Division 1 Section "Quality Control."
- D. Contractor shall submit for approval a "Contractor Quality Control Plan" which shall contain, as a minimum, Contractor's quality control plan for earthwork, concrete reinforcement, and poured-in-place concrete.
1. The contractor quality control plan (CQCP) is the documentation of the contractor's process for delivering the level of construction quality required by the contract. The following paragraph provides requirements for the CQCP, and what the criteria for accepting and using the requirements for these plans will be.
 2. The CQCP is a framework for the contractor's process for delivering quality construction. The plans and specifications define the expected results or outcome. The CQCP shall outline how those results will be achieved. While it is not possible to determine from the CQCP whether the level of construction quality will be acceptable, it is possible to verify that the contractor, as an organization, has addressed the basic elements of its quality process.

1.9 Owner's Action

- A. Except for submittals for the record or information, where action and return is required, the Owner will review each submittal, mark to indicate action taken, and return promptly. Compliance with specified characteristics is the Contractor's responsibility regardless of action indicated.
- B. Action Stamp: The Owner will stamp each submittal with a uniform, action stamp. The Owner will mark the stamp appropriately to indicate the action taken. Do not use, or allow others to use, submittals marked "Not Approved, Revise and Resubmit", or "Rejected" at the Project Site or elsewhere where Work is in progress.
- C. Other Action: Where a submittal is for information or record purposes or special processing or other activity, the Owner will return the submittal marked "Action Not Required", "Reviewed, No Comment", or "Reviewed, Comments As Noted."
- D. Unsolicited Submittals: The Owner will return unsolicited submittals to the sender without action.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 01320

CONSTRUCTION VIDEO AND PHOTOGRAPHS

PART 1 – GENERAL

1.01 DESCRIPTION:

- A. Provide construction video and photographs that depict preconstruction conditions.
- B. Provide construction photographs that depict the progress of the Work and conditions at the final inspection.

1.02 SUBMITTALS:

- A. Submit electronic version of preconstruction video and photographs prior to construction.
- B. Submit two (2) copies of each set of progress photographs weekly to the Owner.
- C. All projects constructed within the Clay County Utility Authority (“CCUA”) systems shall have construction photographs taken by the contractor who is installing those utility mains, services, or other appurtenances, which will be owned and maintained by or under the control of CCUA as follows in PART 3 – EXECUTION.
- D. Submit final photographs with final pay request.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION:

- 3.01 Photographs shall be taken with a conventional digital camera and show the area affected by the Work. The photographs shall be in color, 5-inches by 7-inches in size, printed on 8½” x 11” paper with a maximum of two pictures per page. The Contractor shall use a minimum photography resolution of 2048 x 1536 pixel (3 megapixels).
- 3.02 Photographs shall be taken prior to any Work on the Site, upon completion of underground piping or structures installation and prior to backfilling, and upon completion of the backfilling and grading.
- 3.03 The photographs taken daily during a given weekly period shall be delivered to the Owner at the beginning of the following week. Photographs may be delivered by electronic mail.
- 3.04 Each photograph shall be dated and labeled in a manner that will clearly describe the Work and the location of the photograph in relation to the project. The location description shall include the roadway name, lot number, station number, physical address

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if available, or other means of providing information to determine the accurate location where the photograph was taken.

- 3.05 The Contractor shall use color video with a minimum resolution of 1920 x 1080 pixels (1080p) for full high definition (HD).
- 3.06 Color video and photographs shall be taken prior to any work on the site documenting all existing conditions.
- 3.07 Digital versions of video or photographs shall be submitted on a USB flash drive or archival quality DVD.

END OF SECTION

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SECTION 01400
QUALITY CONTROL

PART 1 - GENERAL

1.1 Section Includes

- A. Administrative and procedural requirements for quality control services and testing and inspection laboratory services.

1.2 General

- A. Specific quality control requirements for individual construction activities are specified in the Sections that specify those activities. Those requirements, including inspections and tests, cover production of standard products as well as customized fabrication and installation procedures.
- B. Inspections, test and related actions specified are not intended to limit the Contractor's quality control procedures that facilitate compliance with Contract Document requirements.
- C. Requirements for the Contractor to provide quality control services required by the Owner or authorities having jurisdiction are not limited by provisions of this Section.

1.3 Contractor Responsibilities

- A. Provide inspections, tests and similar quality control services specified in individual Specification Sections as the Contractor's responsibility and as required by governing authorities, except for those specifically indicated as being the Owner's responsibility; these services include those specified to be performed by an independent agency and not by the Contractor. Include costs for these services in the Contract Sum.
- B. Provide and pay for costs of retesting and other related costs when:
 - 1. Results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance with Contract Document requirements, regardless of whether the original test was the Contractor's responsibility.
 - 2. Construction is revised or replaced by the Contractor, where tests were required on original construction.
 - 3. Additional testing is needed or required by the Contractor.

4. Additional trips to the project are necessary by an agency when scheduled times for tests and inspections are cancelled and the agency is not notified sufficiently in advance of cancellation to avoid the trip.
- C. Cooperate with agencies performing required inspections, tests and similar services and provide reasonable auxiliary services as requested.
 1. Notify the agency sufficiently in advance of operations to permit assignment of personnel.
 2. Provide access to the Work and furnish incidental labor and facilities necessary to facilitate inspections and tests.
 3. Take adequate quantities of representative samples of materials that require testing and assist the agency in taking samples.
 4. Provide facilities for storage and curing of test samples.
 5. Provide the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.
 6. Secure and protect samples and test equipment at the Project site.
- D. Coordinate the sequence of activities to accommodate required services with a minimum of delay and coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.
- E. Schedule times for inspections, tests, taking samples and similar activities.

1.4 Testing Agencies Responsibilities

- A. Cooperate with the Owner and Contractor in performance of their duties; provide qualified personnel to perform required inspections and tests.
- B. Notify the Owner and Contractor promptly of irregularities or deficiencies observed in the Work during performance of their services.
- C. Agencies are not authorized to release, revoke, alter or enlarge requirements of the Contract Documents, or approve or accept any portion of the Work.
- D. Agencies shall not perform any duties of the Contractor.

1.5 Submittals

- A. Independent testing agencies shall submit three (3) copies of certified written reports of each inspection, test or similar service to the Owner and to the Contractor.
- B. Report Data: Written reports of each inspection, test or similar service shall include:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making the inspection or test.
 - 6. Designation of the Work and test method.
 - 7. Identification of product and Specification Section.
 - 8. Complete inspection or test data.
 - 9. Test results and an interpretations of test results.
 - 10. Ambient conditions at the time of sample-taking and testing.
 - 11. Comments or professional opinion as to whether inspected or tested Work complies with Contract Document requirements.
 - 12. Name and signature of laboratory or inspector.
 - 13. Recommendations on retesting.

1.6 Qualification of Service Agencies

- A. Engage inspection and testing service agencies, including independent testing laboratories, which are prequalified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and which specialize in the types of inspections and tests to be performed.
- B. Each independent inspection and testing agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the State in which the Project is located.

- C. Inspection and testing agencies engaged by the Contractor shall be acceptable to Owner.
- D. The Contractor shall use appropriately certified labs for the material tested such as the Florida Department of Transportation, the Florida Department of Environmental Protection, etc.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 Repair and Protection

- A. Upon completion of inspection, testing, sample-taking and similar services, repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities of exposed finishes.
- B. Protect construction exposed by or for quality control service activities and protect repaired construction.
- C. Repair and protection are the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

END OF SECTION

SECTION 01500

CONSTRUCTION FACILITIES

PART 1 - GENERAL

- 1.1 Description: The following criteria shall govern the furnishing of and paying for temporary construction and service items. Such items shall be instituted at the beginning and maintained for the life of the work or until removal or termination is approved by the Owner.
- 1.2 Temporary Facilities
- A. Drinking Water: The Contractor shall provide cool water with dispensing utilities.
 - B. Construction Water: The Contractor shall provide temporary water for construction at the project site. The Contractor shall provide proper back flow devices in order to comply with regulations concerning back flow & cross connection.
 - C. It shall be the Contractor's responsibility to provide temporary electrical power for construction purposes.
 - D. Toilet Facilities: The Contractor shall furnish a portable, job-site toilet enclosure facility through a local company specializing and licensed in this business. The toilet enclosure shall be located on the project site at a point acceptable to the Owner. It shall be maintained daily by the supplying company and removed from the project site upon completion of the project.
- 1.3 Security
- A. General: The Contractor shall provide security, as necessary or required, to protect work, property, materials and equipment at all times.
 - B. Rodents and Other Pests: The Contractor, through debris removal, etc., shall control the creation of rodent or pest problems. Should such develop, the Contractor shall secure services of a licensed exterminator to control.
 - C. Debris Control: Keep premises clean and free from accumulation of debris and rubbish. Provide trash and debris receptacles and require use. Remove from site at least weekly. Dispose all debris and rubbish at a properly approved and permitted facility or by using a properly licensed and permitted vender of no cost to the owner. The contractor shall provide the owner copies of all disposal tickets.

- D. Cleaning: As work is completed by trades, areas of work shall be cleaned in preparation for next trade, inspections or general safety of property and person.
- E. Project Safety: The Contractor shall comply with all applicable governmental and insuring company requirements relative to construction and project safety. Either the superintendent or another company representative on the site during all working hours, shall be trained in project safety and designated as Contractor's Safety Director.

1.4 Quality Assurance

- A. Comply with industry standards and applicable laws and regulations of authorities having jurisdiction, including but not limited to:
 - 1. Building Code Requirements
 - 2. Health and Safety Regulations
 - 3. Utility Company Regulations
 - 4. Police, Fire Department and Rescue Squad Rules
 - 5. Environmental Protection Regulations
 - 6. Debris and rubbish transportation and disposal regulations and rules.

END OF SECTION

SECTION 01701

PROJECT CLOSEOUT

PART 1 - GENERAL

1.1 Section Includes

A. Administrative and procedural requirements for project closeout.

1. Inspection procedures.
2. Project record document submittal.
3. Final cleaning.

1.2 Substantial Completion

A. Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.

1. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
2. Submit specific warranties, final certifications and similar documents - refer to Section 01740.
3. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; operating certificates and similar releases.
4. Submit record drawings and similar final record information.
5. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.
6. Complete final clean up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.

B. When the Contractor considers the Work to be substantially complete, they shall submit a written notice to the Owner that the Work, or designated portion of the Work, is complete and ready for inspection.

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- C. Within 14 days of receipt of a request for inspection, the Owner will either proceed with inspection or advise the Contractor of unfulfilled requirements. When the Owner agrees that the Work, or designated portion of the Work, is substantially complete, they will inform the Contractor.
- D. Should the Owner determine that the Work is not substantially complete, they will advise the Contractor of construction or other requirements that must be completed or corrected.
 - 1. The Owner will repeat inspection when requested and assured that the Work has been substantially completed.
 - 2. Results of the completed inspection will form the basis of requirements for final acceptance.

1.3 Final Completion

- A. When the Contractor considers the Work to be complete, they shall submit written certification to the Owner that the Work is completed and ready for final inspection. Include the following:
 - 1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted.
 - 2. Submit an updated final statement.
 - 3. Submit a certified copy of the Owner's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Owner's inspector.
- B. The Owner will inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Owner.
 - 1. Upon completion of inspection, the Owner will advise the Contractor if the Work that is complete or if obligations have not been fulfilled but are required for final acceptance.
 - 2. If necessary, re-inspection process will be repeated.

1.4 Record Document Submittals

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- A. Maintain at the site one complete set of record documents; protect from deterioration and loss in a secure, fire-resistive location.
 - 1. Provide access to record documents for the Owner's reference during normal working hours.
 - 2. Label each document "PROJECT RECORD" in 2-inch-high printed letters.
 - 3. Do not use for construction purposes.
- B. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
 - 1. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.
 - 2. Mark new information that was not shown on Contract Drawings or Shop Drawings.
 - 3. Show elevations and horizontal control dimensions of storm sewers, gravity sewers including laterals, electric cables, television cables, telephone cables, force mains, water mains crossed, and any other underground utilities and structures. Information shall be obtained by surveying by a professional engineer or land surveyor registered in the State of Florida.
 - 4. Note related Change Order numbers where applicable.
 - 5. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.
- C. Record Specifications: Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction.
 - 1. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications.

2. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation.
 3. Note related record drawing information and Product Data.
- D. Record Product Data: Maintain one copy of each Product Data submittal.
1. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site, and from the manufacturer's installation instructions and recommendations.
 2. Give particular attention to concealed products and portions of the Work which cannot otherwise be readily discerned later by direct observation.
 3. Note related Change Orders and mark-up of record drawings and Specifications.
- E. Record Sample Submitted: Immediately prior to the date or dates of Substantial Completion, the Contractor will meet at the site with the Owner to determine which of the submitted Samples that have been maintained during progress of the Work are to be transmitted to the Owner for record purposes. Comply with delivery to the Owner's Sample storage area.
- F. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record-keeping and submittals in connection with actual performance of the Work.
- G. At Contract close-out, deliver one copy of Record Documents to Owner. Accompany submittal with transmittal letter in duplicate containing the following information:
1. Date
 2. Project title and number
 3. Contractor's name and address
 4. Title and number of each Record Document
 5. Signature of Contractor or his authorized representative

PART 2 - PRODUCTS (Not Applicable)

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PART 3 - EXECUTION

3.1 Final Cleaning

- A. Employ experienced workers or professional cleaners for final cleaning.
- B. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion and maintain until final completion, except in areas occupied or designated by Owner.
 - 1. Remove labels that are not permanent labels.
 - 2. Leave concrete floors broom clean.
 - 3. Wipe surfaces of mechanical and electrical equipment.
 - 4. Clean plumbing fixtures to a sanitary condition.
 - 5. Clean the site, including landscape development areas, of rubbish, litter and other foreign substances.
 - 6. Sweep paved areas broom clean; remove stains, spills and other foreign deposits.
 - 7. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.
- C. Remove temporary protection and facilities installed for protection of the Work during construction.
- D. Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.
- E. Where extra materials of value remaining after completion of associated Work, they shall become the Owner's property, arrange for any disposition of these materials as directed.

END OF SECTION

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SECTION 01740

WARRANTIES AND BONDS

PART 1 - GENERAL

1.1 Related Requirements

- A. General provisions of Contract, including General and Supplementary Conditions.
- B. Warranties and certificates for specific products - Respective Specification Sections.
- C. Contract closeout - Section 01701.

1.2 Section Includes

- A. Administrative and procedural requirements for warranties, bonds, and certifications required by the Contract Documents, including manufacturers standard warranties on products and special warranties.

1.3 Warranty Requirements

- A. Contractor shall warrant all work covered under this Agreement to be free from defects for a period of 2-years after the date of substantial completion.
- B. Relining Underground Pipelines (Section 02766): Contractor warrants to Owner that all products and work provided by Contractor to Owner under this Agreement will be free from material defects in workmanship and materials for a period of five (5) years from the earlier of the date on which Contractor's work is accepted by Owner or the date on which the Contractor completes performance and leaves the worksite.
- C. Sanitary Service Lateral CIPP Lining (Section 02767): Contractor warrants to Owner that all products and work provided by Contractor to Owner under this Agreement will be free from material defects in workmanship and materials for a period of five (5) years from the earlier of the date on which Contractor's work is accepted by Owner or the date on which the Contractor completes performance and leaves the worksite.
- D. Manhole/Lift Station Wetwell Coating (Section 02768) and Treatment Plant Wetwell Liner (Section 02769): The liner manufacturer shall warrant the liner against defects for at least ten (10) years after the date of acceptance by CCUA. Defects are defined as cracking, delamination or leaking. The warranty shall require the manufacturer to supply all necessary labor, materials, and equipment to repair defects to the satisfaction of CCUA. The Contractor and/or manufacturer shall not make any exemption or exception to the above stated conditions or warranty.

- E. Treatment Plant Wetwell Rehabilitation (Section 02769): The liner manufacturer shall warrant the liner against defects for at least ten (10) years after the date of acceptance by CCUA. Defects are defined as cracking, delamination or leaking. The warranty shall require the manufacturer to supply all necessary labor, materials, and equipment to repair defects to the satisfaction of CCUA. The Contractor and/or manufacturer shall not make any exemption or exception to the above stated conditions or warranty.
- F. When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- G. When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- H. Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- I. Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
- J. The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
- K. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

1.4 Submittals

- A. Submit written warranties to the Owner before requesting inspection for Substantial Completion. If the Owner's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Owner.
- B. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit

properly executed warranties to the Owner within fifteen days of completion of that designated portion of the Work.

- C. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner for approval prior to final execution.
- D. Provide written certifications of compliance and other commitments and agreements for continuing services in a form which includes all pertinent information including:
 - 1. Quantities and dates of shipments.
 - 2. Attestment that materials incorporated into the Work comply with specified requirements. Certification shall not be construed as relieving the Contractor from furnishing satisfactory materials, if the material is later found to not meet specified requirements.
 - 3. Signature of officer of company.
 - 4. Laboratory test reports submitted with certificates of compliance shall show dates of testing, specification requirements under which testing was performed, and results of tests.
- E. Refer to individual Sections of Divisions 2 through 16 for specific content requirements, and particular requirements for submittal of special warranties.
- F. Form of Submittal:
 - 1. Compile 3 copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer.
 - 2. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 3. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2 in. by 11 in. paper.
 - 4. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.

5. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS", the Project title or name, and the name of the Contractor.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

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MAINTENANCE WARRANTY BOND

CLAY COUNTY, FLORIDA

KNOW ALL MEN BY THESE PRESENTS, that we, _____
_____ as Principal and _____
, as Surety, are held and firmly bound unto the CLAY COUNTY UTILITY AUTHORITY, as Oblige, in the sum of _____ (\$ _____) Dollars, for the payment of which said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by the presents.

WHEREAS, the Principal is the contractor which installed the _____ for the project known as **Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract Bid No. 18/19-A7** has agreed that it shall accept certain _____ improvements located within County right-of-ways or easements, for maintenance, provided that the Principal and Surety deliver to the CLAY COUNTY UTILITY AUTHORITY a maintenance warranty bond, guaranteeing said improvements against faulty workmanship and materials, said bond and guarantee to be in full force and effect for a minimum of **two (2) years**, beginning the _____ day of _____, _____ (date of Substantial Completion); and this bond shall serve as said maintenance warranty bond; and this bond shall be and remain in full force and effect from its effective date for a minimum period of at least **two (2) years**.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall fully guaranty, indemnify and save harmless Clay County Utility Authority from any and all loss, costs, expenses and damages, for any repairs or replacements arising out of defective workmanship or materials in the construction or installation of said improvements, then this obligation shall be null and void; otherwise to be and remain in full force and effect.

Signed, sealed and dated this _____ day of _____, _____.

CONTRACTOR:

WITNESS:

Print Name: _____

By: _____ (Seal)

Print Name: _____

Date: _____

APPROVED:
CLAY COUNTY UTILITY AUTHORITY

BY:

BY: _____

Tom Morris, Executive Director

(SURETY)

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**WATER AND WASTEWATER
MAINTENANCE WARRANTY BOND
CONTACT INFORMATION**

Surety:_____

Contact Name:_____

Mailing Address:_____

Telephone No.:_____

Fax No.:_____

Bonding Agent:_____

License Identification No.:_____

Contact Name:_____

Mailing Address:_____

Telephone Number:_____

Fax Number:_____

CONTRACTOR WARRANTY

TO OWNER: CLAY COUNTY UTILITY AUTHORITY
3176 Old Jennings Road
Middleburg, Florida 32068

FROM CONTRACTOR: _____

PROJECT: Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract CCUA
Bid No. 18/19-A7

CONTRACTOR hereby warrants all materials and workmanship furnished for the _____
_____ installations for the above-referenced
project, against any defects for a period of **two (2) years** from the _____ day of _____
_____, _____ (date of Substantial Completion). This Warranty also includes the "as-
built" data recorded on the as-built drawings for this project.

This Warranty includes all expenses incurred in servicing or replacing defective material,
including cost of all parts, labor and/or replacement material.

This Warranty does not apply to any of the above equipment which has been subjected to
misuse, improper storage, neglect, accident, acts of God and/or alterations or repairs by other
than factory or the Guarantor's authorized service personnel. Nor does it cover expenses incurred
for service requested by the OWNER on material which does not prove defective.

CONTRACTOR: _____

Date: _____

Print Name: _____

Title: _____

SECTION 02140

DEWATERING

PART 1 - GENERAL

1.1 Scope

In general, the work specified in this section of the Specifications shall consist of supplying labor, materials and equipment, and performing all work necessary to lower and control the groundwater levels and hydrostatic pressures to permit all excavations and construction specified under this Contract to be performed in the dry.

1.2 Examination of the Site

The Contractor shall take all steps necessary to familiarize himself with the site conditions, the ground conditions and the groundwater conditions. It is expressly understood that neither the Owner's nor Owner's Representative will be held responsible for any interpretations or conclusions drawn by the Contractor.

1.3 Submittals

The Contractor shall schedule a pre-dewatering meeting with the Owner prior to executing the work. At the meeting the Contractor shall issue their formal written plan to the owner and discuss mitigating risks, discharges, and permitting.

PART 2 - PRODUCT

2.1 Method and Equipment

The Contractor may use any dewatering method they deem feasible so long as it results in working in stable soils conditions. It is the intent of these Specifications that an adequate dewatering system be installed to promptly lower, control, and dispose the groundwater in order to permit excavation, construction of the structures and the placement of the fill materials, all to be performed under dry conditions. The dewatering system shall be adequate to pre-drain the water bearing strata above and below the bottom of the foundations, sewers, water lines and all other excavations. Fill operations shall be completed prior to discontinuing operation of dewatering to prevent buoyancy of any structure. All dewatering operations shall be in accordance with applicable requirements of authorities having jurisdiction, such as, but not limited to, St. Johns River Water Management District and Florida Department of Environmental Protection.

PART 3 - EXECUTION

3.1 General

The Contractor shall be solely responsible for arrangement, location and depths of the dewatering system necessary to accomplish the work described under this section of the Specifications. The dewatering shall be accomplished in a manner that will reduce the hydrostatic head below any excavation to the extent that the water level and piezometer water levels in the construction area are below the prevailing excavation surface; will prevent the loss of fines, seepage, boils, quick conditions, or softening of the foundation strata; will maintain stability of the sides and bottom of the excavation; and will result in all construction operations being performed in the dry. It is the Contractor's responsibility to prevent surface water and subsurface or ground water from flowing into excavations.

3.2 Disposal of Water

The Contractor shall promptly dispose of all water removed from the excavations in such a manner as will not endanger public health, damage public or private property, or affect adversely any portion of the work under construction or completed by the Contractor. The Contractor shall obtain written permission from the Owner of any property involved before digging ditches or constructing water courses for the removal of water. Contractor shall apply for and obtain, at the Contractor's expense, from all agencies having jurisdiction all permits required for disposal of water resulting from dewatering operations. Contractor shall only discharge uncontaminated produced groundwater when permitted or exempt. The means and methods of dewatering and discharge disposal shall comply with all regulatory requirements (including F.A.C. Chapter 62-621 "General Permit for the Discharge of Produced Ground Water from Any Non-contaminated Site Activity") at the Contractors Expense. Water shall not be discharged into streets, roadways, driveways, or private property.

Where excavation and dewatering occur in soils containing clay, silt or other materials resulting in turbidity in excess of 29 NTU above background at the point of discharge, the Contractor shall provide for settling, filtering or other treatment to lower turbidity to this level. If the project contains stormwater retention and/or detention systems, the Contractor may temporarily use this area for treatment, by capping the bleed-down pipe, pumping discharge in the pond and allowing it to settle prior to discharge. The Contractor may also construct a temporary detention/treatment pond. Use of alum and polymeric coagulation agents to aid in settling is allowed, providing that pH is adjusted prior to discharge. The Contractor shall submit his dewatering plan to the Owner for review if such additives are used and submit pH test data to the Owner showing no greater than 1 pH unit change from background in water to be discharged. The Contractor shall remove all accumulation of sediment prior to the completion of the project as the Contractor's expense. The Contractor shall maintain and remove accumulation of sediment at suitable intervals to prevent impairment of any sediment basin or pond at the Contractor's expense.

3.3 Inadequate System

If the dewatering requirements are not satisfied due to inadequacy or failure of the dewatering system, then loosening of the foundation strata, or instability of the slopes, or damage to the foundations, pavements, pipes, property, or structures may occur. The supply of all labor, materials and equipment, and the performance of all work necessary to carry out additional work for reinstatement of the structures or foundation soil resulting from such inadequacy or failure shall be undertaken by the Contractor to the approval of the Owner's Representative, and at no additional expense to the Owner.

END OF SECTION

SECTION 02221

TRENCHING, BACKFILLING AND COMPACTING

PART 1 - GENERAL

1.1 Scope

The work under this section covers the furnishing of all materials, equipment, tools, labor, supervision and incidentals necessary for excavating, backfilling and compacting trenches for underground pipelines and utilities as indicated on the drawings and specified herein.

1.2 Measurement and Payment

- A. Payment for Trenching, Backfilling, and Compacting is incidental to the Contractor's other pay items and shall be included in those costs.
- B. Payment will be full compensation for all material, equipment, testing, tools, supervision, incidentals, and labor for excavating, backfilling and compacting trenches for underground pipelines and utilities as indicated on the drawings and specifications herein.
- C. The measurement for earthwork quantities such as excavations, backfilling, and removal and replacement of unsuitable materials shall be based on the in-place verifiable cross section volume. Over excavations without documented cause and the Owner's written approval shall not be included in the calculated measurement.

1.3 Submittals

- A. Compaction density test reports.

PART 2 - PRODUCT

2.1 General Requirements

- A. Backfill material shall be a granular soil, not classified as unsuitable material, and capable of being placed and compacted to the densities equivalent to 95% of the Modified Proctor maximum dry density. Backfill shall have no more than 12 percent of its particles pass a No. 200 sieve or a Plastic Index (P.I.) that exceeds 6. The maximum size rock permitted in backfill material shall be 2 inches with such rock being uniformly dispersed in the soil. Rock or other hard, lumpy, and unyielding materials, however, shall not be permitted in backfill material within one foot of external diameters of pipe and conduit, or against structure having protective coatings and coverings. The Contractor shall provide backfill material when this material is

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not available from earthwork operations on the project site. Backfill material used for pipe bedding shall have all particles pass a 3/8-inch sieve.

- B. Unsuitable material is soil which is unsuitable for the support of structures, piping, or other materials. Unsuitable material shall be soils containing muck, clay, excessive amount of organic material, stumps, brush, roots, rubbish and building material rubble or other deleterious materials. The suitability of the excavated materials for backfill shall be determined by the Owner's Representative.
- C. Unsuitable material shall be disposed of offsite and replace with suitable imported sandy soils at the Contractor's expense.

2.2 Materials

- A. Excavated Native Material - Excavated native material free from perishable and objectionable objects and containing no stones or clods larger than two (2) inches in diameter, unless otherwise specified, shall be used for backfilling and such grading on the site as required. Any excess material shall be placed where directed.
- B. Granular Backfill - Granular backfill shall consist of well-graded crushed stone or crushed gravel meeting the requirements of American Standards of Testing and Materials (ASTM) C 33 (latest), Gradation 67 (3/4 inches to No. 4).
- C. Sand Backfill - Sand backfill shall consist of a coarse natural granular material, free of deleterious amounts of organic material, mica, loam, clay and other substances not suitable for the purpose intended. It shall be a clean concrete sand having approximately uniform gradation between sieve sizes No. 4 and No. 50. All particles shall pass a 3/8 inch sieve and no particles shall pass a No. 100 sieve.
- D. Backfill material shall be submitted to the Owner for review and approval.

PART 3 - EXECUTION

3.1 General Requirements

The extent of excavation open at any one time will be held to a minimum consistent with normal and orderly prosecution of the work. The Contractor is required to locate all underground structures and utilities, shown on the drawings or made known to him during construction. The Contractor is to coordinate with the local utility companies as required to determine the location of utilities within the limits of the work in adequate time to allow for relocation or adjustment of utility lines prior to conflict with the work, and to show the location of the utilities ahead of the work.

3.2 Protecting Existing Utilities

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Each existing utility exposed is to be fully protected and supported during construction. Any damage caused during backfilling operations is to be promptly repaired at no cost to the utility owner. All temporary protective and support systems installed on existing utilities are to remain in place until they can be supported and protected by the trench backfill.

3.3 Excavated Material

- A. Excavated material to be used for backfill shall be neatly deposited at the sides of the trenches where space is available. Where stockpiling of excavated material is required, the Contractor shall be responsible for using designated sites and shall so maintain his operations as to provide for natural drainage and not present an unsightly appearance. Top soils shall be carefully selected and kept separated. Rock, shell or other base materials for roads and alleys shall be carefully selected and kept separate. Grade and line stakes shall be protected. No excavated material shall be placed on private property without the written consent of the property owner.
- B. Where materials unsuitable for backfill are excavated within the limits of excavation shown on the drawings, the unsuitable material shall be removed from the job site and disposed of by the Contractor at the Contractor's Expense. Suitable granular or sand backfill shall be provided to replace the unsuitable materials and worked into existing excavated soils where possible, at no additional cost to the Owner.

3.4 Trench Excavation

- A. All excavation for pipeline and utilities shall be open cut and tunneling will not be permitted unless specifically called for on the plans. Trench sides shall be approximately vertical between an elevation of one (1) foot above the top of the pipe and the centerline of the utility; otherwise, trench sides shall be as vertical as possible or as required. Trench may be excavated by machinery to a depth that will not disturb the finish grade.
- B. Excavate trenches to depth indicated or required for indicated flow lines and invert elevations.
- C. The Contractor shall excavate the trench by hand where excavation and machinery would endanger trees or structures which otherwise might be saved by the use of hand excavation.
- D. Dig trenches to the uniform width required for particular item to be installed, sufficiently wide to provide ample working room. Provide minimum 8-inch clearance on each side of pipe or conduit, for unsheeted or sheeted trench, with maximum width of trench measured at top of pipe, not to exceed the outside

diameter, plus 24 inches, and comply with all Local, State, and Federal Safety Standards and Regulations.

- E. For pipes or conduit 5 inches or less, excavate to indicated depths. Hand excavate bottom cut to accurate elevations and support pipe or conduit on undisturbed soil.
- F. Except as otherwise indicated, excavate for exterior water piping so top of piping is minimum 3 feet below finished grade under pavement and 30 inches minimum elsewhere.
- G. Backfill trenches with concrete where trench excavations pass within 18 inches of column or wall footings and which are carried below bottom of such footings, or which pass under wall footings.
- H. For pipes or conduit 6 inches or larger, tanks and other work indicated to receive subbase, excavate to subbase depth indicated, or if not otherwise indicated, to 6 inches below bottom of work to be supported.
- I. Except where a granular or concrete bedding is to be used, mechanical excavation shall be stopped above the final invert grade elevation and the remaining material carefully hand excavated so that the pipes may be laid on a firm, undisturbed, native earth bed.
- J. Bell holes shall be dug to permit the entire straight barrel of the pipes to rest on the trench bottom. Boulders or loose rocks which might bear against the pipe will not be permitted in the trench bottom or backfill.
- K. Excavated material consisting of muck, mud, clays or other unsuitable material shall not be stockpiled for backfill. Contractor shall remove such material from the site as it is excavated and shall dispose of it in an approved manner.
- L. Excavation in rock shall be made to at least six (6) inches below the finish grade of the utility and backfilled with a 6-inch layer of crushed stone or gravel prior to installation of pipe. Excavation in clayey soils shall be made to at least twelve (12) inches below the pipeline inverts and replace with compacted structural backfill.
- M. The Contractor shall be required to maintain uninterrupted utility service along the project but the methods used to accomplish this shall be left to his discretion, subject to approval of the authorities having jurisdiction. Puddling or discharge of sewage into open ditches will not be permitted. Existing piping damaged or removed to facilitate construction shall be replaced in kind, location and elevation.
- N. No more than 100 linear feet of trench shall be open in advance of the completed pipe laying operation without prior approval of the Owner. Pipe trenches across

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roadways and driveways shall be backfilled as soon as pipe is installed. Where, in the opinion of the Owner, adequate detour facilities are not available, no trench shall be left open across a roadway or commercial property driveway where adequate detour routes are not available for a period in excess of 30 minutes, or as directed by the governing authority. No trench shall be left open across any roadway or driveway for more than 24 hours. All open trenches shall be protected by the Contractor with barriers, warning devices and traffic control devices, which shall be kept in the correct position, properly directed and clearly visible at all times.

3.5 Trench Backfilling

- A. Backfilling operations are not to proceed until all necessary tests, inspections or observations have been performed as required by the applicable utility specification. The Contractor shall be responsible for obtaining the necessary inspections before, during and after backfilling, and shall re-excavate, refill, and perform all such related work to obtain satisfactory test results. All debris, rocks, broken concrete, formwork, etc., is to be removed from the trench prior to the start of backfilling operations. All backfill material is to be free of muck, rock, organic material, broken concrete or other debris. Backfill is to be placed in uniform six-inch (6-inch) layers, loose measure, and compacted the full width of the trench to not less than 98 percent of maximum dry density. This procedure is to be carried out for the full height of the utility plus one (1) foot above the utility. After the backfill has reached an elevation of one (1) foot above top of the utility, operations are to proceed as follows:
 - 1. Under the existing or proposed roads, paved areas, etc., backfill material is to be placed in uniform eight-inch (8-inch) layers, loose measure, and compacted to not less than 98 percent of maximum density for the full depth of the trench.
 - 2. In areas where no construction is to take place over the utility, backfill material is to be placed in uniform twelve-inch (12-inch) layers, loose measure, and compacted to a density not less than 95 percent of maximum density for the full depth of the trench.
- B. Backfill material is to be placed in the trench in such a manner so as not to disturb the alignment of the utility. Under no circumstances is a bulldozer or other equipment to be allowed to push fill material into the trench. The material is not to be dropped on the utility but placed in a manner as to allow the utility to remain in place and to allow for the uniform spreading and compaction of the material. Material is to be placed on both sides of the utility so that the backfill will have the same elevation on each side during compaction operations. Careful attention shall be observed to backfilling under pipe trenches or spacing lines such as plate compacting, “walking in “and/or hand tampering.

- C. Whenever trenches have not been properly filled, or if settlement occurs, they shall be refilled, smoothed off, and finally made to conform to the surface of the ground. Backfilling shall be carefully performed, and surface restored to the elevation shown on the plans. In unpaved areas, the surface of trenches shall conform and be equal in quality, character and materials to the surface immediately prior to making the excavation.
- D. Miscellaneous: Backfilling around meter boxes, valve boxes and other structures shall be accomplished in same manner as the connected pipe.

3.6 Excavation Below Normal Grade

- A. In the event the Contractor through error or carelessness excavates below the elevations required, the Contractor shall at his own expense backfill with granular backfill as hereinbefore specified and compact to obtain a suitable bedding.
- B. In the event unstable or unsuitable bedding material is encountered at or 12-inches below the limits of excavation noted on the drawings, such materials shall be removed and replaced with suitable compacted granular backfill material as hereinbefore specified.

3.7 Backfill Maintenance

The Contractor shall refill for settlement all backfilled areas. The surfaces of backfilled trenches shall be maintained in a safe and satisfactory condition at all times after being opened to traffic until the final acceptance of the contract work by the Owner.

3.8 Compaction Control

- A. Use mechanical soil compaction equipment suitable for the soils and area being worked and capable of obtaining the densities specified. Hydraulic jetting or flooding of soil, to obtain densification, will not be permitted.
- B. Maximum density and optimum moisture content refer to values determined by the standard test ASTM D 1557 (latest). Moisture content of backfill material, as it is being placed and compacted, shall be within +/- 2 percent of optimum moisture content.
- C. Testing
 - 1. The Contractor will retain a testing agency acceptable to the Owner. The testing agency retained by the Contractor will perform all required soils testing for the work. The cost of testing will be paid for by the Contractor, unless specified otherwise herein.

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2. Field in-place density tests shall be performed in each 6-inch thick lift of compacted backfill and in the upper 12 inches below the bearing levels along the pipeline alignment. The density tests are necessary to verify that satisfactory compaction operations have been performed. Density testing shall be performed at one location for every 150 LF of trench excavations for every other lift of compacted fill. A minimum of one test between valves is required for every other lift regardless of the distance between valves. Backfill material which fails density tests shall be reworked and recompacted. Additional density tests for the reworked soils shall be at the Contractor's expense. Initial density tests for undisturbed in-place soils plus tests after first compaction, if required, will be paid for by the Contractor. Tests required for any additional compaction of the soil shall be at the Contractor's expense.
3. The Owner's Representative will judge soils to be suitable or unsuitable. If the Contractor does not agree with the judgment of the Owner's Representative, soil tests will be performed on the material in question. These tests shall be at the Contractor's expense when test results confirm the Owner's Representative's judgment.

3.9 Protective Sheeting

- A. The Contractor shall provide and maintain protective sheeting (including shoring and bracing) as may be required to retain soil, protect workers, protect existing facilities (structures, utilities, pavement, etc.) or confine the construction to a required area. It shall be the Contractor's responsibility to provide safe protective sheeting, when required, without being instructed to do so at no additional cost to the Owner. Detailed plans and calculations for protective sheeting shall be submitted to the Owner for review.
- B. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Carry down shoring and bracing as excavation progresses.
- C. All protective sheeting shall be removed by the Contractor. The removal shall be completed in a manner which will not disturb or damage the finished work or existing facilities. All backfill requirements shall be met.
- D. Steel drag shields or trench boxes may be used and shall be Steel Safety Shield as manufactured by Safety Shoring Shields, Inc., Efficiency Trench Box as manufactured by Efficiency Production, Inc; or equal. Voids left by the advancement of the shield shall be carefully backfilled and compacted in accordance with trench backfill requirements.

END OF SECTION

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CCUA Bid No. 18/19-A7
Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract

TRENCHING, BACKFILLING, AND COMPACTING
April 2019

SECTION 02370

EROSION AND SEDIMENTATION CONTROL

PART 1 - GENERAL

1.01 DESCRIPTION:

- A. The Contractor shall take every reasonable precaution throughout construction to prevent the erosion of soil and the sedimentation of streams, bays, storm systems, or other water impoundments, ground surfaces, or other property as required by federal, state, and local regulations.
- B. The Work specified in this Section consists of providing, maintaining and removing temporary erosion and sedimentation controls as necessary to protect the Work and prevent sedimentation from the Contractor's activities from entering water bodies or other property owner's sites outside the Construction limits.
- C. The Contractor shall provide protective covering for disturbed areas upon suspension or completion of land-disturbing activities. Permanent vegetation shall be established at the earliest practicable time. Temporary and permanent erosion-control measures shall be coordinated to ensure economical, effective, and continuous erosion and siltation control throughout the construction and post-construction period.

1.02 REQUIREMENTS

- A. The Contractor is responsible for providing effective temporary erosion and sediment control measures during Construction or until final controls become effective.
- B. The areas of unstabilized soil cover shall be minimized at all times to limit erosion and sedimentation.
- C. The escape of sediment from the work site shall be prevented by the installation of erosion and sediment control measures and practices prior to, or concurrent with land-disturbing activities. Erosion control measures will be maintained at all times. If implementation does not provide for effective erosion control, additional erosion and sediment control measures shall be implemented to control or treat the sediment source by the contractor as needed until effective erosion and sediment control is achieved. The contractor, at his own expense, shall remove any siltation deposits and correct any erosion problems as directed by the Owner which results from his construction operations.

- D. The escape of sediment from the work site shall be prevented by the installation of erosion and sediment control measures and practices prior to or concurrent with land-disturbing activities.
- E. Erosion and sediment control measures shall be maintained at all times, if implementation does not provide for effective erosion and sedimentation control, additional erosion and sedimentation control measures shall be implemented to control or treat the erosion or treat the erosion or sediment source by the contractor as needed until effective erosion and sediment control is achieved.
- F. Should the Contractor pump water from excavations during construction, appropriate siltation preventative measures shall be taken before the pumped water is discharged into any stormwater conveyance, drainage ditch, canal, or waterway.
- G. The contractor shall prevent offsite tracking of material.

1.03 SUBMITTALS

- A. The Contractor shall submit shop drawings in accordance with these Contract Documents.
- B. The projects that disturb greater than one acre, the Contractor shall prepare and submit an Erosion and Sedimentation Control Plan (Stormwater Pollution Prevention Plan) for Owner review and acceptance. The Plan shall be in effect throughout the Construction duration.
- C. The projects that disturb greater than one acre, the Contractor shall submit copies of applicable permits, Notice of Intent, and Notice of Termination.

1.04 REFERENCE STANDARDS

- A. Reference standards and recommended practices referred to in this Specification Section shall be the latest revision of any such document in effect at the bid time. The following documents are a part of this Section. Where this Section differs from these documents, the requirements of this Section shall apply.

Florida Department of Transportation (FDOT)

FDOT Spec. Section 103 - Temporary Work Structures

FDOT Spec. Section 104 - Prevention, Control, and Abatement of Erosion and
Water Pollution

FDOT Spec. Section 530 - Revetment Systems

FDOT Spec. Section 982 - Fertilizer

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FDOT Spec. Section 983 - Water for Grassing

FDOT Spec. Section 985 - Geosynthetic Materials

1.05 QUALITY ASSURANCE (NOT USED)

1.06 WARRANTIES

- A. Warranties shall be in accordance with these Contract Documents.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. The Contractor shall adhere to the requirements in these Contract Documents for Delivery, Storage, and Handling of the items specified in this Section.

1.08 QUALIFICATIONS (NOT USED)

1.09 REGULATORY REQUIREMENTS

- A. The Contractor shall be responsible for filing Notice of Intent (NOI) and Notice of Termination (NOT) for Construction Activities with regulatory agencies (SJRWMD, SFWMD, and FDEP) as required by law, if thresholds are expected to be exceeded.
- B. Erosion-control measures shall be performed conforming to the requirements of and in accordance with approved plans by applicable state and local agencies and as specified by the erosion-control notes included on the Drawings and as required by these Specifications.
- C. The Contractor shall comply with all local, State, and Federal agencies, laws, and rules.

1.10 PRACTICES

- A. The Contractor shall adhere to the following:
 - 1. Avoid dumping soil or sediment into any stream bed, pond, ditch, or watercourse.
 - 2. Maintain an undisturbed vegetative buffer where possible between a natural watercourse and trenching and grading operations.
 - 3. Avoid equipment crossings of streams, creeks, and ditches where practicable.
 - 4. The contractor shall furnish and install tree protection, erosion, and sediment control measures prior to any other construction activity and

shall maintain such appurtenances until permanent ground cover is established and all land-disturbing activities in the area have ceased.

1.11 EROSION AND SEDIMENT-CONTROL DEVICES AND FEATURES

- A. The Contractor shall construct all devices (silt fences, retention areas, etc.) for sediment control at the locations required to protect federal, state, and local water bodies and water courses and drainage systems before beginning to excavate the site. All devices shall be properly maintained in place until a structure or paving makes the device unnecessary or until directed to permanently remove the device.
- B. The Contractor shall use mulch to temporarily stabilize areas subject to excessive erosion and to protect seed beds after planting where required.
- C. Filter fabric, synthetic bales, or other approved methods shall be placed and secured over the grates of each existing inlet, grating or storm pipe opening near the area of excavation to prevent silt and debris from entering the storm systems.
- D. The Contractor shall use silt fences, synthetic bales and floating turbidity barriers as shown on the plans or as directed by the Owner or Owner's Representative to restrict movement of sediment from the site.
- E. The Contractor shall establish vegetative cover on all unpaved areas disturbed by the work.

PART 2 – PRODUCTS

2.01 GENERAL

- A. Open-mesh biodegradable mulching cloth.
- B. Fertilizer shall be slow release 10-10-10 grade or equivalent.
- C. Lime shall be Dolomitic Agricultural Ground limestone, in accordance with FDOT Section 982.
- D. Grass shall be in accordance with Section 02936, Grassing, Seeding and Sodding.
- E. Silt fence shall consist of non-biodegradable filter fabric (Trevira, Mirafi, etc.), in accordance with FDOT Section 985, wired to galvanized wire mesh fencing and supported by wood or metal posts.
- F. Floating or staked turbidity barriers as specified in FDOT Spec. Section 985 and FDOT Standard Index 103.
- G. Erosion Stone: FDOT Section 530
 - 1. Sand-Cement Riprap

2. Concrete Block
 3. Rubble 20 to 300 pounds each
- H. Filter Fabric for placing under Riprap shall meet the requirements of FDOT Section 985.
- I. Synthetic bales in accordance with FDOT Section 104.

PART 3 - EXECUTION

3.01 CLEARING

- A. The Contractor shall schedule and perform clearing and grubbing so that subsequent erosion-control practices can follow immediately. Excavation, borrow, and embankment operations will be conducted as a continuous operation. All construction areas not otherwise protected shall be stabilized within 14 days and planted with permanent vegetative cover within 30 working days after completing active construction.

3.02 STABILIZING

- A. The angle for graded slopes and fills shall be no greater than the angle that can be retained by vegetative cover or other adequate erosion-control devices or structures. All disturbed areas outside of embankment left exposed will, within 14 days of completion of any phase of grading, be planted or otherwise provided with either temporary or permanent ground cover, devices, or structures sufficient to restrain erosion.

3.03 REQUIREMENTS

- A. Install and maintain silt fences, dams, traps, barriers, and appurtenances as shown on the drawings. Replace deteriorated hay bales, silt fence, and dislodged filter stone. Repair portions of any devices damaged at no additional expense to the Owner.
- B. Install all sediment control devices in a timely manner to ensure the control of sediment. At sites where exposure to sensitive areas is likely, complete installation of additional sediment control devices before starting earthwork.
- C. Use approved temporary erosion control features to correct conditions that develop during Construction that were not foreseen when the initial Erosion and Sedimentation Control Plan was first developed.
- D. Whenever land-disturbing activity is undertaken on a tract, a ground cover sufficient to restrain erosion must be planted or otherwise provided within

30 calendar days on that portion of the tract upon which further active construction is to be undertaken.

- E. If any earthwork is to be suspended for any reason for longer than 14 calendar days, the areas involved shall be seeded with vegetative cover or otherwise protected against excessive erosion during the suspension period. Suspension of work in any area of operation does not relieve the Contractor of the responsibility to control erosion in that area.
- F. Should any of the temporary erosion and sediment control measures employed by the Contractor fail to produce results that comply with the requirements of the Regulatory agency having jurisdiction or the Owner, the Contractor shall immediately take whatever steps necessary to correct the deficiency at its own expense to protect the Work and any adjacent property to the site, as well as to prevent contamination of any stormwater conveyance, river, stream, lake, tidal waters, reservoir, canal, IMS4, or other water impoundments.
- G. The side slope areas with unstabilized or unprotected soil cover shall be minimized at all times to limit erosion and sedimentation.
- H. Incorporate permanent erosion control features into the Project at the earliest practical time.

3.04 VEGETATIVE COVER

- A. Preparation of Seedbed. Areas to be seeded shall be scarified a depth of 4 inches until a firm, well-pulverized, uniform seedbed is prepared. Fertilizer shall be applied during the scarification process in accordance with the following rates:

Fertilizer—per manufacturer's recommended rate.
- B. Seeding. Disturbed areas along embankments shall be permanently seeded with mix specified in Section 02936, Grassing, Seeding, and Sodding.
- C. The Contractor shall mulch all areas immediately after seeding. Mulch shall be applied and anchored as specified in Section 02936, Grassing, Seeding, and Sodding.

3.05 MAINTENANCE

- A. The Contractor shall maintain all temporary and permanent erosion-control measures in functioning order. Temporary structures shall be maintained until such time as vegetation is firmly established and grassed areas shall be maintained until completion of the project. Areas which fail to show a suitable stand of grass or which are damaged by erosion shall be immediately repaired. No additional payment will be made to the Contractor for re-establishing erosion-control

devices, which may become damaged, destroyed, or otherwise rendered unsuitable for their intended function during the construction of the project.

- B. The Contractor shall remove all silt, sediment, and debris buildup regularly to maintain functioning storm systems and erosion-control devices.

3.06 REMOVAL OF SEDIMENT CONTROL DEVICES

- A. Near completion of the project and/or in accordance with the Erosion and Sedimentation Control Plan (Stormwater Pollution Prevention Plan) and the Notice of Intent for Construction Activities filed with regulatory agencies, as acceptable to the Owner, the Contractor shall dismantle and remove the temporary devices used for sediment control during construction. All erosion-control devices in seeded areas shall be left in place until the grass is established. The Contractor shall seed areas around devices and mulch after removing or filling temporary control devices.
- B. The Contractor shall clean up all areas at the completion of the project.

END OF SECTION

SECTION 02750

REMOVING AND REPLACING PAVEMENT

PART 1 - GENERAL

1.1 Scope

- A. The work to be performed under this Section shall consist of removing and replacing existing pavement, sidewalks and curbs in paved areas where such have been removed for construction of sewer and utility appurtenances and structures.
- B. All paved street or other paved areas cut by these operations shall be repaired and repaved in a workmanlike manner as shown or specified. All work shall be in accordance with Florida State Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition, unless noted otherwise herein or on the Plans.
- C. Owner shall obtain and the Contractor shall perform and comply with the requirements or Rights-of-Way all work-related activities in accordance with the requirements of the Authority's FDOT and /or Clay County Use Permits for this project where applicable.

1.2 References

A. ASTM International

- 1. ASTM A 185 – Welded Steel Wire Fabric for Concrete Reinforcement.
- 2. ASTM A 615 – Deformed and Plain Billet Steel Bars for Concrete Reinforcement,
- 3. Grade 60.
- 4. ASTM C 33 – Concrete Aggregate.
- 5. ASTM C 94 – Ready-Mixed Concrete.
- 6. ASTM C 143 – Slump of Hydraulic Cement Concrete.
- 7. ASTM C 150 – Portland Cement.
- 8. ASTM C 171 – Sheet Materials for Curing Concrete.
- 9. ASTM C 171 – Sampling Freshly Mixed Concrete.
- 10. ASTM C 173 – Air Content of Freshly Mixed Concrete by the Volumetric Method.
- 11. ASTM C 309 – Liquid Membrane-Forming Compounds for Curing Concrete.
- 12. ASTM D 422 – Particle-Size Analysis of Soils.
- 13. ASTM D 1752 – Preformed Sponge Rubber and Cork Expansion Joint Filler for Concrete Paving and Structural Construction.

B. State of Florida, Department of Transportation (FDOT): standard Specifications for

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Road and Bridge Construction, Latest Edition.

1. The provision therein for method of measurement and payment do not apply.
2. References to “Engineer” and “State” shall be interpreted to mean “Authority’s designated representative.”

- C. Specified references, or cited portions thereof, current at date of bidding documents unless otherwise specified, govern the work.

1.3 Quality Assurance

- A. Except as modified herein or as indicated, work and materials shall be performed and furnished in accordance with the FDOT Standard Specifications for Road and Bridge Construction, Latest Edition.
- B. Obtain all materials from respective same source throughout construction operations.
- C. Coordinate density testing of subbase, base course & compression strength testing of concrete with testing laboratory employed and paid for at the contractor’s expense.

1.4 Submittals

Provide certificates stating that materials supplied comply with Specifications. Certificates shall be signed by the material producer and the Contractor.

1.5 Conditions

A. Weather Limitations

1. Do not conduct paving operations when surface is wet or contains excess of moisture which would prevent uniform distribution and required penetration.
2. Construct prime and tack coats, and asphaltic courses only when atmospheric temperature in the shade is above 50 degrees F, when the underlying base is dry and when weather is not rainy.
3. Place base course when air temperature is above 35 degrees F and rising.

- B. Grade Control: Establish and maintain the required lines and grades for each course during construction operations

PART 2 - PRODUCT

2.1 Materials and Construction

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- A. All material shall conform to the applicable sections of the Florida Department of Transportation (FDOT) Standard Specification for Road and Bridge Construction (latest edition).
- B. Special Surfaces: Where driveways or roadways are disturbed or damaged which are constructed of specialty type surfaces, e.g., brick or stone, these driveways and roadways shall be restored utilizing similar, if not original, materials. Where the nature of these surfaces dictates, a specialty Contractor shall be used to restore the surfaces to their previous or better condition. Special surfaces shall be removed and replaced to the limits to which they were disturbed.

PART 3 - EXECUTION

3.1 Removing Pavement

- A. Remove existing pavement as necessary for installing the pipe line, lateral, and/or cleanout and appurtenances.
- B. In areas where pavement will be removed or overlaid, the Contractor shall locate existing valves, and manholes, and shall document the location. The documentation shall include two measurements from the valve or manhole to permanent object such as a tree, fire hydrant, house corner or similar. It is the intent to provide a means to locate the valves and manholes so that they can be located and brought to grade following paving.
- C. Prior to excavation in paved streets or other paved areas, the pavement shall be cut along straight and perpendicular lines. Just prior to repaving, jagged edges shall be squared and cut to a string line so that the patch will present a neat appearance.
- D. Centerline stripes or other pavement markings which existed prior to the start of construction shall be replaced. No separate payment will be made for stripping or marking unless shown.
- E. The paved surface of the replacement shall be finished flush with the existing pavement and shall conform to the existing street contour.
- F. Damage to Adjacent Pavement: Do not disturb or damage the adjacent pavement. If the adjacent pavement is disturbed or damaged, remove and replace the damaged pavement.
- G. Damage to Traffic Signal Loops: Any pavement removal which will include removal of traffic signal loops embedded in the pavement shall be coordinated with the Traffic Engineering Department having jurisdiction over the traffic signal five days prior to pavement removal.
- H. Sidewalk: Remove and replace any sidewalks disturbed by construction for their full width and to the nearest undisturbed joint.
- I. Curbs: Tunnel under or remove and replace any curb disturbed by construction to the nearest

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undisturbed joint.

- J. Pavers: Remove pavers so that they remain intact. Store safely to avoid damage.

3.1 Replacing Pavement

- A. Pavement shall be replaced as soon as practical after all testing is completed and underground construction is approved. In no case shall an area remain unpaved for more than 14 days after the original surface was removed. Should completion of testing and approval preclude final paving within 30 days, temporary asphaltic concrete patching shall be installed and maintained until pavement can be replaced in accordance with the standard detail drawing.
- B. During backfilling and compaction of the backfill, arrange to have the subgrade material verified and tested. The subgrade shall meet the requirements for Type B stabilization.
- C. Temporary trench backfill along streets and driveways shall include 8-inches of lime rock base, crushed stone, crushed concrete as a temporary surfacing of the trenches, or asphalt as directed by the County of FDOT. This temporary surface shall be maintained carefully at grade and dust-free by the Contractor until the pavement is replaced. All temporary surfacing not meeting the requirements for the pavement (including base) shall be removed.
- D. Replace driveways, sidewalks and curbs with the same material as existing, to nearest existing undisturbed construction joint and to the same dimensions as those existing.
- E. Where the paved surface is to be replaced, the temporary surface and backfill material shall be removed to the depth and width as required to replace the pavement in accordance with the Authority having jurisdiction. All edges of the existing pavement shall be cut to a straight, vertical edge. Care shall be used to get a smooth joint between the old and new pavement and to produce an even surface on the completed street. Concrete base slabs and crushed stone bases, if required, shall be placed and allowed to cure for three days before bituminous concrete surface courses are applied. Expansion joints, where applicable, shall be replaced in a manner equal to the original joint.
- F. Pavement Resurfacing (asphalt overlay)
 - 1. Certain areas to be resurfaced may be specified or noted on the Drawings.
 - 2. Where pavement to be resurfaced has been damaged with potholes, the Contractor shall remove all existing loose pavement material and backfill with compacted Bituminous Plant Mix Base, as specified, to the level of the existing pavement. After all pipe line installations are complete and existing pavement has been removed and replaced along the trench route, apply tack coat and surface course as specified.
- G. Resurfacing limits shall be perpendicular to the road centerline. The limits of resurfacing shall be

10 feet beyond the edge of the pavement replacement on the main road being resurfaced, and to the point of tangency of the pavement on the side streets.

- H. Pavement Striping: Pavement striping removed or paved over shall be replaced with the same type, dimension and material as original unless directed otherwise by the County or FDOT.
- I. Traffic Signal Loops: The replacement or repair of all traffic signal loops removed or damaged during the removal and replacement of pavement shall be coordinated by the Contractor with the Traffic Engineering Department having jurisdiction over each traffic signal. The Contractor shall be responsible for payment of all fees associated with replacement or repair of traffic signal loops.

3.2 Sidewalk and Curb Replacement

A. Construction

1. All concrete sidewalks and curbs shall be replaced in accordance with the FDOT standard specifications for Road and Bridge Construction, unless modified herein.
 2. Forms for sidewalks shall be of wood or metal, shall be straight and free from warp, and shall be of sufficient strength, when in place, to hold the concrete true to line and grade without springing or distorting.
 3. Forms for curbs shall be metal and of an approved section. They shall be straight and free from distortions, showing no vertical variation greater than 1/8-inch in 10 feet and no lateral variation greater than 1/4-inch in 10 feet from the true plain surface on the vertical face of the form. Forms shall be of the full depth of the structure and constructed such to permit the inside forms to be securely fastened to the outside forms.
 4. Securely hold forms in place true to the lines and grades to match existing.
 5. Wood forms may be used on sharp turns and for special sections, as approved by the County or FDOT. Where wooden forms are used, they shall be free from warp and shall be the nominal depth of the structure.
 6. All mortar and dirt shall be removed from forms and all forms shall be thoroughly wetted before any concrete is deposited.
- B. When a section is removed, the existing sidewalk or curb shall be cut to a neat line, perpendicular to both the centerline and the surface of the concrete slab. Existing concrete shall be cut along the nearest existing construction joints; if such joints do not exist, the cut shall be made at minimum distances to match existing.
- C. Existing concrete sidewalks and curbs that have been cut and removed for construction purposes

shall be replaced with the same width and surface as the portion removed. Sidewalks shall have a minimum uniform thickness of 4-inches. The new work shall be neatly jointed to the existing concrete so that the surface of the new work shall form an even, unbroken plane with the existing surfaces.

- D. The subgrade shall be at a depth equal to the thickness of the concrete, plus two inches. Subgrade shall be of such width as to permit the proper installation and bracing of the forms. Subgrades shall be compacted by hand tamping or rolling. Soft, yielding or unstable material shall be removed and backfilled with satisfactory material.

E. Joint for Curbs

1. Joints shall be constructed to match existing or as specified. Construct joints true to line with their faces perpendicular to the surface of the structure and within 1/4-inch of their designated position.
 2. Thoroughly spade and compact the concrete at the faces of all joints filling all voids.
 3. Install expansion joint materials at the point of curve at all street returns.
 4. Install expansion joint material behind the curb at abutment to sidewalks and adjacent structures.
 5. Place contraction joints every 10 feet along the length of the curbs and gutters. Form contraction joints using steel templates or division plates which conform to the cross section of the structure. Leave the templates in place until the concrete has set sufficiently to hold its shape but remove them while the forms are still in place. Contraction joint templates or plates shall not extend below the top of the steel reinforcement or they shall be notched to permit the reinforcement to be continuous through the joint. Contraction joints shall be a minimum of 1-1/2-inches deep.
- F. Expansion joints shall be required to replace any removed expansion joints. Expansion joints shall be true and even, shall present a satisfactory appearance, and shall extend to within 1/2-inch of the top of finished concrete surface.

G. Finishing

1. Strike off the surface with a template and finish the surface with a wood float using heavy pressure, after which, contraction joints shall be made and the surface finished with a wood float or steel trowel.
2. Finish the face of the curbs at the top and bottom with an approved finishing tool of the radius to match existing.
3. Finish edges with an approved finishing tool having a 1/4-inch radius.
4. Provide a final broom finish by lightly combing with a stiff broom after troweling is

- complete.
5. The finished surface shall not vary more than 1/8-inch in 10 feet from the established grade.

H. Driveway and Sidewalk Ramp Openings

1. Provide driveway openings of the widths and at the locations to match existing and as directed by the Authority.
 2. Provide sidewalk ramp openings to match existing, in conformance with the applicable regulations and as directed by the Authority.
- I. Concrete shall be suitably protected from freezing and excessive heat. It shall be kept covered with burlap or other suitable material and kept wet until cured. Provide necessary barricades to protect the work. All damage caused by people, vehicles, animals, rain, the Contractor's operations and the like shall be repaired by the Contractor, at no additional expense to the Authority.
- J. Paver Installation – Reinstall pavers to their original position.

K. Maintenance

The Contractor shall maintain the surfaces of roadways built and pavements replaced until the acceptance of the Project. Maintenance shall include replacement, scraping, reshaping, wetting and rerolling as necessary to prevent raveling of the road material, the preservation of reasonably smooth surfaces and the repair of damaged or unsatisfactory surfaces, to the satisfaction of the Authority. Maintenance shall include sprinkling as may be necessary to abate dust from the gravel surfaces.

L. Supervision and Approval

1. Pavement restoration shall meet the requirements of the agency responsible for the pavement. Obtain agency approval of pavement restorations before requesting final payment.
2. Obtain the County's or FDOT's approval for restoration of pavement.
3. Failure of Pavement: Should any pavement restoration or repairs fail or settle during the life of the Contract, including the bonded and warranty periods, promptly restore or repair defects.

4. If replacement of the asphalt surface is required to repair defect, the entire lane shall be replaced for a distance that extends 10 feet beyond the limits of the defected area.

M. Cleaning

The Contractor shall remove all surplus excavation materials and debris from the street surfaces and rights-of-way and shall restore street, roadway or sidewalk surfacing to its original condition. Surplus material and debris shall be disposed of by the Contractor at an off-site location in accordance with the local, State and Federal Agency requirements.

END OF SECTION

SECTION 02766

RELINING UNDERGROUND PIPELINES

PART I – GENERAL

A. DESCRIPTION

This section provides for the reconstruction of pipelines and conduits by the installation of a resin-impregnated flexible tube, which is tightly formed to the original conduit. The resin is cured using either hot water under hydrostatic pressure or steam pressure within the tube. The Cured-In-Place Pipe (CIPP) will be continuous and tight fitting. This specification describes CIPP relining for 8-inch to 24-inch diameter piping. CIPP rehabilitation of service laterals lining is described in Section 02767 Sanitary Sewer Service Lateral Rehabilitation.

B. SCOPE OF WORK:

The contractor shall provide all labor, supervision, materials, equipment and incidentals required for the rehabilitation of various sized sanitary sewer gravity mains with resin impregnated cured-in-place pipe (CIPP) in accordance with all applicable Owner and industry standards. Work assigned under this contract may include, but is not limited to, the following activities:

- Sanitary sewer cleaning
- Sanitary sewer pre- and post- work inspections
- Easement access
- Maintenance of Traffic (MOT)
- Isolation and by-pass pumping
- Cured-In-Place Pipe reconstruction
- Chemical and physical product testing
- Hydraulic capacity testing
- Reinstatement of services and pressure grouting
- Site restoration.

C. EQUIPMENT/VEHICLES

All contractor/subcontractor equipment shall be sufficient in size and number for work to be done in a timely manner under this contract. All contractor/subcontractor equipment shall be maintained in good operating condition. The Owner reserves the right to reject any equipment it deems unsafe or insufficient in size and/or number to perform work under this contract. It shall be the sole responsibility of the contractor/subcontractor to replace rejected equipment in a timely manner and at no cost to the Owner.

D. REFERENCED DOCUMENTS

This specification references the following standards from the American Society for Testing and Materials which are made a part hereof by such reference and shall be the latest edition and revision thereof. In case of conflicting requirements between this specification and these referenced documents, this specification will govern:

- ASTM F1216 Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube
- ASTM F1743 Rehabilitation of Existing Pipelines by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP)
- ASTM D5813 Cured-in-Place Thermosetting Resin Sewer Pipe
- ASTM D790 Test Methods for Flexural Properties of Un-reinforced and Reinforced Plastics and Electrical Insulating Materials
- ASTM D2990 Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics.

D. REQUIREMENTS:

1. The Contractor shall be certified in confined space entry and traffic control per OSHA requirements.
2. Cleaning of Sewer Lines: The contractor shall remove and properly dispose of all internal debris from the inside of sewer lines that will interfere with the installation of CIPP.
3. Bypassing Sewage: The contractor shall provide for the flow of sewage around the sections of pipe designated for reconstruction. The bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole by way of restrained watertight pipe. The pump(s) and bypass lines shall be of adequate capacity and size to handle the average daily flow. Backup bypass pump(s) of adequate size and capabilities shall be on site at all times of by-pass pumping.
4. TV and Inspection of Pipelines: Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles and service connections by close circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper installation of CIPP into the pipelines and it shall be noted that these conditions can be corrected. A video and suitable log shall be kept for later reference by the Owner. All video inspection shall be witnessed by an Owner representative as it is being performed.
5. Manhole/Liner Interface: It shall be the responsibility of the contractor to make a watertight seal at the interface where the liner/host pipe meets the manhole.
6. Service Reconnection: Service reconnection refers to the reinstatement of the customer service connection of the sewer main after the installation of Trenchless Pipe Reconnection System. This is accomplished from within the sewer main via a remote-controlled cutting device. The service reconnection will not be considered by

- the Owner to be complete until it is polished.
7. Service with Pressure Grouting: Service wye to be pressure grouted after mainline has been rehabilitated and service line re-instated. A non-shrinking chemical grout is to be used (Avanti 118/101 or Cues Quickseal 105 are acceptable). The contractor shall provide trenchless reconstruction of service lateral and main line sewers. The contractor shall have the capability of performing services which include televised inspection, data collection, system flow analysis and pipeline reconstruction.
 8. The contractor shall provide services that include safety measures for both the public and workers shall coordinate all scheduling with the Owner.
 9. The contractor shall be completely responsible for the control of the environment of the work site during on-site operations. All precautions shall be taken by the selected contractor to protect the workers, public and Owner staff from the exposure to harmful or hazardous substances within the sewer system.
 10. The contractor shall be responsible for all traffic control during operation and bypass pumping. Because the Owner's sewer are located in rights of way owned and maintained by various agencies, the maintenance of traffic shall be as required by these various agencies, including but not limited to, the Florida Department of Transportation, Clay County and the Town of Orange Park. The Contractor shall be responsible for ensuring the MOT plan meets with these agencies approval.
 11. The contractor shall be responsible for the disposal of all waste materials and shall transport waste materials to CCUA's Miller Street Wastewater Treatment Plant located at 1601 Bartlett Avenue, Orange Park, FL 32073 for processing. Owner shall approve all waste materials disposal schedules. The selected contractor shall be responsible for all waste material spills and clean-up in the loading, hauling and unloading of the contractor's equipment.
 12. The contractor shall be responsible for all costs associated with cure water disposal.
 13. The contractor shall be responsible for properly installing an approved backflow prevention device inline to the freshwater fill line of all jetting and/or vacuum equipment.
 14. The contractor shall be responsible for conforming to any and all requirements regarding hauling and disposal of wastes from each work site in accordance with OSHA regulations and those that may be mandated by federal, state or local governments.
 15. The contractor shall ensure that all waste material transporters possess all required federal, state and local regulations, including but without limitation, 40 CFR Part 263, "Standards Applicable to Transporters of Hazardous Waste" and Chapter 17-730, Part 3, Florida Administrative Code, and may be amended from time to time.
 16. The contractor shall inform the Owner of its planned work schedules and shall afford the Owner reasonable opportunity to observe and inspect the contractor's work in process. The Owner will be advised of all schedule changes and notified when a work site is left for a 24-hour period when work is not complete.
 17. The contractor shall be responsible for obtaining potable water from the Owner for use on the project. A construction meter must be obtained from the Owner prior to the start of work. The Owner will not charge for the meter use of the water. If the meter is

not promptly returned upon completion of a project, the Owner will retain money from the project to cover the cost of meter replacement.

E. LICENSES/PERMITS:

It shall be the responsibility of the Contractor to obtain all necessary municipal and other governmental licenses/permits and approvals or consent from utilities or carriers such as the telephone company, power company, and/or other persons/organizations upon whose property or authority performance of work under the contract might impinge.

PART II – PRODUCTS

A. MATERIALS

1. Tube – the sewn Tube shall consist of one or more layers of absorbent non-woven felt fabric and meet the requirements of ASTM F1216, Section 5.1 or ASTM F1763, Section 5.2.1 or ASTM D 5813, Section 5 and 6. The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular pipe sections.
 - a) The wet out Tube shall have a relatively uniform thickness that when compressed at installation pressures will equal or exceed the calculated minimum design CIPP wall thickness.
 - b) The Tube shall be manufactured to a size that when installed will tightly fit the internal circumference and length of the original pipe. Allowance should be made for circumferential stretching during installation.
 - c) The outside layer of the Tube shall be coated with an impermeable, flexible membrane that will contain the resin and allow the resin impregnation (wet out) procedure to be monitored.
 - d) The Tube shall contain no intermediate or encapsulated elastomeric layers. No material shall be included in the Tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident.
 - e) The wall color of the interior pipe surface of CIPP after installation shall be a relatively light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.
 - f) Seams in the Tube shall be stronger than the non-seamed felt material.
2. Resin – The resin system shall be a corrosion resistant polyester or vinyl ester system

including all required catalysts, initiators that when within the tube create a composite that satisfies the requirements of ASTM F1216, ASTM D5813 and ASTM F1743, the physical properties herein, and those which are to be utilized in the submitted and approved design of the CIPP for this project. The resin shall produce a CIPP that will comply with the structural and chemical resistance requirements of this specification.

B. STRUCTURAL REQUIREMENTS

1. The CIPP shall be designed as per ASTM F1216, Appendix X.1. The CIPP design shall assume no bonding to the original pipe wall.
2. The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If the layers separate during field sample testing, new samples will be required to be obtained from the installed pipe. Any recurrence may cause rejection of the work.
3. The cured pipe material (CIPP) shall conform to the structural properties as listed below.

MINIMUM CIPP PHYSICAL PROPERTIES			
Property	Test Method	Cured Polyester Composite	
		Min. per ASTM F1216	Enhanced Resin
Modulus of Elasticity	ASTM D790	250,000 psi	400,000 psi
Flexural Stress	ASTM D790	4,500 psi	4,500 psi

C. PRODUCT PERFORMANCE

Standard lining products are intended to have a 50-year design life and in order to minimize Owner's risk, only proven products with substantial successful long-term track records will be approved. Proposed products must meet or exceed ALL of the following criteria to be deemed commercially acceptable.

For a *product* to be considered commercially proven, a minimum of 2,000,000 linear feet of successful sanitary sewer system installations in the United States within 5 years must be documented to the satisfaction of the Owner to assure commercial viability. In addition, at least 500,000 linear feet of 8" through 24" of the product shall have been in successful service within the State of Florida for a minimum of five (5) years.

D. INSTALLER QUALIFICATIONS

For an *installer* to be considered commercially proven, the installer must satisfy all insurance, financial and bonding requirements of the Owner, and must have had at least five (5) years active experience under the firm's current corporate name in the commercial installation of the proposed product. In addition, the installer must have

successfully installed at least 1,000,000 linear feet within 24 months of the proposed product in sanitary sewer systems.

E. CLEANING CONTRACTOR QUALIFICATIONS

Cleaning operations shall be conducted by experienced personnel who have previously been engaged in cleaning operations of similar size and complexity to the work described herein. A contractor conducting cleaning operations on existing sewer lines shall have five (5) years experience in cleaning existing sewer lines using the equipment specified herein and shall have successfully completed projects containing a total of at least 200,000 linear feet within the past two (2) years.

PART III – EXECUTION

A. SANITARY SEWER CLEANING

- a. Scope: Work performed under this section includes removal and disposal of all dirt, roots, grease, solids, or semi-solids from sanitary sewer mains and manholes as indicated on the drawings and as specified herein to the extent that video inspection, flow isolation, and manhole inspection can be performed.
- b. Submittals:
 1. The contractor shall submit a Cleaning Log Sheet for the purposes of recording pertinent information relative to the sanitary sewer structures being cleaned.
 2. Material Safety Data Sheets (MSDS) submittals shall be made for all chemical cleaning agent proposed for use under this contract.
- c. Equipment: The equipment selected for cleaning shall be capable of removing all accumulated dirt, sand, grease, rocks and other deleterious materials and obstruction from the sewer lines. All equipment used for cleaning operations shall be designed and intended to do the type of work which is specified. When at all possible, the equipment shall be a self-contained unit to handle all operations. The equipment used shall be the product of a manufacturer actively engaged in the research, development and manufacturing of said equipment. Any violations of these specifications may be grounds of removal of the equipment and replacement with equipment meeting these specifications, at no additional cost to the Owner.
 1. High Velocity Cleaning Equipment: All high velocity hydraulic sewer cleaning equipment shall be truck mounted. The equipment shall have a minimum of 500 feet of $\frac{3}{4}$ inch I.D. high pressure hose with a selection of two or more high velocity nozzles. The nozzles shall have a capacity of 50 GPM at a minimum

working pressure of 1000 psi. The nozzles shall be capable of producing a scouring action from 15° to 45° in the direction of cleaning and perpendicular to the sewer axis in all size lines designated to be cleaned. Equipment shall also include a high velocity gun for washing and scouring manhole walls and floor. The gun capacity shall equal 3.5 to 27 GPM at between 200 and 800 psi. The gun shall be capable of producing flows from a fine spray to a long distance solid stream. The equipment shall carry its own 1200 gallon (minimum) water tank capable of holding corrosive or caustic cleaning, sanitizing or degreasing chemicals if required by the Owner, auxiliary engines and pumps, and hydraulically driving hose reel. All controls shall be located so that the equipment can be operated aboveground.

2. Hydraulically Propelled Cleaning Equipment: Hydraulically propelled cleaning equipment used shall be a movable dam type and be constructed in such a way that a portion of the dam may be collapsed instantly will not be considered as acceptable cleaning equipment. The movable dam shall be of equal diameter as the pipe being cleaned and shall provide a flexible scraper around the outer periphery to insure total removal of the grease or obstruction.
3. Mechanical Cleaning Equipment: Bucket machines shall be in pairs with each machine powered by a minimum of a 16 horsepower engine to insure sufficient pulling power. Each machine shall be equipped with a two speed transmission and shall be able to pull at rates of 175 feet per minute in high speed. The belt clutch gear reduction shall be a combination of approximately 83 to 1 reduction in low speed and 55 to 1 in high speed. The power rodding machine shall be of a “continuous rod” type capable of holding a minimum of 750 feet of rod. The machine and rod shall be specially treated steel, designed for the purpose intended. The machine shall have a positive rod drive and produce a 2,000 pound rod pull. To insure safe operation, the machine shall have a fully enclosed body and an automatic safety throw-out clutch or relief valve. The final pass shall be with a brush large enough to assure that the line has been cleaned sufficiently. This brush shall be mechanically driven, with the power mechanism properly sized. All electrical drops required by the contractor shall be arranged by the contractor. Lumberjack cutters, chain cutters/knockers, and porcupine cleaners shall be allowed when operated in accordance with manufacturer recommendations.
4. Capture and Removal of Debris: The contractor shall furnish equipment standard in the industry for the purpose of preventing debris from being washed past the manhole downstream of the line segment being cleaned, and for removing the debris from the manhole.
5. Water Requirements: The Owner shall provide access to water via fire hydrants for cleaning, inversion and other work items requiring water. It shall be the

Contractor's responsibility to obtain the proper meter from the owner. All water used for any function of the work shall be metered. The Owner will not charge for the use of potable water but will retain money from the project to repair damaged meters or replace the meter if it is not promptly returned upon completion of the work. Only potable water shall be used for this work.

d. Execution:

1. General: It is the intent of these specifications to provide a basis by which a sanitary sewer line can be cleaned of all debris so that further work can be carried out. The designated sanitary sewer lines shall be cleaned using high velocity, hydraulically propelled or mechanically powered sewer cleaning equipment as specified. Selection of the equipment used shall be based on the conditions of the lines at the time the work commences. The equipment and methods selected shall be satisfactory to the Owner. Cleaning of sewer lines shall be accomplished by trapping and collecting all sand, debris, grease and other materials, at the next manhole downstream of the line being cleaned and removal and proper disposal of said materials. The cleaning operations may also provide a means by which the sewer line can be threaded, i.e., a cable inserted in the line so that the television camera may be pulled through. Once a section of pipe has been televised and accepted as complete, no cleaning may occur to sections upstream.
2. Site Visit: The contractor shall be responsible for conducting a physical reconnaissance of the area to be cleaned in order to verify the location of known and /or accepted manholes.

The contractor shall utilize magnetic locator to attempt to identify the location of buried manhole cover and notify the Owner representative so that Owner personnel can excavate it and bring it up to grade prior to cleaning. Under no circumstances shall the contractor excavate buried manholes without prior contractual authorization from the Owner.

e. Hydraulic Cleaning Methodology:

1. High Velocity Cleaning Methodology: High velocity hydro-cleaning shall consist of cleaning and flushing of the sewer line by means of water pumped into the line at a high velocity. This shall be accomplished using approved equipment to deliver water to a self-propelled nozzle to do the necessary cleaning and flushing. As many passes as necessary shall be made to sufficiently clean the sewer line. Satisfactory precautions shall be taken to protect the sewer line from damage that might be inflicted by the improper use of cleaning equipment.
2. Hydraulically Propelled Methodology: Whenever hydraulically propelled cleaning tools, which depend on water pressure to provide their cleaning force, or any tools

which retard the flow of water in the sewer line are used, precautions shall be taken to insure that the water does not cause damage of flooding to the public or private property being served by the manhole section involved.

3. Capture and Removal of Debris: When hydraulic cleaning equipment is used, a suitable weir or dam shall be construed in the downstream manhole in such a manner that both the solids and water shall be trapped. This trapped solution shall then be pumped, using a method approved by the Owner, from the manhole into a retention chamber above ground. The retention chamber shall contain not less than two baffles to insure complete settlement of the solids before returning the liquid to the sewer line.

f. Mechanical Cleaning Methodology:

1. Rodding: Cleaning shall be with a power-driven continuous steel rod of sufficient length and gauge with the proper cleaning heads or augers, so as to loosen all solids or other materials. It shall also provide a means to thread a cable for the power winch. Lumberjack cutters, chain cutters/knockers, and porcupine cleaners may be used, when appropriate, for pipe cleaning.
2. Bucket Machine: Removal of all solids, materials and other debris shall be by means of a clam-shell type bucket and/or other appliances dragged through the sewer line with power winches of suitable size and horsepower.
3. Supplemental Cleaning: After all material has been removed by mechanical cleaning, a minimum of one pass using hydraulic cleaning methods shall be performed to insure complete removal of material from the walls of the pipe. Any damage to pipes will be repaired.
4. Capture and Removal of Debris: When mechanical cleaning equipment is used, debris captured in the downstream manhole shall be removed in a manner approved by the Owner, or as described above.

- g. Special Cleaning Requirements for Cast Iron Pipe: After cleaning pipe of normal sewage deposits such as sand and grease by methods above, the pipe shall be cleansed of tuberculation, including rust buildup and mineral deposits. Acceptable methods include lumberjack cutters, chain cutters/knockers, and porcupine cleaners. For pipe diameters greater than 24-inch, the contractor may choose any equipment necessary to remove the tuberculation, such as a "pig" or rodder; however, no equipment shall be used which may damage the pipe, manholes, street or downstream pump station. Where practical, the line shall be proofed by pulling a slip lining pulling head for the size of the pipe involved through the pipe to insure that no restrictions remain. The Contractor may choose a similar proofing device acceptable to CCUA.

- h. Sanitary Sewer Manhole Modifications: Any modifications to manholes to facilitate cleaning shall be the contractor's responsibility and shall be subject to acceptance of the Owner. Contractor shall salvage and reuse all manhole covers and rings that are removed

during sewer line and manhole rehabilitation.

i. Material Removal and Cleanup:

1. Material Removal: All sludge, dirt, sand, rocks, grease and other solid or semi-solid material resulting from the cleaning operation shall be removed at the downstream manhole of the section being cleaned. Passing material from manhole section to manhole section will not be permitted. Under no circumstances will the contractor be allowed to accumulate debris, sand, etc., on the site of work beyond the time limit acceptable to the Owner, except in totally enclosed container, and only with the written acceptance of the Owner. All solids or semi-solids resulting from the cleaning operations shall be removed from the site and disposed of at a location approved by the Owner.
2. Root Removal: All roots shall be removed. Special attention shall be given during the cleaning operation to assure complete removal of roots from joints in lines and manholes. Procedures may include hydro-cleaning and the use of mechanical equipment such as rodding machines, bucket machines and winches using root cutters, lumberjacks, chain cutters/knockers and porcupines.
3. Degree of Cleaning: All dirt, debris, roots and other solid and liquid materials shall be removed from the sewer system to the extent that closed circuit television inspection can be performed. Light cleaning only, shall be conducted on all new sanitary sewer pipe. An Owner representative shall define the extent of the cleaning to be performed on existing pipes included within a given work order. The level of cleaning shall be defined as follows:
 - 3.1 Light Cleaning: The removal of ¼ diameter or less of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation.
4. Manhole Clean-up: Clean up operations shall consist of cleaning all debris out of the man hole and off the ground around the manhole. This material shall be collected at the downstream manhole and disposed of in a sanitary mater in a location acceptable to the Owner.
5. Debris Disposal: All debris removed from the sewer shall be disposed of properly by and at the expense of the contractor. Transportation of debris or other material by the contractor shall be done in vehicles or equipment which contain the debris or other material in such a manner to minimize objectionable odor and avoid the possibility of dripping, spilling, scattering, leaking or blowing. Should mishaps occur for any reason, the contractor shall be responsible for cleaning up any debris or other material to the satisfaction of the Owner or other authorities having jurisdiction. All vehicles transporting debris or other material shall not exceed the maximum allowable load limits of any road being used.

- j. Restoration: The contractor shall be responsible for damage to public and private property which occurs as a direct result of the cleaning operations. The cost of restoring any damaged area to conditions prior to cleaning shall be borne by the contractor.
- k. Additional Cleaning: Should subsequent video inspection of cleaned sewers reveal that additional cleaning is required, the contractor shall re-clean the line at no additional expense to the Owner. Any additional video inspection or re-set up of video equipment required due to re-cleaning shall be at no additional expense to the Owner.

E. PRE- AND POST-WORK INSPECTIONS:

Prior to commencement of any proposed CIPP work and prior to acceptance of any completed CIPP work the sanitary sewers shall be videoed under the direct supervision of an Owner representative. An Owner representative must be on site during the entire inspection procedure period. If video inspection is performed without an Owner representative present, the video will not be accepted by the Owner and must be re-done in the presence of an Owner representative. One (1) copy of the DVD video and associated video logs shall be submitted to the Owner prior to scheduling the pre-final. If defects or problems are observed on the video, contractor shall meet with Owner staff to determine the acceptable method of repair. All work involved with repair shall be at no cost to the Owner.

Television inspection is mandatory and required to be provided by the contractor on all sewer mains that CIPP work has been done through this contract. Only pan and tilt type cameras will be allowed. Two (2) copies each of the written report and USB drive or archive quality DVD video record of the inspection with audible description of run, direction, location and description of any defect or abnormality shall be provided to the Owner at the time of the inspection. This shall be a color video with good clarity. No black and white or poor quality videos will be accepted. Television inspection shall be scheduled a minimum of seventy-two (72) hours in advance and a Owner representative is required to be on-site during entire length of each television inspection otherwise, the television inspection will be deemed invalid. Prior to televised work, all lines shall be cleaned in accordance with Technical Specifications. Contractor shall use NASSCO standard coding for video, LACP coding protocols for laterals.

F. INSTALLATION OF CIPP

- 1. CIPP installation shall be in accordance with ASTM F1216, Section 7 or ASTM F1743, Section 6, with the following modifications:
 - i. Resin impregnation – The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the potential loss of resin

during installation through cracks and irregularities in the original pipe wall, as applicable.

- ii. Tube insertion – The wet out tube shall be positioned in the pipeline using either inversion or a pull-in method as defined within relevant ASTM standards previously stipulated. If pulled into place, a power winch or its equivalent should be utilized and care should be exercised not to damage the tube as a result of pull-in friction. The tube should be pulled-in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.
- iii. Temperature gauges shall be placed between the tube and the host pipe's invert position to monitor the temperatures during the cure cycle.
- iv. Curing shall be accomplished by utilizing hot water under hydrostatic pressure or steam pressure in accordance with the manufacturer's recommended cure schedule. A cool-down process shall be conducted that complies with the resin manufacturer's specification.
- v. Reinstatement of branch connections: It is the intent of these specifications that branch connections to buildings be re-opened without excavation, utilizing a remotely controlled cutting device, monitored by CCTV. Unless otherwise directed by the Owner, all laterals will be reinstated. No additional payments will be made for excavations for the purpose of reopening connections.

G. MAINTENANCE OF TRAFFIC (MOT):

- 1. It shall be the responsibility of the contractor to furnish all traffic control as per Florida Department of Transportation (FDOT) specifications as outlines in the "Work Zone Traffic Control for Maintenance and Utility Operation" (latest edition) for all aspects of assigned work.
- 2. The contractor shall perform all construction activity so that access to businesses can be maintained during non-working hours. Prior to access blockage, written notice will be given to the blocked business/resident a minimum of forty-eight (48) hours in advance, either mailed or hand-delivered with a copy of each furnished to the property or business owner.
- 3. The contractor shall maintain at least one lane of vehicular traffic at all times. The contractor shall also provide safety barricades and flag persons as required to properly maintain traffic flow. All traffic maintenance requirements contained in the FDOT "Manual on Traffic Control and Safety Practices" (latest edition) shall be conformed with, and shall be considered to be part of these specifications. The contractor shall

prepare and submit a traffic maintenance plan for acceptance by the Owner prior to the start of work.

H. LOCATES: Contractor responsible for all utility locates.

I. ISOLATION AND BYPASS OPERATIONS:

- a) Contractor shall be solely responsible for all isolation and bypass operations under all conditions. The contractor's objective of flow bypass and/or diversion pumping is to maintain an efficient and uninterrupted level of service to wastewater collection system users while maintenance of construction operations (including rehabilitation, repair or replacement) are facilitated on the segments being bypassed and/or from which flow is being diverted by:
 - 1. Ensuring that bypass and diversion pumps are adequately fueled, lubricated and maintained.
 - 2. Ensuring backup spare parts are expeditiously applied to the flow bypass and/or diversion pumping system in the event of component breakdown.
 - 3. Ensure an emergency backup plan is smoothly implemented in the event of system failure.
 - 4. Preventing backup, spillage, flooding or overflow onto streets, yards and unpaved areas or into building, adjacent ditches, storm sewers and water ways while flow bypass or diversion pumping takes place, and
 - 5. Ensuring that installation, startup and subsequent disassembly of the flow bypass and diversion pumping system is smoothly transitioned.
 - 6. Coordinating with Owner for modifying the operations plan, which may include temporary suspension of pump station operations or performing work during periods of low flow.
 - 7. Tanker trucks, if necessary and only when approved by Owner, which will be the responsibility of the Contractor.
- b) Flow bypass and diversion pumping shall be done in such a manner so as not to damage private or public property, or create a nuisance or public menace. The pumped sewage shall be in an enclosed hose or pipe that is adequately protected from traffic and shall be redirected into the wastewater collection system. After the work is complete, flow shall be returned to the sewer and all temporary equipment removed.

- c) When pumps are operating, an experienced bypass/diversion pump maintenance operator/mechanic and/or deputy shall continuously be on site to monitor the operation of the entire bypass/diversion system. The operator/mechanic and/or deputy shall comprehensively, methodically and continuously:
1. Adjust pump speed as appropriate so as not to adversely impact upstream or downstream flow condition levels.
 2. Check that the effectiveness and security of bulkheads, dams, diaphragms, plugs, valves, weirs and all other flow control devices are working effectively and according to plan.
 3. Check the integrity of hoses and couplings along the entire bypass/diversion system.
 4. Monitor lubrication levels and top off as necessary.
 5. Facilitate minor repairs as required.
 6. Report to Owner on problems arising.
- d) The contractor shall be solely responsible for planning and executing sewer flow control, bypass and diversion pumping operations. The contractor shall be entirely liable for damages to private or public property that may result from his/her operation and for all cleanup, disinfection, damages, and resultant fines in the event of spillage, flooding or overflow.
- e) In the event of accidental overflow or spillage, the contractor shall immediately stop the overflow and take action to clean up and disinfect the spillage. The Owner shall be notified immediately and in any event not less than twenty-four (24) hours following the occurrence.
- Should fines be subsequently imposed as a direct result of the overflow or spillage and the contractor is deemed to be entirely responsible, the contractor shall pay such fines as are imposed by the authorities. The Owner shall pay no fine(s) where it is shown the contractor was entirely responsible for any overflow or spillage.
- f) Once by-pass pumping is underway at any given site, work shall be completed as efficiently as possible without interruption.

J. WORK PRODUCT SUBMITTALS:

- a) Bypass Pumping: Submittals for the by-pass pumping plan are to be submitted and accepted no less than two weeks prior to execution of the work. The contractor is not to mobilize prior to acceptance of the pumping plan.

- b) Videotaping: Contractor is to submit one copy of video inspection prior to the start of work and after CIPP lining is completed for each project.

K. SITE RESTORATION:

1. The contractor shall restore the work site(s) on a daily basis where practical. All obstruction shall be cleared from roadways, sidewalks, bike paths and other public thoroughfares daily, to the largest extent possible. A public nuisance will not be created during restoration activities. All restoration activities are to be completed within a minimum of fourteen (14) calendar days of work being finished in a work area.
2. Site Restoration shall be performed in accordance with the following Sections:
 - Section 02140 Dewatering
 - Section 02221 Trenching, Backfilling and Compacting
 - Section 02370 Erosion and Sediment Control
 - Section 02750 Removing and Replacing Pavement
 - Section 02767 Sanitary Sewer Service Lateral Rehabilitation
 - Section 02936 Grassing, Seeding or Sodding.

L. WARRANTY:

- a. Contractor warrants to Owner that all products and work provided by Contractor to Owner under this Agreement will be free from material defects in workmanship and materials for a period of five (5) years from the earlier of the date on which Contractor's work is accepted by Owner or the date on which the Contractor completes performance and leaves the worksite. In the event that a material defect in workmanship or materials supplied by Contractor is found during the five-year period following acceptance of the work, then such defect shall be repaired, replaced or adjusted by Contractor at no additional cost to Owner. Owner's exclusive remedy in the event of any warranty claim hereunder is limited to correction of such defect, adjustment, repair or replacement as the Contractor shall at its sole option elect. The foregoing warranty is the exclusive warranty provided by contractor and is given in lieu of all other warranties, whether express, implied or statutory, including but not limited to, any implied warranties of merchantability or fitness or suitability for a particular purpose or use; and all other warranties are hereby expressly disclaimed.
- b. In no event shall Contractor's liability for warranties hereunder exceed the purchase price paid by the Owner for Contractor's work and materials.

- c. The warranty set out above shall be void and of no effect in the event that (i) Contractor is not notified of claim of defect within the five year period provided above; (ii) Contractor is not provided timely and unrestricted access to the site at which the claimed defect is located in order to investigate and/or repair, adjust or replace the work or materials claimed to be defective or Contractor is not provided suitable working conditions to perform such investigation, repair, adjustment or replacement; (iii) any materials or work is exposed to chemicals or substances other than those listed in the Specifications to this Agreement as accepted by Contractor; (iv) site conditions or pipeline, conduit or access way conditions are other than those disclosed to and accepted by Contractor; (v) Owner's site, pipeline, conduit or access ways are cleaned or modified in a manner not disclosed in writing to and accepted in writing by Contractor in advance of commencement of Contractor's work or tampered with prior to, during or after completion of Contractor's work; or (vi) the work, the site at which the work is performed or the materials provided by Contractor are otherwise abused or misused.

END OF SECTION 02766

SECTION 02767

SANITARY SEWER SERVICE LATERAL REHABILITATION

PART 1 - GENERAL

A. SUMMARY

It is the intent of this portion of the specification to provide for the re-construction of 4-inch through 6-inch diameter service laterals and connections in 8" through 24" mainline pipes, normally without excavation, by the installation of a one-piece resin impregnated, flexible, non-woven felt tube installed into the existing lateral connection utilizing a pressure apparatus positioned in the mainline pipe. Curing shall be accomplished by use of ambient cure resin or other approved method to cure the resin into a hard impermeable cured-in-place pipe (CIPP) liner. When cured, the liner shall have a watertight connection seal at the mainline and extend over the length of the service lateral in a continuous one-piece structural pipe-within-a-pipe.

B. QUALIFICATIONS OF CONTRACTOR

The contractor or subcontractor performing the work of this section shall be employees of the company manufacturing the CIPP Lateral Lining system components, or shall be licensed by the system manufacturer. The Manufactured System must have a minimum of a five (5) year history of satisfactory performance with a minimum of 30,000 CIPP lateral installations. The contractor or subcontractor shall have a minimum of two (2) years of service continuous experience installing CIPP Lateral Lining in pipe of similar size, length and configuration as proposed in this project. In addition, the contractor or subcontractor shall have successfully installed 15,000 CIPP laterals in a wastewater collection system application. The onsite Superintendent must have installed over 5,000 CIPP laterals of like condition for this geographic area and have a minimum of 5 years of CIPP industry experience.

C. RELATED SECTIONS

- a. Section 02140 - Dewatering
- b. Section 02221 – Trenching, Backfilling and Compacting
- c. Section 02370 – Erosion and Sedimentation Control
- d. Section 02750 – Removing and Replacing Pavement
- e. Section 02936 – Grassing, Seeding, or Sodding.

D. ACTIVITIES INCLUDED

- a. Bypass pumping
- b. Pipe cleaning

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- c. Closed circuit television (CCTV) inspection
- d. Liner installation
- e. Cleanout assembly installation
- f. Site restoration.

E. REFERENCES

- a. This specification references ASTM test methods which are made a part hereof by such reference and shall be the latest edition and revision thereof.
 - i. ASTM F1216 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube
 - ii. ASTM F1743 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP)
 - iii. ASTM D5813 - Standard Specification for Cured In Place Thermosetting Resin Sewer Piping Systems.

F. SUBMITTALS

- a. Product data
 - i. Resin
 - 1. Long term test creep data confirming the resin system's 50-year design life in accordance with ASTM D2990.
 - 2. Chemical Resistance per ASTM F1216
 - 3. Certificate of Compliance with ASTM F1216
 - 4. Material Safety Data Sheets (MSDS)
 - ii. Liner
 - 1. Certificate of Compliance in accordance with ASTM F1216
 - 2. Certificate of Compliance in accordance with ASTM F1743 for pull-in-place tubes.
- b. CIPP wall thickness design calculations (for lateral liner) in accordance with ASTM F1216.

PART II - PRODUCTS

A. MATERIALS

- a. GENERAL REQUIREMENTS:
 - i. Tube and resin will meet the requirements of ASTM F1216, F1743 and D5813.
 - ii. In industrial areas subject to possible flows other than domestic sewage, the Owner shall obtain samples of the dry weather sewage flow to be

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analyzed for chemical content. This analysis shall be supplied to the Installer for his information.

b. CIPP LATERAL MATERIALS:

- i. The liner shall be fabricated to a size that when installed will neatly fit the internal circumference of the conduit specified by the Owner. Allowance shall be made for circumferential stretching during insertion. The liner shall be a one piece joint-less polyester felt tube that will create a watertight seal at the mainline interface.
- ii. The minimum length shall be 36 inches (3 feet) to effectively span the distance from the lateral connection at the main or to the desired termination location in the service lateral pipe. For the purpose of this specification, the termination point shall be a distance within 18 inches of the intersection of a cleanout or property line. Lateral lining will be accomplished without a cleanout when possible. In the event a cleanout is required to complete the lining of the lateral, the Contractor is responsible for including the costs associated with the installation of the cleanout in his bid price for lateral lining.

When required, an overlap method is performed with a pull-in-process installation from a cleanout or access point back to the main. In either case, the lateral liner must provide a watertight seal at the mainline and a structural repair of the lateral over the specified length. The Installer shall verify the lengths in the field before impregnation of the resin.

- iii. Unless otherwise specified, the Installer shall furnish a specially designed, unsaturated, Polyester or Vinylester resin catalyst system compatible with the cured-in-place process that provides cured physical strengths specified herein.

c. PHYSICAL STRENGTH:

- i. The structural performance of the finished pipe must be adequate to accommodate all anticipated loads throughout its design life. No cured-in-place pipe reconstruction technology will be allowed that requires bonding to the existing pipe for any part of its structural strength. Only resin vacuum impregnation will be allowed. If reinforcing materials (fiberglass, etc.) are used, the reinforcing material must be fully encapsulated within the resin to assure that the reinforcement is not exposed, either to the inside of the pipe or at the interface of the CIPP and the existing pipe.
- ii. Design methods are to be derived from traditionally accepted pipe formulas for various loading parameters and modes of failure. All equations will be modified to include ovality as a design parameter. The

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design method shall be submitted to the Engineer for approval prior to the pre-bid conference.

- iii. The CIPP lateral pipe shall conform to the minimum structural standards as listed below:

PROPERTY	ASTM	RESULTS
Flexural Stress	ASTM D790	4,500 psi
Flexural Modulus	ASTM D790	250,000 psi

B. APPROVED MANUFACTURERS/PRODUCTS:

- a. BLD “Service Connection Seal + Lateral” of BLD Services, LLC
- b. or pre-approved equal.
- c. Cleanout assemblies in accordance with Exhibits 1 and 2 included at the end of this section.

PART III - EXECUTION

A. INSTALLATION PREPARATIONS:

- a. Access – If the Contractor requires access through a cleanout or access pit to complete the lateral lining, the costs associated with the cleanout or access pit will be the responsibility of the Contractor and must be included within the Lateral CIPP Lining bid item. If a cleanout already exists or is required by the Owner, it shall be constructed of materials which provide a four inch (4”) minimum diameter circular opening, if service lateral is six inch (6”) than a six inch minimum diameter opening is required.
- b. Safety – The Installer shall carry out his operations in strict accordance with all applicable OSHA standards. Particular attention is drawn to those safety requirements involving entering confined spaces.
- c. Cleaning of Sewer Line – The intent of this specification is for cleaning of the lateral to be accomplished from the mainline pipes via lateral launching equipment. If the lateral cannot be cleaned using industry standard cleaning heads that can be launched from the mainline then a cleanout will be required and considered changed conditions. The laterals shall be cleaned a sufficient length to ensure the specified length of sewer is ready for lining. It shall be the responsibility of the Installer to verify, prior to installation, that all internal debris has been removed from the sewer line. Internal debris consists of broken pipe sections, roots, loose gravel, etc.
- d. Installation of Cleanout – If required by field conditions, a cleanout will be installed in accordance with Exhibit 1 and Exhibit 2 at the end of this section.
- e. Inspection of Pipelines – It is the intent of this specification for inspection of

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the lateral to be accomplished from the mainline pipes via lateral launching equipment. If the lateral cannot be inspected using industry standard inspection equipment that can be launched from the mainline then a cleanout will be required and considered changed conditions. Inspection of pipelines shall be performed by experienced personnel trained in locating breaks and obstacles by closed circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper installation of the lateral liner into the pipelines, and it shall be noted so that these conditions can be corrected. A USB drive or archive quality DVD and suitable log shall be kept for later reference by the Owner. Contractor shall use NASSCO standard coding for video, LACP coding protocols for laterals.

- f. Bypassing Sewage – The Installer, when required, shall provide for the flow of sewage around the section or sections of mainline pipe where the service lateral designated for lining is located. The bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow. It is assumed that flows in the lateral specified for lining will not require bypass pumping.
- g. It is required that the service lateral be inactive during the time of installation. This is normally accomplished by turning off the homeowner's services or requesting that the homeowner relinquish using their services during the period of installation. Notification will be distributed to impacted residents 24 hours in advance of the lateral liner installation.
- h. Line Obstructions – If inspection reveals an obstruction that cannot be removed by conventional sewer cleaning equipment, as in solids, dropped joints or collapsed pipe then the Installer shall make a point repair excavation to uncover and remove or repair the obstruction. Such excavation shall be accepted in writing by the Owner's representative prior to the commencement of the work and shall be considered as a separate pay item.
- i. In the case of lined mainline pipes, the lateral connection specified for rehabilitation shall be reinstated to 100% of its original size to accept the CIPP lateral.

B. INSTALLATION OF LATERAL LINING

- a. The Installer shall designate a location where the liner will be vacuum impregnated prior to installation. The Installer shall allow the Owner to inspect the materials and "wet-out" procedure. A catalyst system compatible with the resin and liner shall be used.
- b. The wet-out liner shall be loaded inside a pressure apparatus above ground and

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utilizing a hydrophilic sealant (or equivalent) on the backside of the connection to enhance a watertight seal. Also, a two-part 100% solid epoxy (reference ASTM C-881) or a Silicate Resin shall be applied to the lateral interface to enhance adhesion against the host pipe. The pressure apparatus, with an end attached to a robotic device, shall be winched through the mainline pipe to the service connection. The robotic device, together with a television camera, will be used to position the pressure apparatus' inversion elbow at the service connection opening. Air pressure, supplied to the pressure apparatus through an inversion hose, shall be used to invert the wet-out liner through the lateral pipe to the cleanout/access point or "Right of Way" point. The inversion head will be adjusted to be of sufficient pressure to cause the impregnated liner to invert completely in the lateral pipe and hold the tube tight to the pipe wall. Care shall be taken during the curing process so as not to overstress the tube.

- c. Curing – In most circumstances, an accelerated ambient-temperature curing resin system will be utilized, however if a heat cure is required, the Installer shall supply a suitable heat source and recirculation equipment. The equipment shall be capable of delivering the approved heating medium throughout the section to the temperature required to affect a cure of the resin. This temperature shall be determined by the resin/catalyst system employed.
- d. If a heat cure is required, the heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing air/steam or water supply. Fluid temperature in the line during the cure period shall be recommended by the resin manufacturer. **NOTE: No UV cure systems will be allowed.**
- e. Initial cure shall be deemed to be completed when inspection of the exposed portions of the CIPP appears to be hard and sound and/or the temperature gauge indicates that the temperature is of a magnitude to realize an exotherm. The cure period shall be of a duration recommended by the resin manufacturer, as modified for the installation process.
- f. Cool-down – The Installer shall cool the hardened CIPP to a temperature below 100°F before relieving the pressure in the pressure apparatus. Cool-down may be accomplished by the introduction of cool air into the pressure apparatus to replace water being forced out of the pressure apparatus. Care shall be taken to maintain proper pressure throughout the cure and cool-down period.
- g. Finish – The finished CIPP shall be a watertight connection seal at the mainline and extend continuous over the entire length of the service lateral and be free of dry spots, lifts, and delamination. This continuous one piece structural pipe-within-a-pipe shall not inhibit the closed circuit television post video inspection of the mainline or service lateral pipes.

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- h. Testing – For every 50 laterals, one flat plate sample shall be taken and sent to a 3rd party test laboratory for confirmation of short term flexural modulus and strength properties in accordance with ASTM F1216. The test results shall meet or exceed the values used in the design of the CIPP lateral liner.
- i. During the warranty period, any defects which will affect the integrity or strength of the CIPP liner shall be repaired at the Installer's expense in a manner mutually agreed upon by the Owner and the Installer.
- j. After the work is completed, the Installer will provide the Owner with a USB or archive quality DVD showing the completed work including the restored conditions. Contractor shall use NASSCO standard coding for video, LACP coding protocols for laterals.

C. SITE RESTORATION

- a. Upon acceptance of the installation work, the Installer shall reinstate the project area affected by his operations.
- b. Site Restoration shall be in accordance with the following related specifications:
 - i. Section 02140 - Dewatering
 - ii. Section 02221 – Trenching, Backfilling and Compacting
 - iii. Section 02370 – Erosion and Sedimentation Control
 - iv. Section 02750 – Removing and Replacing Pavement
 - v. Section 02936 – Grassing, Seeding, or Sodding.

D. MEASUREMENT and PAYMENT:

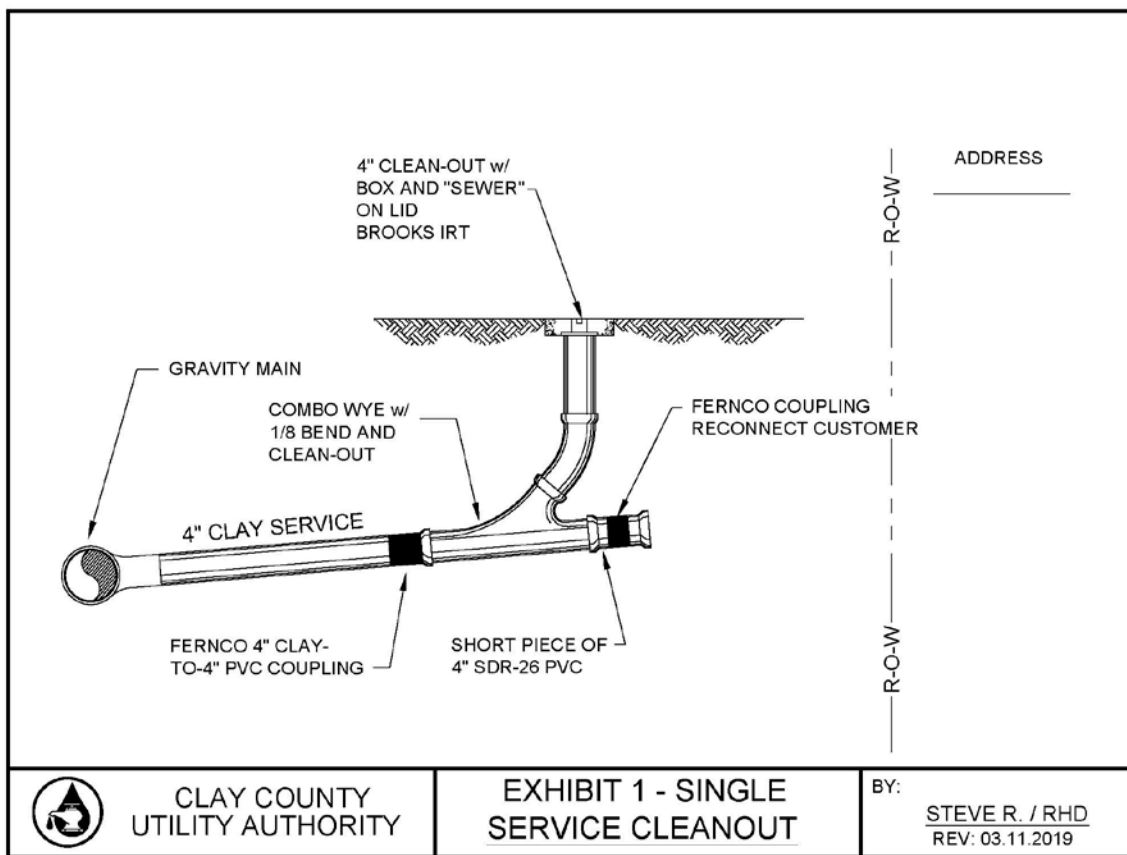
- a. Measurement for the work for the Lateral CIPP Lining included in this section will be in accordance with the units set forth in the proposal. Unit prices shall include all labor, materials and equipment required to complete the work as specified. The unit prices shall also include mobilization (except for emergency response), demobilization, CCTV prior to and after lining, lateral cleaning, and bypass pumping of mainline flow.
- b. Measurement for installation of a cleanout will be per cleanout and will include all labor and materials to install the cleanout.
- c. Measurement for Site Restoration work will be measured as set forth in the applicable related site restoration specifications listed above.
- d. Payment for the work included in this section will be in accordance with the prices set forth in the proposal for the quantity of work performed. Progress payments will be made monthly based on the work performed during that period.

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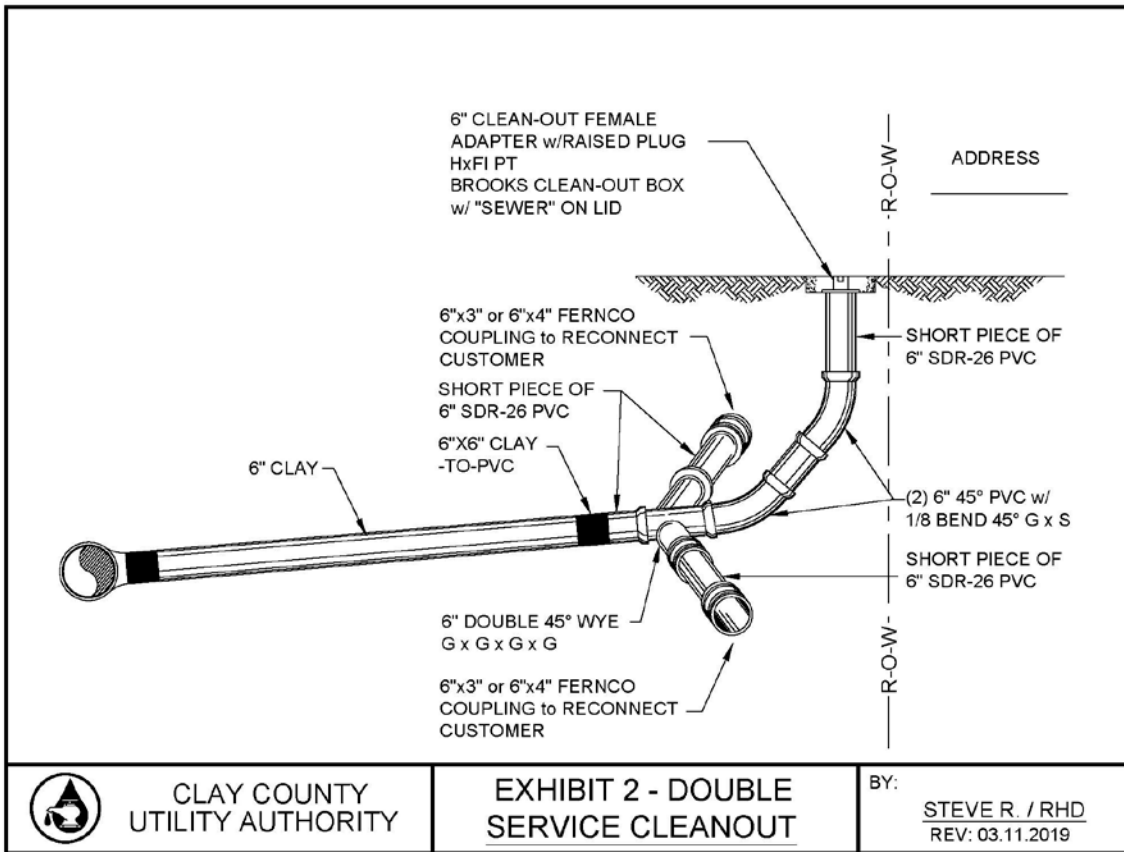
E. WARRANTY:

- a. Contractor warrants to Owner that all products and work provided by Contractor to Owner under this Agreement will be free from material defects in workmanship and materials for a period of five (5) years from the earlier of the date on which Contractor's work is accepted by Owner or the date on which the Contractor completes performance and leaves the worksite. In the event that a material defect in workmanship or materials supplied by Contractor is found during the five year period following acceptance of the work, then such defect shall be repaired, replaced or adjusted by Contractor at no additional cost to Owner. Owner's exclusive remedy in the event of any warranty claim hereunder is limited to correction of such defect, adjustment, repair or replacement as the Contractor shall at its sole option elect. The foregoing warranty is the exclusive warranty provided by contractor and is given in lieu of all other warranties, whether express, implied or statutory, including but not limited to, any implied warranties of merchantability or fitness or suitability for a particular purpose or use; and all other warranties are hereby expressly disclaimed.
- b. In no event shall Contractor's liability for warranties hereunder exceed the purchase price paid by the Owner for Contractor's work and materials.
- c. The warranty set out above shall be void and of no effect in the event that (i) Contractor is not notified of claim of defect within the five year period provided above; (ii) Contractor is not provided timely and unrestricted access to the site at which the claimed defect is located in order to investigate and/or repair, adjust or replace the work or materials claimed to be defective or Contractor is not provided suitable working conditions to perform such investigation, repair, adjustment or replacement; (iii) any materials or work is exposed to chemicals or substances other than those listed in the Specifications to this Agreement as accepted by Contractor; (iv) site conditions or pipeline, conduit or access way conditions are other than those disclosed to and accepted by Contractor; (v) Owner's site, pipeline, conduit or access ways are cleaned or modified in a manner not disclosed in writing to and accepted in writing by Contractor in advance of commencement of Contractor's work or tampered with prior to, during or after completion of Contractor's work; or (vi) the work, the site at which the work is performed or the materials provided by Contractor are otherwise abused or misused.

Section 02767-8



Section 02767-9



Section 02767-10

END OF SECTION

Section 02767-11

CCUA Bid No. 18/19-A7
Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract

SANITARY SEWER SERVICE LATERAL REHABILITATION
April 2019

SECTION 02768

MANHOLE AND LIFT STATION WETWELL REHABILITATION

PART I – GENERAL

A. SCOPE OF WORK:

The Work involves supplying all labor, materials and equipment for repairing, adjusting, modifying, or installing a specialty coating or lining for the interior surfaces of manholes and lift station wet wells, at a minimum. The Contractor shall furnish, install, and test the structures coatings as specified herein. All references to Industry Standards (ASTM, ANSI, etc.) shall be the latest revision unless otherwise stated. Only those materials specified herein or included in the Clay County Utility Authority (CCUA) Approved Materials Manual shall be installed.

C. WORKMANSHIP:

All work shall be proved to be in first class condition and constructed in accordance with the drawings and specifications. All defects disclosed by tests and inspection shall be remedied immediately by the Contractor at no expense to the Owner.

D. COVERAGE:

The lining/coating shall cover all concrete surfaces within the wet well or manhole including the adjustment ring area.

E. PROJECT SCHEDULE AND COOPERATION:

The project schedule shall be established on the basis of working a normal work schedule including five days per week, single shift, eight hours per day. Unless approved otherwise by the Owner, normal general items of work, such as TV inspections, liner installation, density testing and final inspections, shall be scheduled during the normal work schedule. Due to operations and manpower limitation CCUA will require the contractor to perform work outside of the normal work schedule. These operational and manpower limitation, including but not limited to, tie-in work (cut-in work or other tie-in work) and other phases of the work which may impact the continued (non-interruptible) service to existing CCUA's customers. The contractor shall plan and anticipate the cost impact of these system limitations and provide such work or services at no additional cost to the Owner.

F. SHOP DRAWING SUBMITTALS:

Actual catalog data brochures and descriptive literature will not be required for items of standard usage included in CCUA's Approve Materials Manual. Any specialty item not shown in this manual will require a complete shop drawing submittal. The Owner may at

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any time require the Contractor to provide a complete detailed shop drawing submittal for any material which, in the Owner's opinion, may not be in compliance with the CCUA Standards.

G. WARRANTY:

The liner manufacturer shall warrant the liner against defects for at least ten (10) years after the date of acceptance by CCUA. Defects are defined as cracking, delamination or leaking. The warranty shall require the manufacturer to supply all necessary labor, materials, and equipment to repair defects to the satisfaction of CCUA. The Contractor and/or manufacturer shall not make any exemption or exception to the above stated conditions or warranty.

PART II – PRODUCTS

A. INTERIOR MANHOLE/LIFT STATION WETWELL COATING

1. GENERAL:

The work shall include the furnishing and installation of an interior protective coating system including all necessary labor, materials, equipment and tools as required for a complete installation. This liner material shall provide a corrosion resistant liner to prevent any deterioration of concrete surfaces from hydrogen sulfide.

2. PROPERTIES:

The lining system to be utilized shall be 100% calcium aluminate cement with 100% calcium aluminate aggregate and with the following minimum performance parameters:

PARAMETER	12 HRS	24 HRS	7 DAYS	28 DAYS
Compressive Strength, psi (ASTM C945)	>6000	>7000	>9000	>9000
Flexural Strength, psi (ASTM C293)	>1000	>1300	>1400	>1400
Shrinkage at 90% Humidity (ASTM C596)		>0.02	>0.04	>0.06
Freeze/Thaw after 300 Cycles (ASTM C666)	No Damage	No Damage	No Damage	No Damage
Tensile Strength (ASTM C900 modified)	200 – 300 psi Tensile Strength			
Air Void Content 7 Days (ASST. C457)	3%			
Specific Gravity/Absorption Test 7 Days (ASTM C642)	4-5%			

3. MATERIALS:

Mortar furnished under this specification shall be pre-packaged mortar, including all cement, aggregate, and any required admixtures or fibers. It is the intent of this specification that the Contractor only be required to add the proper amount of potable water so as to produce a mortar suitable for pneumatic application. Typical package weights shall not be less than 50 pounds. Coating shall be 100% calcium aluminate mortar such as Sewpercoat manufactured by Kerneos Inc, or Geocrete manufactured by Quadex, Inc., or CCUA pre-approved equal.

B. COATING/LINING REPAIR

Coating or lining repair for a wetwell or manhole will be performed with 100% calcium aluminate mortar such as Sewpercoat manufactured by Kerneos Inc, or Geocrete manufactured by Quadex, Inc., or CCUA pre-approved equal.

C. MANHOLE ADJUSTMENT

Materials for manhole adjustment shall be in accordance with CCUA Standard Materials for the following:

- a. Adjustment rings
- b. Cone or riser section
- c. Manhole frame and cover
- d. Invert replacement
- e. Inside drop system.

D. STOP LEAK REPAIR

CCUA approved products for leak repair include Hyperform by Quadex, Quad-Plug™ by Quadex, Seal Guard II, Avanti AV 202 Multigrout, and Parson Seal-Tite. All other products must be pre-approved by CCUA before installation.

PART III – EXECUTION

A. CEMENTITIOUS BARRIER

1. INSTALLATION:

1.1 High pressure water or sand spray blasting equipment shall remove all deteriorated concrete, (minimum of 3500 psi), hard contaminants, localized micro-organisms and gas contaminants from the concrete walls, floor, ceiling, and other concrete structures. Final product shall be a cleaned, exposed and virgin

concrete aggregate ready for rehabilitation material. The blasting equipment shall be suited to completely remove deteriorated concrete and hard contaminants from the existing concrete surfaces. Containment unit to capture spent abrasive material shall be provided unless otherwise approved by the Owner.

1.2 After completion of surface preparation, blasting phase, perform the following seven point checklist, which is the inspection for:

- 1.2.1 Leaks
- 1.2.2 Cracks
- 1.2.3 Holes
- 1.2.4 Exposed Rebar
- 1.2.5 Ring and Cover Condition
- 1.2.6 Invert Condition
- 1.2.7 Inlet and Outlet Pipe Condition

1.3 After the defects in the structure have been identified, repair all leaks with a chemical or hydraulic sealant designed for use in field sealing of ground water. Severe cracks shall be repaired using a urethane based chemical sealant. Product to be utilized shall be as approved by the Owner prior to installation. Repairs to exposed rebar, defective pipe penetrations or inverts, etc. shall be repaired utilizing non-shrink grout or Owner approved alternate method.

1.4 Materials shall be sprayed applied by either a wet gunning (low pressure spray) or dry gunning (shotcrete) method and shall conform to the "Suggested Manufacturer Procedures" document as supplies by the manufacturer. The equipment shall be clean and free of any hydrated or unhydrated Portland Cement to prevent acceleration of SewperCoat. To ensure a good bond, the newly blasted surface shall be thoroughly moistened with water prior to application. The material shall be applied in one or more layers to such total thickness as required. A minimum of one-half inch shall be applied. After spraying, the material shall be brushed or trowel finished. A moist curing environment is typically activated by replacing the manhole lid cover. If not, a heavy application of curing compound shall be applied.

B. LEAK REPAIR

The work on some manholes/wetwells will include applying a dry quick-setting material designed to instantly stop running water or seepage. Installation of leak-stop materials shall be in accordance with manufacturer's recommendations and the following minimum specifications:

1. The area to be repaired must be clean and free of all debris per the guidelines set forth elsewhere in these specifications.
2. Once cleaned, prepare crack or hole by chipping out loose material.

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3. Apply the dry quick-setting material to the active leak, per the manufacturer's recommendations.

C. MAINTENANCE OF TRAFFIC (MOT):

1. It shall be the responsibility of the contractor to furnish all traffic control as per Florida Department of Transportation (FDOT) specifications as outlines in the "Work Zone Traffic Control for Maintenance and Utility Operation" (latest edition) for all aspects of assigned work.
2. The contractor shall perform all construction activity so that access to businesses can be maintained during non-working hours. Prior to access blockage, written notice will be given to the blocked business/resident a minimum of forty-eight (48) hours in advance, either mailed or hand-delivered with a copy of each furnished to the property owner or business.
3. The contractor shall maintain at least one lane of vehicular traffic at all times. The contractor shall also provide safety barricades and flag persons as required to properly maintain traffic flow. All traffic maintenance requirements contained in the FDOT "*Manual on Traffic Control and Safety Practices*" (latest edition) shall be conformed with, and shall be considered to be part of these specifications. The contractor shall prepare and submit a traffic maintenance plan for acceptance by the Owner prior to the start of work.

D. CONSTRUCTION VIDEO AND PHOTOGRAPHS

Contractor is responsible for documenting pre-existing site conditions in accordance with Section 01320 Construction Video and Photographs.

E. BYPASS PUMPING

1. The Contractor is responsible for the setup, installation, operation and maintenance of bypass pumping operations as required.
2. The Contractor shall prepare and submit a bypass pumping plan for each work area. The plan should detail the sequence of manhole rehabilitation system installations, plug locations, suction manholes, discharge manholes, pump size and pump locations. The plans should include preferred lane closures, if necessary.

END OF SECTION

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SECTION 02769

TREATMENT PLANT WETWELL REHABILITATION

PART I – GENERAL

A. DESCRIPTION

The work described within details a complete program for wastewater treatment plant wetwell rehabilitation and lining. This specification details the methods, procedures, materials and equipment required to produce “A Total Lining System for Wastewater Structures”. The completed system will provide a corrosion resistant liner that restores the surface profile and eliminates water infiltration and exfiltration.

B. SCOPE OF WORK:

The Work involves supplying all labor, materials and equipment for installing a specialty coating or lining for the interior surfaces of wastewater treatment plant wetwells, at a minimum. The Contractor shall furnish, install, and test the structures coatings as specified herein. All references to Industry Standards (ASTM, ANSI, etc.) shall be the latest revision unless otherwise stated. Only those materials specified herein or included in the Clay County Utility Authority (CCUA) Approved Materials Manual shall be installed.

C. WORKMANSHIP:

All work shall be proved to be in first class condition and constructed in accordance with the drawings and specifications. All defects disclosed by tests and inspection shall be remedied immediately by the Contractor at no expense to the Owner.

E. PROJECT SCHEDULE AND COOPERATION:

The project schedule shall be established on the basis of working a normal work schedule including five days per week, single shift, eight hours per day. Unless approved otherwise by the Owner, normal general items of work, such as TV inspections, liner installation, density testing and final inspections, shall be scheduled during the normal work schedule. Due to operations and manpower limitation CCUA may require the contractor to perform work outside of the normal work schedule. These operational and manpower limitations, including but not limited to, tie-in work (cut-in work or other tie-in work) and other phases of the work which may impact the continued (non-interruptible) service to existing CCUA’s customers. The contractor shall plan and anticipate the cost impact of these system limitations and provide such work or services at no additional cost to the Owner.

F. SUBMITTALS:

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Actual catalog data brochures and descriptive literature will not be required for items of standard usage included in CCUA's Approve Materials Manual. Any specialty item not shown in this manual will require a complete shop drawing submittal. The Owner may at any time require the Contractor to provide a complete detailed shop drawing submittal for any material which, in the Owner's opinion, may not be in compliance with the CCUA Standards.

G. WARRANTY:

The liner manufacturer shall warrant the liner against defects for at least ten (10) years after the date of acceptance by CCUA. Defects are defined as cracking, delamination or leaking. The warranty shall require the manufacturer to supply all necessary labor, materials, and equipment to repair defects to the satisfaction of CCUA. The Contractor and/or manufacturer shall not make any exemption or exception to the above stated conditions or warranty.

PART II – PRODUCTS

A. Polyurethane/Modified Polymer Barrier

1. GENERAL:

The work shall include the furnishing and installation of an interior protective coating system including all the necessary materials, equipment and tools as required for a completed installation. Coating shall be SpectraShield as manufactured by CCI Spectrum, Inc., or CCUA pre-approved equal. The completed system shall provide a waterproof, corrosion resistant liner to prevent any deterioration of concrete surfaces from hydrogen sulfide and other corrosive gases/acids produced by wastewater and to prevent infiltration. To ensure total unit responsibility, all materials and installation thereof shall be furnished by, and coordinated with, one supplier/manufacturer.

2. MATERIALS AND EQUIPMENT:

2.1 The materials to be utilized in the lining of concrete structures shall be designed and manufactured to withstand the sever effects of hydrogen sulfide in a wastewater environment.

2.2 Abrasive blasting equipment should be suited to completed remove deteriorated concrete and hard contaminants from the existing concrete surfaces. Contaminant unit to capture spent abrasive materials shall be provided unless otherwise approved by the owner.

2.3 Equipment for installation of lining materials shall be high quality grade as

recommended by the manufacturer.

2.4 The lining system to be utilized shall be a multi-component stress panel liner system as described below:

2.4.1 Liner:

Installation	Liner
a. Moisture Barrier	Modified Polymer (Silicone modified polyurea)
b. Surfacers	Polyurethane/Polymeric Blend Foam
c. Final Corrosion Barrier	Modified Polymer (Silicone modified polyurea)

2.4.2 Moisture barrier: Modified polymer shall be sprayed, solvent-free, two-component polymeric, moisture/chemical barrier specifically developed for the corrosive environment of wastewater.

2.4.3 Surfacers: Polyurethane/polymeric blend foam shall be 100% CFC/HCFC free, low viscosity, two component, fire resistant, rigid structural filler.

2.4.4 Final Corrosion Barrier: Modified polymer shall be sprayed, solvent-free, two-component polymeric, moisture/chemical barrier specifically developed for the corrosive environment of wastewater.

2.4.5 Total thickness of multi-component stress panel liner shall be a minimum of 500 mils and shall sustain a 300 PSI pull test.

PART III – EXECUTION

A. SURFACE PREPARATION:

1. Abrasive blasting equipment shall remove all deteriorated concrete, hard contaminants, localized micro-organisms and gas contaminants from the concrete walls, floor, ceiling, and other concrete structures. Final product shall be cleaned, exposed and virgin concrete aggregate ready for rehabilitation material. Abrasive blasting equipment shall be suited to completely remove deteriorated concrete and hard contaminants from the existing concrete surfaces. Containment unit to capture spent abrasive material shall be provided unless otherwise approved by the Owner.
2. After completion of surface preparation, blasting phase, perform the seven-point checklist, which is the inspection for:

- 2.1 Leaks
 - 2.2 Cracks
 - 2.3 Holes
 - 2.4 Exposed Rebar
 - 2.5 Ring and Cover Condition
 - 2.6 Invert Condition
 - 2.7 Inlet and Outlet Pipe Condition
- 3. After the defects in the structure have been identified, repair all leaks with grout designed for use in field sealing of ground water. Severe cracks shall be repaired using urethane based chemical sealant. Product to be utilized shall be as approved by the Owner prior to installation. Repairs to exposed rebar, grout or Owner approved alternate method.
 - 4. Prior to installation of final liner material, if required, re-blast the entire structure and remove all abrasive materials.

B. MATERIAL INSTALLATION:

- 1. The limits of the corrosion protection system shall be all exposed concrete surfaces including walls, tap sections, risers, etc., unless otherwise approved by the Owner.
- 2. Application of multi-component system shall be in strict accordance with the manufacturer's recommendations. Final installation shall be a minimum thickness of 500 mils. A permanent identification number and date of work performed shall be affixed to the structure in a readily visible location.
- 3. Provide final written report to Owner detailing the location, date of report, and description of repair or original installation.
- 4. Inspection and repairs: Final concrete structure corrosion protection system shall be completely free of pinholes or voids. Entire exposed concrete surface shall be protected with corrosion protection system. Liner thickness shall be the minimum thickness described above. All defects identified during inspection such as pinholes, low film millage, etc. shall be repaired with same material and to same thickness as required of original installation.

END OF SECTION

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SECTION 02936

GRASSING, SEEDING OR SODDING

PART 1- GENERAL

1.1 Scope of Work

- A. The work specified in this section consists of establishing a stand of grass within the areas called for and maintaining such areas until completion and final acceptance of the project. The methods specified herein are grassing by seeding and grassing by sodding.

1.3 Submittals

- A. Seed mix: Manufacturer's warranted analysis for percentages of mixture, purity, and germination
- B. Sod: State certification of origin and health of sod; sod supplier's recommended fertilizer application rates
- C. Fertilizer: Manufacturer's literature and data describing NPK ratio and recommended application rates
- D. Soil test results to determine fertilizer need.
- E. Watering Plan
- F. Mulch type.

PART 2 - PRODUCTS

2.1 Fertilizer

All fertilizer shall comply with state laws and regulations and shall be fully labeled at the time of delivery to the job site. For bidding purposes, the fertilizer shall be considered 10-10-10 which has a chemical analysis as follows:

Total nitrogen:	not less than 10%
Available phosphoric acid:	not less than 10%
Water-soluble potash:	not less than 10%.

Actual nutrients of fertilizer to be applied will be as determined by soil test results.

2.2 Seed Mixture

- A. Seed Mixture
Unless other types of seed are called for, seed shall be selected to match in situ varieties and seasons variations free of weeds and pest. Seed which has become wet

or moldy shall not be used. Seed shall have a minimum active germination of 40 percent and a total germination of 85 percent.

B. Certification of Seed

All seed shall meet the requirements of the State Department of Agriculture and Consumer Services and all applicable state and local laws. The Contractor shall submit to the Owner a certification tag for each type of seed used prior to sowing of seed. The certification tag shall have the following information:

1. Grass Type and Variety
2. Percent of Inert Matter
3. Germination Percentage
4. Percent of Weed Seed.

2.3 Sod

Sod shall be St. Augustine Floratam, Argentine Bahia, Centipede, or Bermuda, selected to match in situ varieties. In FDOT right-of-way, Bermuda sod shall be used. Sod shall be well-matted with roots and be free of weeds and pests. Where sodding will adjoin or be in sufficiently close proximity to private lawns, sod shall match type and variety of the affected property owners and acceptable to the Owner.

- A. The sod shall be taken up in commercial-size rectangles, or rolls. The sod shall be sufficiently thick to secure a dense stand of live grass. The sod shall be live, fresh, and uninjured, at the time of planting. It shall have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling. It shall be reasonably free of weeds and other grasses. It shall be planted as soon as possible after being dug and shall be shaded and kept moist from the time it is dug until it is planted. The sources of the sod may be inspected and acceptable to the Owner prior to being cut for use in the work. After approval, the area from which the sod is to be harvested shall be closely mowed and raked as necessary to remove excessive top growth and debris.
- B. Acceptable devices, such as sod cutters, shall be used for cutting the sod and due care shall be exercised to retain the native root soil intact.

- 2.4 Mulch: The mulch shall consist of Milet, Rye, or Bahia straw. Other types of mulch may be used only when acceptable to the Owner.

PART 3 - EXECUTION

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3.1 Preparation of Ground

Final grading and cleaning shall be completed prior to the preparation of ground for grassing. The areas to be grassed shall be scarified or loosened to a depth of at least six (6) inches. All areas shall be smooth and free of large clods, roots and other materials which may interfere with the work or future mowing and maintenance operation. No subsequent operations shall be commenced until the Owner has accepted the condition of prepared areas.

3.2 Fertilizing

Commercial fertilizer shall be spread uniformly over the area to be grassed by machine spreading at the rate recommended by manufacture, soil needs, and grassing. Immediately after the fertilizer is spread, it shall be raked and thoroughly mixed with the soil to a depth of approximately two inches.

3.3 Grassing by Seeding

When called for in the plans or special conditions, grass seed shall be furnished and placed in the areas to be grassed and maintained to assure a healthy stand of grass.

A. Placement of Seed

Seeding shall be done immediately after fertilizing, while the soil is still loose and moist. Four (4) foot wide sod strips shall be placed along and around edge of pavement, buildings, tanks, manholes, ditches, swales, and ponds prior to seeding. The seed shall be scattered uniformly over the area to be grassed by a mechanical hand spreader or other approved type of spreader. The rate of spreading shall as recommended by the supplier and sufficient for the establishment of permanent and total grass coverage unless otherwise designated.

B. Mulch

Immediately after completion of seeding, dry mulch shall be uniformly applied over the seeded area approximately two (2) inches, loose thickness. The mulch shall then be cut uniformly into the soil so as to produce a loose mulched thickness of three (3) to four (4) inches and rolled with a cultipacker, traffic roller or other suitable equipment. Mulch shall be suitable to promote the growth and establishment of the grass seed free of weeds or foreign material. After seeding and mulching is completed, the entire area shall be watered so as to provide optimum growth conditions for establishment of the grass.

3.3 Grassing by Sodding

When called for in the plans and special conditions, grass sod shall be furnished and placed in the areas to be grassed and shall be maintained to assure a healthy stand of grass.

A. Placement of Sod

Sod shall be incorporated into the project at the earliest practical time in the life of the contract. No sod which has been cut for more than 72 hours shall be used unless specifically authorized by the Owner after their careful inspection thereof. Any sod which is not planted within 24 hours after cutting shall be stacked in an acceptable manner and maintained properly moistened.

1. Sodding shall not be performed when weather and soil conditions are, in the Owner's opinion, unsuitable for proper results.
2. The sod shall be placed on the prepared surface, with edges in close contact, and shall be firmly and smoothly embedded by light tamping with appropriate tools or rolled with approved rollers.
3. Where sodding is used in drainage ditches, the setting of the pieces shall be staggered, such as to avoid a continuous seam along the line of flow. Along the edges of such staggered areas the offsets of individual strips shall not exceed six (6) inches. In order to prevent erosion caused by vertical edges at the outer limits, the outer pieces shall be tamped so as to produce a featheredge effect.
4. On areas where the sod may slide, due to height or slope, pegs driven through the sod blocks into firm earth, at suitable intervals shall be used and included in the contractors lump sum cost. Any pieces of sod which, after placing, show an appearance of extreme dryness shall be removed from the work at no extra cost to the Owner.

B. Certification of Sodding Materials

The Contractor shall comply with all current restrictions in regard to movement of sod, into or within areas which are outside of QUARANTINE BOUNDARIES for the white fringed beetle and the imported fire ant, as issued by the Division of Plant Industry, Florida Department of Agriculture and the Animal and Plant Health Inspection Service, United States Department of Agriculture. Prior to placement of sod, the Contractor shall submit to the Engineer a certification tag from each type of sod used stating the type and variety of sod and the date of cutting.

3.4 Watering of Grassed Areas

The grassed areas shall be watered for the duration of the contract so as to provide optimum growth conditions for the establishment of the grass at the Contractor's Expense. In no case, however, shall the period of maintaining such moisture be less than two weeks after planting. The water used may be obtained from an acceptable spring, pond, lake, stream or municipal water system. The water shall be free of excess and harmful chemicals, acids, alkalies, or any substance which might be harmful to plant growth or obnoxious to traffic. Salt water SHALL NOT be used. The Contractor shall make all arrangements for obtaining and transporting water to the job site.

3.5 Maintenance of Grassed Areas

The Contractor shall, at his expense, maintain the planted areas in a satisfactory condition until final acceptance of the project. Such maintenance shall include the filling, leveling, and repairing of any washed or eroded areas, as may be necessary. The Owner, at any time, may require replanting of any areas in which the establishment of the grass stand does not appear to be developing satisfactorily. If a planted area must be replanted due to the Contractor's negligence, carelessness, disease, or failure to provide routine maintenance of such area, such replacement shall be at the Contractor's expense.

END OF SECTION

SECTION 00500

STANDARD FORM OF AGREEMENT

BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between CLAY COUNTY UTILITY AUTHORITY
(owner)
and Insituform Technologies, LLC
(Contractor)

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- Continuing Contract for Sanitary Sewer, Wetwell and/or Manhole Rehabilitation
- Project No. 18/19-A7 - Part C - CIPP Sanitary Sewer Lining System

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract

Clay County Utility Authority Bid No. 18/19-A7

Part C - CIPP Sanitary Sewer Lining System

The Owner shall furnish purchase orders for the authorization of work.

ARTICLE 3 - ENGINEER

3.01 The Project (s) shall be managed by **Jim French, PE** (Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

00500-1

4.01 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. These time limits shall be negotiated for each individual project with the Contractor and shall be binding upon execution of said purchase orders.
- B. The term of the agreement will be for a period of one (1) year with an option to extend the agreement for two (2) additional twenty-four (24) month periods upon mutual agreement of both parties. The contract may be extended beyond the 5-year period in twenty-four (24) month intervals upon mutual consent of both parties.
- C. Owner may terminate this agreement, with or without cause upon 60-day written notice to the contractor.

4.02 Substantial Completion and Final Payment

- A. The Work will be substantially completed within as provided in Paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$200 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$100 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A and 5.01.B below:

- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.A.:

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

- B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

5.02 Fee Modification

With prior written approval from the Clay County Utility Authority, the Contractor shall have the ability to adjust the prices set forth in the bid/contract documents commensurate with the contractor's increased cost for materials and the change in the consumer price index. Pricing adjustments will be effective at the first date of the new contract year – no mid-term adjustments will be permitted by the Owner. Within thirty (30) days after Contractor gives notice to the Owner of a price adjustment, the Owner may request an audit for the purpose of verifying the price adjustment. In the case of a price adjustment, no adjustment will be allowed on work orders which have already been issued by the Owner to the Contractor.

In making any price adjustment proposal, the Contractor shall notify the Owner, in writing prior to the renewal of contract, the specific price adjustments requested using the following formula:

$(25\% \times \text{increase cost of materials}) + (75\% \times \text{CPI index}) = \text{Total increase on a prices on the price schedules.}$

For example, if the cost of resin increases 10% and the CPI index increases 2%, the total increase for all prices would be: $(25\% \times 10\%) + (75\% \times 2\%) = 4\%$ increase (rounded to the nearest \$0.01).

The specific consumer price index used shall be the following:

Population Coverage:	CPI-U (all urban consumers)
Area Coverage:	U.S. Owner Average
Series Title:	All items
Index Base Period:	1982-84 = 100
Reference Range:	12-month period ending 12/31 which is released in mid-January.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

00500-3

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make one progress payment per month on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st or 3rd Wednesday of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:
 - a. Ninety percent (90%) of the Work completed including the cost of materials and equipment stored and secured on the Site, but not incorporated in the Work (with the balance being retainage). If the Work has been fifty percent (50%) completed as determined by Engineer, the retainage shall be reduced to five percent (5%) on all subsequent payment requests. After fifty percent (50%) completion, if the character and progress of the Work have been satisfactory to Owner and Engineer, Contractor may request payment of up to one-half of the retainage held by the Owner on the entire amount of the Work completed, including the cost of materials and equipment stored and secured on the Site, but not incorporated in the Work.
2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to ninety-five percent (95%) of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less one hundred percent (100%) of Engineer's estimate of the value of the Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Project Closeout

- A. Owner shall develop a list of items required to render complete, satisfactory, and acceptable the Work purchased by Owner. The process for the development of the list, including responsibilities of Owner and Contractor in developing and reviewing the list and a reasonable time for developing the list, are as follows:

1. For construction projects having an estimated cost of less than \$10 million, within 30 calendar days after reaching substantial completion of the Work; or
 2. For construction projects having an estimated cost of \$10 million or more, within 30 calendar days, unless otherwise extended by contract not to exceed 60 calendar days, after reaching substantial completion of the Work.
- B. If this Agreement between Owner and Contractor relates to Work covering more than one building or structure, or involves a multi-phased Project, the list shall contain items required to render complete, satisfactory, and acceptable all of the Work for each building, structure, or phase of the Project within the time limitations provided in subsection 1, above.
- C. The failure to include any corrective work or pending items not yet competed on the list developed pursuant to subsection 1 or subsection 2, above, does not alter the responsibility of the Contractor to complete all of the Work.
- D. Upon completion of all items on the list, Contractor may submit a payment request for all remaining retainage withheld by Owner pursuant to Section 255.078, Florida Statutes (2007) or any successor statute thereto. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to this Agreement, Owner may continue to withhold an amount not to exceed one-hundred fifty percent (150%) of the total costs to complete such items.
- E. All items of the Work that require correction under this Agreement and that are identified after the preparation and delivery of the list remain the obligation of Contractor as defined by this Agreement.
- F. Warranty items may not affect the final payment of retainage as provided in this section or as provided in this Agreement between Contractor and its subcontractors and suppliers.
- G. Retainage may not be held by Owner or Contractor to secure payment of insurance premiums under a consolidated insurance program or series of insurance policies issued to Owner or Contractor for the Project or a group of projects, and the final payment of retainage as provided in the section may not be delayed pending a final audit by Owner's or Contractor's insurance provider.
- H. If Owner fails to comply with its responsibilities to develop the list required under subsection 1 or subsection 2, above, as defined in this Agreement, within the time limitations provided in subsection 1, above, Contractor may submit a payment request for all remaining retainage withheld by Owner pursuant to Section 255.078, Florida Statutes (2007) or any successor statute thereto. Owner need not pay or process any payment request for retainage if Contractor has, in whole or in part, failed to cooperate with Owner in the development of the list or failed to perform its contractual responsibilities, if any, with regard to the development of the list or if Section 255.078 (6), Florida Statutes (2007) or any successor statute thereto applies.

6.04 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

- 7.01 All payments due for the Work as provided in Article 14 of the General Conditions and not made within the applicable time limits shall bear interest at the rate specified in Section 255.073 (4), Florida Statutes (2007) or any successor statute thereto.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions. See Appendix for Geotechnical Report.
 - E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. General Conditions.
 - 5. Supplementary Conditions.
 - 6. Specifications as listed in the Table of Contents of the Project Manual.
 - 7. Addenda (numbers 1 to 2, inclusive).
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - b. Documentation submitted by Contractor prior to Notice of Award.

9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed.
- b. Work Change Directives.
- c. Change Order(s).
- d. Purchase Order(s) with accompanying performance and payment bonds.
- e. Drawings.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

00500-8

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provisions

- A. WAIVER: The failure of either party to exercise any of its rights is not a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights. Oral modification or rescission of this Agreement by an employee or agent of either party, shall not release either party of its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof, or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

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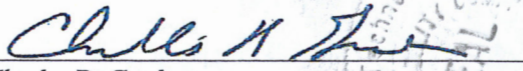
INSITUFORM TECHNOLOGIES, LLC

**PRESIDENT APPOINTMENT OF
CONTRACTING AND ATTESTING OFFICERS**

The undersigned, being the President of Insituform Technologies, LLC, a Delaware Limited Liability Company (the "Company"), and pursuant to the authority set forth in the Limited Liability Company Operating Agreement of the Company, hereby determines that:

1. Christlanda Adkins, Laura M. Andreski, Janet Hass, Jana Lause, Diane Partridge, Whitney Schulte, and Ursula Youngblood are appointed as Contracting and Attesting Officers of the Company, each with the authority, individually and in the absence of the others, subject to the control of the Board of Managers of the Company, to: (i) certify and attest to the signature of any officer of the Company; (ii) enter into and bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company; (iii) execute and to deliver documents on behalf of the Company; and (iv) take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.
2. Any person previously appointed or serving as a Contracting and Attesting Officer of the Company prior to the date hereof and who is not named above is hereby removed from any such appointment.

Dated: December 1, 2018



Charles R. Gordon
President



IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on June 18, 2019 (which is the Effective Date of the Agreement).

OWNER:

CLAY COUNTY UTILITY AUTHORITY

By: [Signature]
Tom Morris, Executive Director

Attest: [Signature]

Address for giving notices:

3176 Old Jennings Road
Middleburg, Florida 32068

CONTRACTOR:

Insituform Technologies, LLC

By: [Signature]
Diane Partridge, Contracting and Attesting Officer

[CORPORATE SEAL]

Attest: [Signature]
Jane Hass, Contracting and Attesting Officer

Address for giving notices:

17988 Edison Avenue
Chesterfield, MO 63005

License No. GCG1510306

(Where applicable)

Agent for service of process:
Corporation Service Company

1201 Hays Street
Tallahassee, FL 32301

(If CONTRACTOR is a corporation or a Partnership, attach evidence of authority to sign.)

Designated Representative:

Name: Jim French, P.E.
Title: Chief Engineer
Address: 3176 Old Jennings Road
Middleburg, Florida 32068
Phone: (904) 213-2408
Facsimile: (904) 213-2469

Designated Representative:

Name: Brandt Curvel
Title: Project Manager
Address: 6966 Business Park Blvd.
Jacksonville, FL 32256
Phone: (904) 838-0090
Facsimile: (904) 292-3198

00500-10

CITY COUNCIL AGENDA ITEM

Memo Date: 12/05/2024
Agenda Date: 1/14/2025
Prepared By: Susan Lambert, Police Administrative Technician
Through: Evander Collier, Police Chief
Requested Action: Approve a Sole Source Resolution for Exemption from Competitive Bidding to purchase portable and mobile radios and programming services from Communications International for the Police Department and execute all applicable agreements for this purchase in the amount of \$598,284.

BACKGROUND:

The standard for digital Land Mobile Radio (LMR) radio is known as "P25", "APCO Project 25" and as the Electronics Industry Association/Telecommunications Industry Association "EIA/TIA-102" standard.

Developed by the Association of Public-Safety Communications Officials-International (APCO), Project 25 (P25) is a suite of standards for North American digital radio communications for federal, state and local public safety organizations, first responders and utilities, allowing for interoperable multi-agency communications during emergency situations. When it comes to public safety radio communications, first responders from different departments and jurisdictions need to be able to talk to each other without fail. If not, lives could be lost.

The Project 25 (P25) radio standard was developed so that everyone using public safety radios could talk to each other in real-time regardless of which department (police, fire or EMS) and jurisdiction they belong to and which vendor technology is used.

Department of the Interior (DOI) Radio Liaisons, DOI decided to adopt the P25 digital radio standard as the standard for all radio purchases. The DOI has also mandated that all radios/radio systems that carry law enforcement or public safety traffic comply with the EIA/TIA-102 standard which includes encryption capabilities/technologies.

Our current radios have become antiquated and parts are no longer being made to repair or replace needed parts used to make the radio function. The purchase of this equipment will allow us to become compliant with Federal and State standards (EIA/TIA-102).

Purchase from Communications International through a Sole Source Exemption to competitive purchase as standardization of police department radios is requested.

Communications International is the requested vendor because the radios must be the same type of radio to maintain inter-operability within the department and with Brevard County Emergency Management. This vendor has the programming information for the City's radios and can perform maintenance promptly due to the closeness of their

location in Rockledge. At this time, the police need to buy replacement radios from Communications International. The Police Department's quoted price is \$405,616 for the mobile radios and \$192,667.07 for the portable radios. This would bring the total amount to \$598,283.07. Funding for this purchase is through issuance of the Bank of America lease proceeds on December 18, 2024. A service contract is also required related to the radio purchases that will be under the City Manager's approval for the related programming. These services will be acquired through a separate PO. BAF #2025-021-T is necessary because the quote for the radios came in higher than the budget allotted for the Bank of America debt financing. It is attached to this agenda item for informational purposes even though this transfer is within the City Manager's approval authority.

This equipment is necessary in order to maintain interoperability with Brevard County and other surrounding agencies as well as to continue to use the backbone system.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

Budgeted? Yes

If not budgeted, is amendment / transfer attached? Yes

BAF#2025-021-T

Amount Requested	(\$81.00)
Account Number	<u>001-2101-521.52-00</u>
Account Name	<u>Law Enforcement Operating</u>

<u>Amount Requested</u>	<u>\$81.00</u>
<u>Account Number</u>	<u>001-2101-521.64-00 PDRREP</u>
<u>Account Name</u>	<u>Law Enforcement Operating</u>

Budgeted

Amount Requested	\$598,203
Account Number	<u>001-2101-521.64-00 PDRREP</u>
Account Name	<u>Law Enforcement Operating</u>

Total Project

Amount Requested	<u>\$598,283.07</u>
Account Number	<u>001-2101-521.64-00 PDRREP</u>
Account Name	<u>Law Enforcement/Machinery & Equipment</u>

PREVIOUS ACTION:

Council approved similar agenda items 21-787, 22-670 and 23-633.

RECOMMENDED MOTION:

Approve a Sole Source Resolution for Exemption from Competitive Bidding to purchase portable and mobile radios and programming services from Communications International for the Police Department and execute all applicable agreements for this purchase in the amount of \$598,284.

RESOLUTION NO. 2025-001

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

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular Meeting assembled on the 14 day of January, 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, CMC, City Clerk

EXHIBIT “A”

To Resolution No. 2025-001

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source, for the purchase of portable, mobile radios and equipment from Communications International. The current radio system that the Police Department uses is owned by Brevard County Emergency Management so the equipment being used must be of recommended by Brevard County Public Radio Systems to maintain interoperability communications between the City’s first responder departments and Brevard County.

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

Stockton Whitten
City Manager



City of Cocoa Budget Adjustment Form FY 2025- 021-T

SELECT ADJUSTMENT TYPE: Budget Transfer

REQUESTING DEPARTMENT #: 2101

DATE PREPARED: 12/17/24

'From' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
(\$ 81)	001-2101-521.52-00		Law Enforcement/Operating Supplies	\$ 5,889		(\$ 81)	\$ 5,366
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
(\$ 81)	TOTAL						

'To' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
\$ 81	001-2101-521.64-00	PDRREP	Law Enforcement/Machinery & Equipment	\$ 598,203		\$ 81	\$ 598,203
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
				\$ 5,889		\$ 0	
\$ 81	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is necessary because the quote that we received after the budget was adopted came in higher than the quote that we received for the CIP.
Agenda 24-216

City Council Approval Needed?

Yes. ☐

No. ☒

DATE APPROVED:

RESOLUTION #:

2025-001

City Council approval is needed for all transfers greater than \$75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

Susan Lambert
Digitally signed by Susan Lambert
Date: 2024.12.17 07:27:22 -05'00'

Zoie Badalov
Digitally signed by Zoie Badalov
Date: 2024.12.18 08:08:53 -05'00'

Requestor's Signature

Finance Approval Signature

Finance Director's Signature

Evander Collier
Digitally signed by Evander Collier
Date: 2024.12.17 16:17:55 -05'00'

Lora Howell
Digitally signed by Lora Howell
Date: 2024.12.18 08:19:41 -05'00'

Department Director's Signature

Deputy Fin. Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered:

Entered By:

Group #:



L3HARRIS TECHNOLOGIES, INC.

Communication Systems
221 Jefferson Ridge Parkway
Lynchburg, VA USA 24501-6952
Phone 1-800-368-3277

L3Harris.com

October 9, 2023

City of Cocoa
c/o Brian Dale
65 Stone St
Cocoa FL 32922

Subject: Communications International, Inc., L3Harris Authorized Service Center and Dealer & Sole Source Provider

This letter serves as written confirmation that Communications International, Inc. with offices in Vero Beach, Florida, is a L3Harris Dealer and Regional Center of Excellence-Elite Partner in good standing with L3Harris Technologies, Inc. As such, Communications International, Inc. is authorized to resell L3Harris Public Safety and Professional Communications products as outlined in the L3Harris dealer agreement.

Additionally, Communications International, Inc. is a L3Harris PSPC Authorized Service Center (ASC) and is trained and certified to service & repair L3Harris PSPC products. Any services or repairs provided on L3Harris PSPC products by parties who do not hold ASC certification will automatically void the product warranty.

In addition to the above, Communications International, Inc. is the sole authorized service provider for the City of Cocoa and their L3Harris communications equipment.

Please contact me if you have any questions.

Respectfully,

Phil McTigue

Phil McTigue
Sr Federal Channel Manager
COMMUNICATIONS SYSTEMS / L3HARRIS TECHNOLOGIES
Office +1-585-703-0441 / Mobile: +1-585-451-8992
L3Harris.com / phil.mctigue@L3Harris.com



Communications International, Inc.
2150 15th Ave
VERO BEACH, FL 32960

Quotation

Page	1 of 2
Quotation ID	QO0030268
Date	12/18/2024
Expiration date	01/21/2025
Terms	N45
Salesperson	Raymond Desmarais
Phone	(321) 636-9885
E-mail	rdesmarais@ask4ci.com

Bill to

Cocoa Police Department
Attn: Accounts Payable
65 Stone ST
COCOA, FL 32922

Delivery address

Cocoa Police Department
Attn: Accounts Payable
65 Stone ST
COCOA, FL 32922

Cocoa Police Department

Pricing provided as outlined in Brevard County Contract 6403

Price is reflective of Harris Price increase effective April 2024

Item	Description	Quantity	Price	Line Discount	Net Price	Extended Price
XS-PPS1M-NA	PORTABLE,XL-185P,7/8,PKP,BLK,US,NA	29.00	2,500.00	28%	1,800.00	52,200.00
XS-PL5K	FEATURE,PROFILE OTAP OVER-THE-AIR PRGM	29.00	395.00	28%	284.40	8,247.60
XS-PL8T	FEATURE, LTE	29.00	1,350.00	28%	972.00	28,188.00
XS-FW2X	OPERATION, LOAD NIFOG PERSONALITY	29.00	0.01	0%	0.01	0.29
XS-PL4F	Feature, P25 Phase 2 TDMA	29.00	275.00	28%	198.00	5,742.00
XS-PL8Y	Feature, Encryption Lite	29.00	0.01	0%	0.01	0.29
XS-PKG8F	FEATURE,256-AES,64-DES ENCRYPTION	29.00	785.00	28%	565.20	16,390.80
XS-P25ED	FEATURE PACKAGE, P25 AND EDACS TRUNKING	29.00	2,500.00	28%	1,800.00	52,200.00
XS-PL4L	FEATURE, SINGLE BAND 7/800	29.00	0.01	0%	0.01	0.29
XS-PA4K	BATTERY,LI-ION,HI-CAPACITY,4800MAH	58.00	195.00	28%	140.40	8,143.20
XS-NC8F	ANTENNA,WHIP,1/4 WAVE,762-870MHZ	29.00	45.00	28%	32.40	939.60
XS-AE4B	SPEAKER MICROPHONE,EMER BUTTON	29.00	255.00	28%	183.60	5,324.40
XS-HC3L	BELT CLIP,METAL	29.00	30.00	28%	21.60	626.40
XS-CH6F	CHARGER, SINGLE BAY +	29.00	250.00	28%	180.00	5,220.00



Quotation

Page 2 of 2
Quotation ID QO0030268
Date 12/18/2024
Expiration date 01/21/2025

Item	Description	Quantity	Price	Line Discount	Net Price	Extended Price
BM-PKGCL-XL	APP, BEON XL-200P/XL-185	29.00	365.00	28%	262.80	7,621.20
	Programming	29.00	44.00	0%	44.00	1,276.00
	Shipping	1.00	547.00	0%	547.00	547.00

Order Acceptance - Please sign below

Pre-tax Total \$192,667.07

Signature _____

Printed name _____

Date _____

***This quotation does not include tax
Applicable taxes will be calculated during invoicing***

Not an Invoice – Do Not Pay

By signing this quotation and/or submitting a purchase order pursuant to this quotation you acknowledge that you have read and agree to be bound by Communications International, Inc.'s terms and conditions of sale, service, and technical support. Orders may be subject to shipping & handling charges. All warranties are manufacturer's warranties. Terms and Conditions: www.ask4ci.com/termsandconditions

This proposal does not reflect (include) material/labor cost escalations beyond a standard inflationary rate (SIR) of 6.5%. We reserve the right to recover cost impacts above (SIR).
Equipment will be invoiced upon delivery.



Communications International, Inc.
2150 15th Ave
VERO BEACH, FL 32960

Quotation

Page	1 of 2
Quotation ID	QO0030753
Date	12/18/2024
Expiration date	01/21/2025
Terms	N45
Salesperson	Raymond Desmarais
Phone	(321) 636-9885
E-mail	rdesmarais@ask4ci.com

Bill to

Cocoa Police Department
Attn: Accounts Payable
65 Stone ST
COCOA, FL 32922

Delivery address

Cocoa Police Department
Attn: Accounts Payable
65 Stone ST
COCOA, FL 32922

Cocoa Police Department
Pricing provided as outlined in Brevard County Contract 6403
Price is reflective of Harris Price increase effective April 2024

Item	Description	Quantity	Price	Line Discount	Net Price	Extended Price
XT-MPS1M	MOBILE, XL-185M, SINGLE BAND	50.00	3,815.00	28%	2,746.80	137,340.00
XT-PL8Y	FEATURE, ENCRYPTION LITE	50.00	0.01	0%	0.01	0.50
XT-PL4F	FEATURE, PHASE 2 TDMA	50.00	275.00	28%	198.00	9,900.00
XT-PL5K	FEATURE P25 OTAP PROFILE	50.00	395.00	28%	284.40	14,220.00
XT-PKG8F	FEATURE, 256-AES, 64-DES ENCRYPTION	50.00	785.00	28%	565.20	28,260.00
XT-PL4L	FEATURE, SINGLE BAND, 7/800	50.00	0.01	0%	0.01	0.50
XT-P25ED	FEATURE PACKAGE, P25 & EDACS TRUNKING	50.00	2,500.00	28%	1,800.00	90,000.00
XT-MA4A	KIT, MOUNTING XL-MOBILE UNIVERSAL	50.00	495.00	28%	356.40	17,820.00
XT-MC6A	MICROPHONE, XL, STANDARD MOBILE	50.00	105.00	28%	75.60	3,780.00
XT-CP6A	CONTROL UNIT, XL-CH	50.00	1,850.00	28%	1,332.00	66,600.00
XT-AN6U	ANTENNA, BASE, STD ROOF MOUNT LOW LOSS	50.00	80.00	28%	57.60	2,880.00
XT-AN8D	ANTENNA, ELEMENT, 700/800 3DB	50.00	100.00	28%	72.00	3,600.00
	Programming	50.00	44.00	0%	44.00	2,200.00
	Shipping	1.00	815.00	0%	815.00	815.00



Quotation

Page 2 of 2
Quotation ID QO0030753
Date 12/18/2024
Expiration date 01/21/2025

Item	Description	Quantity	Price	Line Discount	Net Price	Extended Price
	Install Rear Mount Standard Vehicle	50.00	470.00	0%	470.00	23,500.00
	Remove Rear Mount Standard Vehicle	50.00	94.00	0%	94.00	4,700.00

Pre-tax Total	\$405,616.00

Order Acceptance - Please sign below

Signature _____
Printed name _____
Date _____

***This quotation does not include tax
Applicable taxes will be calculated during invoicing***

Not an Invoice – Do Not Pay

By signing this quotation and/or submitting a purchase order pursuant to this quotation you acknowledge that you have read and agree to be bound by Communications International, Inc.'s terms and conditions of sale, service, and technical support. Orders may be subject to shipping & handling charges. All warranties are manufacturer's warranties. Terms and Conditions: www.ask4ci.com/termsandconditions

This proposal does not reflect (include) material/labor cost escalations beyond a standard inflationary rate (SIR) of 6.5%. We reserve the right to recover cost impacts above (SIR).
Equipment will be invoiced upon delivery.

CITY COUNCIL AGENDA ITEM

Memo Date: 12/09/2024
Agenda Date: 1/14/2025
Prepared By: Susan Lambert, Police Administrative Technician
Through: Evander Collier, Police Chief
Requested Action: Approve a Resolution Amending the FY25 Budget, BAF#25-020-A, for the Acceptance of Grant Revenue 15PBJA-24-GG-04542-JAGX Bureau of Justice Assistance Grant (JAG) local solicitation, in the amount of \$15,653 and Approve the Expenditures for Overtime and Recruitment Supplies.

BACKGROUND:

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) administered by the Department of Justice (DOJ) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system. The City of Cocoa Police Department intends to use JAG funds to address violent crime in the community. Specifically, the Cocoa Police Department is looking to use these funds as part of a dual short-term and long-term strategy, focusing on overtime detail, hiring and the procurement of recruitment promotional materials as a long-term solution. This is a two-year grant which began on 10/1/2023 and expires on 9/30/2025

On November 12, 2024 Council approved an agenda item ex post facto (item number 24-617) allowing the Grant's writer to apply on the Department's behalf for the local solicitation for the 2024 Justice Assistance Grant (JAG). There were two due dates, one being October 16, 2024 in Grants.gov and the other being October 22, 2024 at 8:59p.m. on the JustGrants website. Access to these two portals is limited, and only the Grants Writer has access to both to be able to apply before these deadlines. The Grants Writer also operates as the Authorized Official for the grant agreement, due to JustGrants' limited access.

On December 4, 2024, the Office of Justice Programs (OJP) approved the application submitted by the City for an award under the funding opportunity entitled 2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$15,653.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

These funds are not budgeted and an amendment and a resolution is attached.

Amount Requested: \$14,000
Account number: 001-2100-521.14-00 GR2503
Account name Overtime

Amount Requested: \$1,653
Account number: 001-2100-521.48-01 GR2503
Account name Promotional activities

Source of Funds JAG Grant 15PBJA-24-GG-04542-JAGX
001-0000-331.20-32 GR2503 \$15,563

PREVIOUS ACTION:

Council previously approved application under agenda item 24-617. Additionally, Council approved a similar agenda item last fiscal year under item number 23-613.

RECOMMENDED MOTION:

Approve a Resolution Amending the FY25 Budget, BAF#25-020-A, for the Acceptance of Grant Revenue 15PBJA-24-GG-04542-JAGX Bureau of Justice Assistance Grant (JAG) local solicitation, in the amount of \$15,653 and Approve the Expenditures for Overtime and Recruitment Supplies.



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF COCOA 65 STONE ST
City, State and Zip:	COCOA, FL 32922
Recipient UEI:	NY71W5M2KSR7
Project Title: Overtime & Hiring	Award Number: 15PBJA-24-GG-04542-JAGX
Solicitation Title: BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation	
Federal Award Amount: \$15,653.00	Federal Award Date: 12/4/24
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:	Grant
Opportunity Category: O	
Assistance Listing: 16.738 - Edward Byrne Memorial Justice Assistance Grant Program	
Project Period Start Date: 10/1/23	Project Period End Date: 9/30/25
Budget Period Start Date: 10/1/23	Budget Period End Date: 9/30/25
Project Description: The City of Cocoa Police Department intends to use JAG funds to address violent crime in the community. Specifically, the Cocoa Police is looking to use funds as part of a dual short-term and long-term strategy, focusing on overtime detail and hiring.	

Award Letter

December 4, 2024

Dear Connor Williams,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF COCOA for an award under the funding opportunity entitled 2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$15,653.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen

Acting Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

NEPA Coordinator

First Name

Orbin

Middle Name

no value

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

CITY OF COCOA

UEI

NY71W5M2KSR7

Street 1

65 STONE ST

Street 2

City

COCOA

State/U.S. Territory

Florida

Zip/Postal Code

32922

Country

United States

County/Parish

no value

Province

no value

Award Details

Federal Award Date

12/4/24

Award Type

Initial

Award Number

15PBJA-24-GG-04542-JAGX

Supplement Number

00

Federal Award Amount

\$15,653.00

Funding Instrument Type

Grant

Assistance Listing Number	Assistance Listings Program Title
16.738	Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

[] I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Awarding Agency

QJP

Program Office

BJA

2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

Application Number

GRANT14282685

Grant Manager

Patrick Fines

Phone Number

202-598-7516

E-mail Address

Patrick.Fines@usdoj.gov

Project Title

Overtime & Hiring

Performance Period Start

Date _____

10/01/2023

Performance Period End Date

09/30/2025

Budget Period Start Date

10/01/2023

Budget Period End Date

09/30/2025

Project Description

The City of Cocoa Police Department intends to use JAG funds to address violent crime in the community. Specifically, the Cocoa Police is looking to use funds as part of a dual short-term and long-term strategy, focusing on overtime detail and hiring.

☐ I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

☐ I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1

Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/documents/2002/07/02/00-18434/guidance-to-federal-financial-assistance-recipients-regarding-title-vi-prohibition-against-national-origin-discrimination-affecting-limited-english-proficient-persons>)

www.federalregister.gov/d/02-15207) and is incorporated by reference here.

Condition 2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 3

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements>.

Condition 4

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 5

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Condition 6

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Condition 7

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General,

Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

Condition 8

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Condition 9

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Condition 10

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 11

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 13

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 14

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Condition 15

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Condition 16

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Condition 17

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 18

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality

agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Condition 19

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

Condition 20

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

Condition 21

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 22

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Condition 23

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Condition 24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including

requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 25

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Condition 26

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 27

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 28

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

Condition 29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 30

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Condition 31

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 32

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 33

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

Condition 34

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 35

Body-worn cameras, policies and procedures

In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras or related expenses for any agency unless that agency has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline.

Condition 36

Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Condition 37

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

Condition 38

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

Condition 39

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Condition 40

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

Condition 41

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Condition 42

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

Condition 43

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

Condition 44

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

Condition 45

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

Condition 46

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

Condition 47

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

Condition 48

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

Condition 49

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

Condition 50

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Condition 51

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient.

Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

Condition 52

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

Condition 53

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: <https://bjapmt.ojp.gov/>. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (<https://bjapmt.ojp.gov/help/jagdocs.html>). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

Condition 54

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

Condition 55

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum - (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Condition 56

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

Condition 57

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

Condition 58

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such

evidence in any express written determination regarding this condition.

Condition 59

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

Condition 60

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

Condition 61

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

Condition 62

Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

Condition 63

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

Condition 64

Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than \$25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the period of performance for an award of less than \$25,000 will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

Condition 65

Withholding of funds for Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

Condition 66

Withholding of funds for Budget narrative or information

The recipient may not expend or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and an Award Condition Modification has been issued to remove this condition.

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Acting Assistant Attorney General	Brent J. Cohen	12/1/24 4:06 PM

Authorized Representative

[] no value

Entity Acceptance

Title of Authorized Entity Official
no value

Signed Date And Time
no value

RESOLUTION NO. 2025-003

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2025; 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, 2024, and ending on September 30, 2025, at a Regular meeting held on September 17, 2024; 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 2024-2025 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, at a Regular City Council meeting assembled on the 14th day of January 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, CMC, City Clerk



City of Cocoa Budget Adjustment Form FY 2025- 020-A

SELECT ADJUSTMENT TYPE: Budget Amendment

REQUESTING DEPARTMENT #: 2100

DATE PREPARED: 12/9/24

'From' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
\$ 15,653	001-0000-331.20-32	GR2503	Public Safety JAG 2024-24-GG-0452			\$ 15,653	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
\$ 15,653	TOTAL						

'To' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
\$ 14,000	001-2100-521.14-00	GR2503	Law Enforcement Overtime			\$ 14,000	
\$ 1,563	001-2100-521.48-01	GR2503	Promotional Activities			\$ 1,563	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
\$ 15,563	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

BAF is necessary to amend FY25 budget to accept and expend revenue for JAG grant 15PBJA-24-GG-04542-JAGX
Agenda# 24-223

City Council Approval Needed?

Yes.



No.



DATE APPROVED:

1/14/25

RESOLUTION #:

2025-003

City Council approval is needed for all transfers greater than \$75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

Susan Lambert
Digitally signed by Susan Lambert
Date: 2024.12.09 14:54:29 -05'00'

Requestor's Signature

Zoie Badalov
Digitally signed by Zoie Badalov
Date: 2024.12.18 08:28:54 -05'00'

Finance Approval Signature

Finance Director's Signature

Evander Collier
Digitally signed by Evander Collier
Date: 2024.12.17 16:17:16 -05'00'

Department Director's Signature

Lora Howell
Digitally signed by Lora Howell
Date: 2024.12.19 09:19:24 -05'00'

Deputy Fin. Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered:

Entered By:

Group #:

CITY COUNCIL AGENDA ITEM

Memo Date: 12/23/2024
Agenda Date: 1/14/2025
Prepared By: Zoie Badalov
Through: Rebecca Bowman, Finance Director
Requested Action: Review the total spending for the entirety of the SLFRF (ARPA) award and approve BAF 25-022-T. Transferring excess budget within Machinery and Equipment lines, back to the Annual Paving Project PW08SP.

BACKGROUND:

In Fiscal Year 2021 the City of Cocoa was awarded the Federal Grant “American Rescue Plan Fund” (ARPA), in the Amount of \$1,940,989.50. In Fiscal Year 2022 the City of Cocoa received the second payment, in the same amount for a total award of \$3,881,979. The grant allowed for spending in specific categories. The City Council chose to spend the grant proceeds by aiding small businesses, providing assistance to households, and purchasing necessary city equipment.

For almost four years now the Finance staff has been keeping track of the funds that were received through the use of project numbers ("projects") for reconciliation. With the grant requiring all funds be obligated by December 31, 2024, all funds are now either expended or fully committed through issuance of purchase orders. Attached is a summary of projects and related spending to show how the ARPA funding was utilized. The majority of spending was all assigned to projects through Council approval with the exception of the remaining uncommitted funds that rolled into FY 2025. At the City Council meeting on December 12, 2024. City Council granted the City Manager authorization to approve any budget transfers relating to the uncommitted ARPA grant proceeds to ensure the City remained in compliance with the grant requirements.

There was only one transfer done for the funds remaining. This includes the remaining budget for two completed projects and the funds from the unencumbered ARPA roll into FY 2025. The first project, AR24PV had remaining funds of \$9,234. The second Project AR24AC had remaining funds of \$1,165. The other remaining unencumbered funds totaled \$92,315 at the end of FY 2024. To utilize all of the ARPA funding by the December 31, 2024 deadline, a previous purchase of two vehicles using general fund dollars were reclassified to the ARPA fund. Through the reclassification of the purchases, general fund budget can now be allocated to replenishing the annual paving.

Attached is a summary of the projects that utilized the State and Local Fiscal Recovery Funds (ARPA) funding broken out by division. Along with this informational summary is an additional attachment of BAF #25-022-T to allocate the excess general fund budget (from the reclassification of vehicles to use ARPA funding) to annual paving. Approval of BAF #25-022-T will replenish some of the annual paving budget that was transferred in the December 12, 2024 meeting on Agenda 24-620 to the Range Road project that

came in at a higher cost than was estimated.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted? Yes

The annual paving project was originally budgeted at \$359,000 in FY 2025. Agenda 24-620 reallocated \$134,473 from the annual paving budget to the Range Road project. Reclassification of the two vehicles noted above enables replenishment of \$107,331 to the annual paving budget.

Source/Use of Funds

<u>Account Number</u>	<u>Amount</u>
001-2100-521.64-00	(\$60,958) AFBP21
001-3520-572.64-00	(\$46,373) CA2402
001-3510-541.63-00	\$107,331 PW08SP (Annual Street Paving Replenishment)

PREVIOUS ACTION:

Resolution 2024-700 approved BAF# 25-014-A and authorized City Manager to make any further budget transfers regarding SLFRF for the remainder of the FY 2025.

RECOMMENDED MOTION:

Review the total spending for the entirety of the SLFRF (ARPA) award and approve BAF 25-022-T. Transferring excess budget within Machinery and Equipment lines, back to the Annual Paving Project PW08SP.

American Rescue Plan Act (ARPA) Project Tracking

This is an overview of how all the funds assigned from the ARPA grant in FY21 and FY22 were spent. The City started with \$1,940,989.50 in FY21 and were awarded an additional \$1,940,989.50 in FY22 for a total allocation \$3,881,979. The projects below are what were funded over the years in account order by division. They were budgeted for using the following series of resolutions in chronological order; 2021-044, 2021-127, 2022-050, 2023-027, 2023-044, 2023-072, 2023-085, 2023-092, 2023-132, 2023-381, 2024-066, 2024-067, 2024-085, 2024-103, 2024-114, and the Budget workshops for FY22 and FY23. Anything listed as remaining to be spent is on a purchase order and encumbered per the ARPA Requirements. The remaining Unencumbered balances are representative of the amounts left from each project that did not sum up to be enough to move budgetarily in each fiscal year. Some project budgets are negative to compensate for this.

Project #	Project Description	Account	Total Budget	Total Expenditures	To Be Spent	Total Cumulative Spending	Remaining Unencumbered Balance
IT Division							
ARFW23	Critical IT Infrastructure	130-1203-516.64-15	\$ 18,450	\$ 18,450.00	\$ -	\$ 18,450.00	\$ -
AR4SRV	Critical IT Infrastructure	130-1203-516.64-15	\$ 204,645	\$ 204,645.00	\$ -	\$ 204,645.00	\$ -
AR23SH	Critical IT Infrastructure	130-1203-516.64-15	\$ 43,814	\$ 43,813.25	\$ -	\$ 43,813.25	\$ 0.75
AR23SV	Critical IT Infrastructure	130-1203-516.64-15	\$ 53,277	\$ 53,276.13	\$ -	\$ 53,276.13	\$ 0.87
AR4RNG	Critical IT Infrastructure	130-1203-516.63-00	\$ 129,193	\$ 129,194.41	\$ -	\$ 129,194.41	\$ (1.41)
Finance Division							
AR1WTR	City of Cocoa - Past Due Water Balances	130-1510-536.83-02	\$ 150,894	\$ 150,893.44	\$ -	\$ 150,893.44	\$ 0.56
General Operations Division							
AR4LAP	Laptops for JLS & Travis Park	130-1600-513.56-15	\$ 35,354	\$ 35,353.20	\$ -	\$ 35,353.20	\$ 0.80
AR1CHR	City Chromebooks	130-1600-513.56-15	\$ 5,920	\$ 5,920.00	\$ -	\$ 5,920.00	\$ -
AR3DIG	Digitize Records	130-1600-513.56-15	\$ 8,688	\$ 8,689.00	\$ -	\$ 8,689.00	\$ (1.00)
Police Division							
AR22PV	Police Vehicles (5)	130-2100-521.64-00	\$ 258,085	\$ 258,085.00	\$ -	\$ 258,085.00	\$ -
AR23PV	Police Vehicles (8)	130-2100-521.64-00	\$ 441,563	\$ 441,563.19	\$ -	\$ 441,563.19	\$ (0.19)
AR24PV	Police Vehicles (4)	130-2100-521.64-00	\$ 234,766	\$ 234,766.04	\$ -	\$ 234,766.04	\$ (0.04)
AR4CAP	Police Vehicle (1)	130-2100-521.64-00	\$ 56,341	\$ 56,343.14	\$ -	\$ 56,343.14	\$ (2.14)
Fire Division							
AR22TT	Fire Training Trailer	130-2201-522.64-00	\$ 60,724	\$ 60,724.00	\$ -	\$ 60,724.00	\$ -
AR22HM	M&E Heart Monitors	130-2201-522.64-00	\$ 98,253	\$ 98,252.50	\$ -	\$ 98,252.50	\$ 0.50
AR22PT	Fire Pumper Truck	130-2201-522.64-00	\$ 634,500	\$ 634,500.00	\$ -	\$ 634,500.00	\$ -
ARBT23	Fire Brush Truck	130-2201-522.64-00	\$ 62,705	\$ 62,705.00	\$ -	\$ 62,705.00	\$ -
Community Development Division							
AR1SAV	Sav-a-Lot	130-3230-559.83-01	\$ 475,000	\$ 475,000.00	\$ -	\$ 475,000.00	\$ -
AR1CMP	Boys & Girls Club/Open Door Concierge Scholarships	130-3230-559.83-03	\$ 20,000	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -
Public Works Division							
AR24RV	Public Works vehicle Replacement	130-3510-541.64-00	\$ 39,900	\$ 39,900.00	\$ -	\$ 39,900.00	\$ -
AR4CAP	Replacement Medium Duty Truck	130-3520-572.64-00	\$ 46,373	\$ 46,373.00	\$ -	\$ 46,373.00	\$ -
AR24AC	Other City AC Units	130-3560-519.64-00	\$ 37,815	\$ 7,197.00	\$ 30,618.00	\$ 37,815.00	\$ -
ARCU23	Condensing Unit PD	130-3560-519.64-00	\$ 44,958	\$ 44,958.00	\$ -	\$ 44,958.00	\$ -
AR1REP	HVAC - Porcher House	130-3560-519.64-00	\$ 5,310	\$ 5,310.00	\$ -	\$ 5,310.00	\$ -
ARVR23	Vibratory Roller Replacement	130-3560-519.64-00	\$ 47,744	\$ 47,744.00	\$ -	\$ 47,744.00	\$ -
Stormwater Division							
AR22SG	Stormwater Gradall	130-3570-538.64-00	\$ 495,175	\$ 495,174.20	\$ -	\$ 495,174.20	\$ 0.80
AR22DT	Stormwater Dump Truck	130-3570-538.64-00	\$ 172,532	\$ 172,531.50	\$ -	\$ 172,531.50	\$ 0.50
			\$ 3,881,979	\$ 3,851,361.00	\$ 30,618.00	\$ 3,881,979.00	\$ -
Break down of Spending By Fiscal year:							
	FY21	\$ 565,086	\$ 565,086.73			\$ 565,086.73	\$ (0.73)
	FY22	\$ 761,143	\$ 761,140.91			\$ 761,140.91	\$ 2.09
	FY23	\$ 1,055,321	\$ 1,055,319.90			\$ 1,055,319.90	\$ 1.10
	FY24	\$ 1,101,203	\$ 1,101,203.15			\$ 1,101,203.15	\$ (0.15)
	FY25	\$ 400,226	\$369,610.31	\$ 30,618.00		\$ 400,228.31	\$ (2.31)
Grand Total			\$ 3,882,979	\$ 3,852,361.00	\$ 30,618.00	\$ 3,882,979.00	\$ 0.00



City of Cocoa Budget Adjustment Form FY 2025- 022-T

SELECT ADJUSTMENT TYPE: Budget Transfer

REQUESTING DEPARTMENT #: FINANCE DATE PREPARED: 12/20/24

'From' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
(\$ 56,341)	001-2100-521.64-00	AFBP21	POLICE /MACHINERY & EQUIPMENT			(\$ 56,341)	
(\$ 4,617)	001-2100-521.64-00	AFBP21	POLICE /MACHINERY & EQUIPMENT			(\$ 4,617)	
(\$ 46,373)	001-3520-572.64-00	CA2402	PARKS & REC/MACHINERY & EQUIPMENT			(\$ 46,373)	
						\$ 0	
						\$ 0	
						\$ 0	
(\$ 107,331)	TOTAL						

'To' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
\$ 107,331	001-3510-541.63-00	PW08SP	RD & ST FACILITIES / INFRASTRUCTURE			\$ 107,331	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
\$ 107,331	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

ARPA funding was allocated to two vehicles that were FY25 expenses thereby reducing necessary budget for the vehicles (\$56,341 & \$46,373). Additional budget became available because police vehicle striping was completed at no cost (\$4,617). The Range Rd. street project, FY24 Agenda 24-620, used budget allocated to the annual street paving. This BAF reallocates the excess available budget from vehicles to annual street paving, replenishing most of the budget that was used to fund the Range Rd. project on FY25 Agenda# 24-254.

City Council Approval Needed?

Yes. ☒

No. ☐

DATE APPROVED: 1/14/24

RESOLUTION #:

City Council approval is needed for all transfers greater than \$75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

Zoie Badalov Digitally signed by Zoie Badalov
Date: 2024.12.20 11:56:37 -05'00'

Zoie Badalov Digitally signed by Zoie Badalov
Date: 2024.12.20 11:56:49 -05'00'

Rebecca Bowman Digitally signed by Rebecca
Bowman
Date: 2024.12.30 12:54:17 -05'00'

Requestor's Signature

Finance Approval Signature

Finance Director's Signature

Lora Howell Digitally signed by Lora Howell
Date: 2024.12.23 13:16:10 -05'00'

Department Director's Signature

Deputy Fin. Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered:

Entered By:

Group #:

CITY COUNCIL AGENDA ITEM

Memo Date: 01/08/2025
Agenda Date: 1/14/2025
Prepared By: Anthony Garganese, City Attorney
Through: Anthony Garganese, City Attorney
Requested Action: Approve Addendum to Telecommunication Tower Collocation Agreement with T-Mobile South LLC (Tank Island Site - Merritt Island)

BACKGROUND:

The City owns real property on Merritt Island along SR 520 commonly referred to as "Tank Island." The City maintains a water tank and facilities on the property to provide water service to the beaches. Many years ago, the City allowed a telecommunication tower to be installed on the Property for cell and data services. On June 10, 2008, the City Council approved a Collocation Agreement with T-Mobile to permit T-Mobile to collocate their facilities on the tower for a term of five years with successive 5 year renewal terms until the last renewal term expired on June 9, 2023. Upon expiration of the Agreement, T-Mobile has remained on the tower in annual increments pending negotiations with T-Mobile to formally extend the Agreement. The City Attorney and Utilities Director negotiated a Second Addendum to Collocation agreement which extends the term for five additional years, with the option to extend for three additional five year terms. In addition, the monthly rent is increased from the current rent of \$1,375 per month to \$2,200 per month for the first five years under the Second Addendum. Every five years thereafter the lease amount will increase by 19% which is the approximate cumulative CPI over a five year period based on an average CPI of 3.5%. Additionally, T-Mobile has agreed to pay the City \$2,000 to true up the rent increase which was owed during the approximate last 16 months of the current term.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure
Organizational Effectiveness

BUDGETARY IMPACT:

The Second Addendum results in the City receiving an additional \$9,900 per year in rent proceeds for the first 5 year term extension under the Second Addendum. The annual rent amount from this collocation will be \$26,400 per year for the first 5 year term. The City will also receive payment from T-Mobile in the amount of \$2,000 to true up the rent for the past 16 months. The City also receives rent from the main telecommunications carrier that maintains the tower under a separate Main Tower Lease.

Budgeted? Yes. Revenues received from Telecommunication companies leasing City property for cell towers is accounted for in the annual City budget.

PREVIOUS ACTION:

The City Council approved a lease agreement with Bell South Mobility on May 26, 1998 to permit Bell South to construct a 120' free standing communications monopole tower on the property (Main Tower Lease).

The City Council later approved a Collocation Agreement with T-Mobile South LLC, dated June 10, 2008, as amended by the Addendum dated December 12, 2008, to install antennae equipment on the tower and property (Collocation Lease).

RECOMMENDED MOTION:

Approve Addendum to Telecommunication Tower Collocation Agreement with T-Mobile South LLC (Tank Island Site - Merritt Island)

SECOND ADDENDUM TO TELECOMMUNICATIONS TOWER COLLOCATION AGREEMENT

THIS SECOND ADDENDUM TO TELECOMMUNICATIONS TOWER COLLOCATION AGREEMENT (“Second Addendum”), is entered into effective as of this ____ day of _____, 2025 (“**Effective Date**”), by and between the **CITY OF COCOA, FLORIDA**, a Florida municipal corporation, (together with its successors and assigns, hereinafter “**Lessor**” or “**City**”) and **T-MOBILE SOUTH LLC**, a Delaware limited liability company, (together with its successors and assigns (hereinafter “**Tenant**”).

WHEREAS, Lessor and Tenant entered into that Telecommunications Tower Collocation Agreement dated June 10, 2008, and that certain Addendum dated December 12, 2008, to amend the T-Mobile Lease Area (hereinafter the “**Agreement**”); and

WHEREAS, Lessor and Tenant acknowledge that the last five (5) year renewal term expired on June 9, 2023 and that Tenant has been allowed by the City to continue to use of the Property in additional one (1) year term increments in accordance with Section 5.0 of the Agreement; and

WHEREAS, Lessor and Tenant desire to amend the terms and conditions of the Agreement to provide additional renewal terms as more specifically stated herein; and

WHEREAS, the Lessor and Tenant agree that this Second Addendum to the Agreement is in the best interest of the parties and the public health, safety, and welfare of the citizens of the City of Cocoa, Florida.

NOW THEREFORE, in consideration of the foregoing Recitals which are incorporated herein by this reference, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Tenant hereby agree as follows:

1. Paragraph 3.0 of the Agreement is hereby amended and replaced in its entirety as follows:

Commencing on the Effective Date of this Second Addendum, the Collocation Agreement is extended for an additional term of five (5) years. Provided that TENANT is not in default as set forth in paragraph 22.0 of its Collocation Agreement and LESSOR has not terminated this Collocation Agreement pursuant to paragraph 34.0, TENANT shall have the option to extend this Collocation Agreement for three (3) additional five (5) year terms, and such extensions shall automatically occur unless TENANT gives Lessor written notice of its intention not to extend this Collocation Agreement at least six (6) months prior to the end of the current term.

2. Paragraph 4.0 of the Agreement is hereby stricken in its entirety and replaced as follows:

City of Cocoa/ T-Mobile South LLC

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Commencing on Effective Date, TENANT shall pay to LESSOR monthly rent of **TWO THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$2,200.00)**, plus applicable taxes, to be paid on the first day of each calendar month, in advance, made payable to the CITY OF COCOA or such other person, firm, or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. At the commencement of each five (5) year renewal term, the monthly rental amount for the five (5) year renewal period shall be increased by nineteen percent (19%), which the Parties agree is the approximate cumulative CPI over a five-year period based on an average CPI of 3.5%.

3. Paragraph 5.0 of the Agreement is hereby stricken in its entirety and replaced as follows:

If at the end of the third (3rd) five (5) year extension term provided under the Second Addendum, this Collocation Agreement has not been terminated by either party by giving to the other party written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Collocation Agreement shall continue in force upon the same covenants, terms, and conditions for an additional term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate, with or without cause, at least six (6) months prior to the end of such term. Monthly rental for this period shall be equal to the rent required to be paid for the last month of the third (3rd) five (5) year extension term, plus ten percent (10%) of that rental amount.

4. Paragraph 31.0 is hereby stricken in its entirety and replaced with the following:

31.0 Sovereign Immunity. The LESSOR 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 possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the LESSOR's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the LESSOR's potential liability under state or federal law, and the cap on the amount and liability of the OWNER for damages, regardless of the number or nature of claims in tort, equity, or contract, may not exceed the dollar amount set in 768.28, Florida Statutes for tort. TENANT agrees that LESSOR shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, LESSOR shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars (\$300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which

would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

5. The Agreement is hereby amended by adding the following new section 36.0 as follows:

36.0 Documents - Public Records. It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the TENANT and its independent contractors and associates related directly or indirectly, to this Collocation Agreement, may be deemed to be a Public Record whether in the possession or control of the LESSOR or the TENANT. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the TENANT is subject to the provisions of Chapter 119, Florida Statutes, as applicable, and may not be destroyed without the specific written approval of the LESSOR's City Manager. Upon request by the LESSOR, the TENANT shall promptly supply copies of said public records to the LESSOR. All books, cards, registers, receipts, documents, and other papers in connection with this Collocation Agreement shall at any and all reasonable times during the normal working hours of the TENANT be open and freely exhibited to the LESSOR for the purpose of examination and/or audit. Failure by TENANT to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Collocation Agreement by the LESSOR upon delivery of a written notice of cancellation. If TENANT fails to comply with this Section, and the LESSOR must enforce this Section, or the LESSOR suffers a third-party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to TENANT's failure to comply with this Section, the LESSOR shall collect from TENANT prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against TENANT. And, if applicable, the LESSOR shall also be entitled to reimbursement of all attorneys' fees and damages which the LESSOR had to pay a third party because of the TENANT's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Collocation Agreement.

Notwithstanding the foregoing, The TENANT acknowledges that the LESSOR is a Florida municipal corporation and subject to the Florida Public Records Law. TENANT agrees that to the extent that such Public Records Law is applicable to this Collocation Agreement and any document produced by TENANT under this Collocation Agreement constitutes a Public Record; TENANT shall comply with the Florida Public Records Law.

IF THE TENANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TENANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8488, City Clerk's Office, 65 Stone Street, Cocoa, Florida 32922, or cityclerk@cocoafl.org.

6. **Payment of Past Due Amount.** The parties acknowledge and agree that the last five (5) year renewal period under the Agreement expired on June 9, 2023, and that TENANT has continued to use the Property for the past sixteen (16) months without increasing the monthly rental amount by ten (10) percent as required by Paragraph 5 of the Agreement. In order to settle and pay the past due amount owed to the LESSOR, TENANT shall pay LESSOR **TWO THOUSAND AND 00/100 DOLLARS (\$2,000.00)** Within thirty (30) days of the Effective Date.

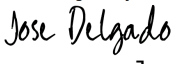
7. **Remaining Terms and Conditions.** All other terms and conditions contained within the Agreement not otherwise specifically amended by this Second Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Addendum on the date written below their signatures.

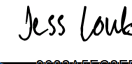
WITNESSES:

DocuSigned by:

 88273C61DE14412
 Print Name: Mariteri Prieto

DocuSigned by:

 9F7D054B91E476
 Print Name: Jose Delgado

T-MOBILE SOUTH LLC (TENANT)

DocuSigned by:

 9682A3FC2FB3400...
 Print Name/Title Above: Jess Louk Director, E&O

Date: 12/19/2024



CITY OF COCOA, FLORIDA (LESSOR):

Michael C. Blake, Mayor
 Date: _____

ATTEST:

Monica Arsenault, CMC, City Clerk
 City of Cocoa/T-Mobile South LLC
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**TELECOMMUNICATIONS TOWER
COLLOCATION AGREEMENT**

THIS TELECOMMUNICATIONS COLLOCATION AGREEMENT ("Collocation Agreement") is made this 10th day of June, 2008, between the **CITY OF COCOA**, a Florida Municipal Corporation, who address is 603 Brevard Avenue, Cocoa, Florida 32922, hereinafter designated LESSOR, and **T-MOBILE SOUTH LLC**, a Delaware limited liability company, with offices at 3407 W. Dr. Martin Luther King Boulevard., Tampa, Florida 33607, hereinafter designated TENANT.

RECITALS:

WHEREAS, by dedication deed from the Trustees of the Internal Improvement Fund of the State of Florida, dated November 20, 1963 and recorded in the Public Records of Brevard County, Florida, Book 638, Page 801, LESSOR owns, supervises, and controls, for public purposes, the portion of real property that is the subject of this Collocation Agreement; and

WHEREAS, LESSOR entered into that certain Option and Lease Agreement with Bell South Mobility, LLC ("BellSouth"), dated May 26, 1998 regarding the construction, operation and maintenance of a telecommunications tower, antennas and related appurtenances for purposes of providing wireless telecommunications services on certain real property owned by LESSOR; and

WHEREAS, BellSouth constructed a one hundred twenty foot (120') free standing communications monopole ("Tower") which is designed with spaces for other wireless telecommunications providers to collate their antennas and related appurtenances on LESSOR's real property; and

WHEREAS, TENANT desires to collocate on the Tower and lease a portion of LESSOR's real property for purposes of operating and maintaining communication equipment and related facilities; and

WHEREAS, Section B.7.2 of LESSOR's Option and Lease Agreement with BellSouth provides that BellSouth may permit other wireless telecommunications providers to collocate antennas and related appurtenances on the LESSOR's real property provided the other providers execute an agreement with LESSOR which are substantially similar to those of the Option and Lease Agreement; and

WHEREAS, LESSOR desires to lease the real property to TENANT for the public and private purposes stated herein consistent with the requirements of the Option and Lease Agreement.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the LESSOR and TENANT agree as follows:

1.0 Recitals. The foregoing recitals are hereby deemed true and correct and are fully incorporated herein by this reference.

2.0 Real Property. LESSOR hereby leases to TENANT that certain portion of real property, containing approximately 345 square feet (a 23' by 15' area), a portion of Property Folio #24-373200-250, Brevard County, State of Florida, for the installation and maintenance of a telecommunications antenna and related appurtenances, together with the right to utilize an existing twenty foot (20') wide non-exclusive easement for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks. TENANT's 345 square foot area is depicted and legally described in **Exhibit "A"** as "T-Mobile Lease Area," attached hereto and fully incorporated herein by this reference. Further, the twenty foot (20') wide easement area is depicted in **Exhibit "A"** as "20' wide gravel drive." Said T-Mobile Lease Area and non-exclusive right of ingress and egress shall be hereinafter referred to as "Lease Property". LESSOR shall cooperate with TENANT in TENANT's effort to obtain utility services along said Lease Property by signing such documents or easements as may be required by said utility companies and as may be lawfully signed by LESSOR to further the purpose of this Lease Agreement. All utilities to the Lease Property shall be separately metered in TENANT's name and paid for by TENANT. In the event any public utility is unable to use the aforementioned Lease Property, the LESSOR hereby agrees to grant an alternative twenty foot (20') right of way or utility easement either to the TENANT or to the public utility at no additional cost to the TENANT other than the rental amount stated in this Collocation Agreement.

3.0 Term. This Collocation Agreement shall be for an initial term of five (5) years beginning on the effective date of this Collocation Agreement. Providing TENANT is not in default as set forth in paragraph 22.0 of this Collocation Agreement and LESSOR has not terminated this Collocation Agreement pursuant to paragraph 34.0, TENANT shall have the option to extend this Collocation Agreement for two (2) additional five (5) year terms, and such extensions shall automatically occur unless TENANT gives LESSOR written notice of its intention not to extend this Collocation Agreement at least six (6) months prior to the end of the current term.

4.0 Monthly Rental Fee. TENANT shall pay to LESSOR monthly rent of **ONE THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$1,250.00)**, plus applicable taxes, to be paid on the first day of each calendar month, in advance, made payable to the **CITY OF COCOA** or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date.

5.0 Additional Extension to Term. If at the end of the second (2nd) five (5) year extension term, this Collocation Agreement has not been terminated by either party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Collocation Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate, with or without

cause, at least six (6) months prior to the end of such term. Monthly rental for this period shall be equal to the rent required to be paid for the last month of the second (2nd) five (5) year extension term, plus ten percent (10%) of that rental amount.

6.0 Use of Property. TENANT shall use the Lease Property for the purpose of installing, operating and maintaining a wireless telecommunications tower antenna and appurtenances incidental thereto, consisting of structures as necessary now or in the future to shelter telecommunications equipment and a generator (hereinafter referred to as "Communications Facility"). TENANT may at its discretion modify its antenna structure or structure(s) consistent with the Communications Facility allowed under this subparagraph. A security fence consisting of chain link construction or similar but comparable construction may, at the option of TENANT, be placed around the perimeter of the Lease Property (not including the twenty foot (20') ingress and egress right of way). All improvements shall be at TENANT's sole expense. Upon prior written approval of LESSOR, TENANT may temporarily use adjoining and adjacent land under LESSOR's control as is reasonably required during construction, installation, maintenance, and operation of the Communications Facility. At all times, TENANT will maintain the Lease Property in a good, safe and reasonable condition. It is understood and agreed that TENANT's ability to use the Lease Property is contingent upon its obtaining after the execution date of this Collocation Agreement, all of the certificates, permits and other approvals that may be required by any federal, state or local authorities. LESSOR shall cooperate with TENANT in its effort to obtain such approvals. LESSOR agrees to sign such papers as are customarily and reasonably required to file applications with the appropriate zoning authority and/or commission for the proper zoning of the Lease Property as required for the TENANT's intended use set forth in this subparagraph. TENANT will perform all other acts and bear all expenses associated with the zoning procedure. LESSOR agrees not to register any written or verbal opposition to the zoning procedures, providing TENANT's zoning request is consistent with this Collocation Agreement. Notwithstanding any other termination rights available to TENANT under this Collocation Agreement, TENANT, at its sole and absolute discretion, shall have the right to terminate this Agreement with ninety (90) days prior written notice to LESSOR and a lump sum payment to LESSOR in an amount equal to six (6) months rental at the rate in effect at the time of termination in the event TENANT fails to obtain the necessary zoning approvals. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Collocation Agreement shall become null and void and all the parties shall have no further obligations, including the payment of money, to each other. Except as provided in this paragraph 6.0, all other uses of the Lease Property by TENANT are prohibited.

7.0 TENANT Indemnity and Hold Harmless. TENANT shall indemnify and hold harmless LESSOR from and against every demand, claim, cause of action, judgment and expense, including reasonable attorney's fees through all trial, administrative, post judgment, and appellate proceedings, and all loss and damage arising from any injury (including death) or damage to the person or property of TENANT or to the person or property of TENANT's agents, servants, employees, guests, invitees, or to any other person or personal property on the Lease Property, including, but not limited to, LESSOR's agents, servants, employees, guests, invitees and personal and real property; (i) where the injury or damage is caused by any act or omission of TENANT, its

agents, servants, employees or any other person entering upon the Lease Property under express or implied invitation of TENANT; (ii) where the injury or damage results from the violation created by TENANT, its agents, servants, or employees, of any law, ordinance or governmental order of any kind, or of the provisions of this Lease Agreement; and (iii) where the injury or damage is in any way related to or connected with the conduct of TENANT's use and occupancy of the Lease Property.

7.1 Indemnification Condition. This indemnification shall obligate the TENANT to defend at its own expense or to provide for such defense, at the option of the LESSOR, as the case may be, of any and all claims, liability and all suits and actions of every name and description that may be brought against the LESSOR or its employees and officers which may result from TENANT's use and occupancy of the Lease Property, except, however, such claims or damages as may be due or caused by the LESSOR, or its servants or agents. Such indemnification shall be satisfied within the policy limitations by the existence of the insurance coverage required by this Collocation Agreement. For any claim in excess of the policy limitations specified in this Collocation Agreement, or for any claim which is excluded from the policy required in this Collocation Agreement, this TENANT may be subject to any legal or equitable proceedings arising from this indemnity.

8.0 Insurance. TENANT shall maintain in force, at all times during the term of the Collocation Agreement, and at its sole cost and expense, a Commercial General Liability or Business Owner Liability insurance policy with a single limit, per occurrence, for bodily injury and property damage of not less than **ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00)** and with the City of Cocoa named as an additional insured as its interests may appear from time to time and shall submit proof of same prior to occupancy and thereafter upon request of the LESSOR. Failure on the part of TENANT to maintain the required liability insurance shall constitute a material breach of the terms of this Collocation Agreement. Certificates of insurance for any such insurance policy required to be obtained by TENANT in compliance with this paragraph shall be filed and maintained with the LESSOR annually during the term of the Collocation Agreement or filed more frequently at such time TENANT changes insurers, or if there is a cancellation of or reduction in coverage under TENANT's insurance policy. TENANT shall immediately advise the LESSOR of any claim or litigation that may result in liability to LESSOR.

9.0 Taxes. TENANT shall be responsible for making any necessary returns for and paying any and all property taxes separately levied or assessed against its improvements on the Lease Property. TENANT shall annually reimburse LESSOR as additional rent for any increase in real estate taxes levied against the Lease Property which are directly attributable to the improvements constructed by TENANT and are not separately levied or assessed against TENANT's improvements by the taxing authorities.

10.0 Removal of TENANT's Property Upon Termination. Upon termination of this Collocation Agreement, TENANT shall, within a reasonable period, remove all of its Communications Facilities and restore the Lease Property to its original above grade condition. At LESSOR's option when this Collocation Agreement is terminated and upon LESSOR's advance

written notice to TENANT, TENANT will leave the foundation and security fence to become property of LESSOR at no cost to LESSOR. If such time for removal causes TENANT to remain on the Lease Property after termination of this Collocation Agreement, TENANT shall pay rent at the then existing monthly rate or on the existing monthly pro-rate basis if based upon a longer payment term, until such time as the removal of the Communications Facilities are completed.

11.0 Future Sale or Lease of LESSOR's Property. Should the LESSOR, at any time during the term of this Collocation Agreement, decide to sell all or any part of its real property which includes the Lease Property to a purchaser other than TENANT, such sale shall be under and subject to this Collocation Agreement and TENANT's rights hereunder. LESSOR agrees not to sell, lease or use any other areas of the larger parcel upon which the Lease Property is situated for the placement of other communications facilities if such installation would cause material structural or regulatory interference to TENANT's ability to receive or transmit wireless communication services from TENANT's Communication Facilities located on the Lease Property.

12.0 Peaceful Enjoyment. LESSOR covenants that TENANT, on paying the rent and performing the covenants contained in this Collocation Agreement shall peaceably and quietly have, hold and enjoy the Lease Property.

13.0 Title to Property. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Lease Property and has full authority to enter into and execute this Collocation Agreement. LESSOR further covenants that there are no other liens, judgements or impediments of title on the Lease Property that would prohibit LESSOR from executing this Collocation Agreement.

14.0 Entire Agreement/Modifications. It is agreed and understood that this Collocation Agreement contains all agreements, promises and understandings between the LESSOR and TENANT and that no verbal or oral agreements, promises or understandings shall by binding upon either the LESSOR or TENANT in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Collocation Agreement shall be void and ineffective unless made in writing and signed by the parties.

15.0 Venue and Jurisdiction. This Collocation Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Florida. The parties hereto agree that the state or federal courts located in the State of Florida shall have exclusive jurisdiction over the parties and the subject matter of any litigation between the parties hereunder. For purposes of state court action, venue shall lie in Brevard County, Florida, and for purposes of federal court action, venue shall lie within Orlando, Florida.

16.0 Limited Assignment. This Collocation Assignment may not be sold, assigned or transferred at any time except to TENANT's principal, affiliates or subsidiaries of its principal or to any company upon which TENANT is merged or consolidated. As to other parties, this Collocation Agreement may not be sold, assigned or transferred without the written consent of the LESSOR,

such consent not to be unreasonably withheld, conditioned or delayed.

17.0 Notices. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or by a nationally recognized courier service, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

LESSOR: City of Cocoa
City Manager
603 Brevard Avenue
Cocoa, Florida 32922
Phone: (407) 639-7551
Fax: (407) 639-7575

TENANT: T-Mobile South LLC
Attn: Lease Administration
3407 W. Dr. Martin Luther King Boulevard
Tampa, Florida 33607
Phone: (813) 267-1059
Fax: (813) 348-2512

WITH COPIES TO: T-Mobile South LLC
12920 SE 38th Street
Bellevue, WA 98006
Attn: PCS Lease Administration

18.0 Binding Agreement. This Lease Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

19.0 Non-disturbance Instrument. At LESSOR's option, this Collocation Agreement shall be subordinate to any mortgage by LESSOR which, from time to time, may encumber all or part of the Lease Property, provided, however, every such mortgage shall recognize the validity of this Collocation Agreement in the event of a foreclosure of LESSOR's interest and also TENANT's right to remain in occupancy of and have access to the Lease Property as long as TENANT is not in default of this Collocation Agreement. TENANT shall execute in a timely manner whatever instruments as may reasonably be required to evidence this subordination clause. In the even the Lease Property is encumbered by a mortgage, the LESSOR, no later than thirty (30) days after this Collocation Agreement is executed, shall have obtained and furnished to TENANT a non-disturbance instrument in recordable form for each such mortgage.

20.0 Condemnation. If the whole of the Lease Property or such portion thereof as will make the Lease Property unusable for the purposes herein leased, are condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby

granted shall cease from the time when possession thereof is taken by public authorities, and rental shall be accounted for as between LESSOR and TENANT as of that date. Any lesser condemnation shall in no way affect the respective rights and obligations of LESSOR and TENANT hereunder. Nothing in this provision shall be construed to limit or affect TENANT's right to an award of compensation from the condemning authority of any eminent domain proceeding for the taking of TENANT's leasehold interest hereunder.

21.0 Title Policy; Title Defects. TENANT, at TENANT's option and expense, may obtain title insurance on the space leased herein. LESSOR shall cooperate with TENANT's efforts to obtain such title insurance policy by executing documents or, at TENANT's expense, obtaining requested documentation as required by the title insurance company. If title is found to be defective, LESSOR shall use diligent effort to cure the defects in title. At TENANT's option, should the LESSOR fail to provide requested documentation within thirty (30) days of TENANT's request, or fail to provide the Non-Disturbance instrument(s) as noted in Paragraph 19.0 of this Collocation Agreement, TENANT may withhold and accrue the monthly rental until such time as the requested document(s) is (are) received, or if title is found to be defective and LESSOR has failed to cure the defects within a reasonable period, TENANT may cancel this Collocation Agreement or cure the title defect at LESSOR's reasonable expense utilizing the withheld payments. In the event that the Lease Property are encumbered by a mortgage and the mortgage requires the consent of the Mortgagee to lease and/or improvements on the Lease Property, LESSOR shall provide TENANT with the prior written consent of the Mortgagee to this Collocation Agreement, as required under the terms of the mortgage. Should LESSOR fail to obtain the written consent of the Mortgagee, as required, TENANT, at TENANT's option, may withhold and accrue the monthly rental until such time as the consent is received, cancel the Collocation Agreement or cure the title defect at LESSOR's reasonable expense.

22.0 TENANT Default. If TENANT defaults in fulfilling any of the covenants of this Collocation Agreement and such default shall continue for sixty (60) days after TENANT's receipt of written notice from LESSOR specifying the nature of said default, or, if the said default so specified shall be of such a nature that the same cannot be reasonably cured or remedied within such sixty (60) day period, if TENANT shall not in good faith commence the curing or remedying of such default within such sixty (60) day period and shall not thereafter diligently proceed therewith to completion, then in any one or more of such events this Collocation Agreement shall terminate and come to an end as fully and completely as if such were the day herein definitely fixed for the end and expiration of this Lease Collocation and TENANT shall then quit and surrender the Lease Property to LESSOR as provided herein. Nothing herein will limit LESSOR's right to avail itself of any other remedies available at law or in equity.

22.1 LESSOR Default. If LESSOR defaults in fulfilling any of the covenants of this Collocation Agreement and such default shall continue for sixty (60) days after LESSOR's receipt of written notice from TENANT specifying the nature of said default, or, if the said default so specified shall be of such a nature that the same cannot be reasonably cured or remedied within such sixty (60) day period, if LESSOR shall not in good faith

commence the curing or remedying of such default within such sixty (60) day period and shall not thereafter diligently proceed therewith to completion, then in any one or more of such events this Collocation Agreement shall terminate and come to an end as fully and completely as if such were the day herein definitely fixed for the end and expiration of this Collocation Agreement. Nothing herein will limit TENANT's right to avail itself of any other remedies available at law or in equity.

23.0 Attorneys Fees. In connection with any litigation arising out of this Collocation Agreement, the prevailing party, whether LESSOR or TENANT, shall be entitled to recover all reasonable costs incurred including reasonable attorney's fees or services rendered in connection with any enforcement of breach of contract, including all trial, appellate, and post judgement proceedings.

24.0 Radon Gas. In accordance with Florida Law, the following statement is hereby made:

RADON GAS: Radon is a natural occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

25.0 Hazardous Substance.

25.1 LESSOR Indemnification. LESSOR shall hold TENANT harmless from and indemnify TENANT against and from any damage, loss, expenses or liability resulting from the discovery by any person of hazardous substance generated, stored, disposed of, or transported to or over the Lease Property by LESSOR, its agents, contractors, employees, or invitees, as long as such substance was not stored, disposed of, or transported to or over the Lease Property by TENANT, its agents, contractors, employees, or invitees. This indemnification shall obligate the LESSOR to defend at its own expense or to provide for such defense, at the option of the TENANT, as the case may be, of any and all claims, liability and all suits and actions of every name which may result from LESSOR'S use and occupancy of the Lease Property, except, however, such claims or damages as may be due or caused by the TENANT, or its servants or agents.

25.2 TENANT Representations/Warranties and Indemnification. TENANT represents and warrants that its use of the Lease Property will not generate any hazardous substance and that it will not, in violation of any applicable law or regulation, store or dispose on or near the Lease Property nor transport to or near the Lease Property, any hazardous substance. In the event TENANT breaches the aforementioned hazardous waste representation and warranty, TENANT shall immediately remove the hazardous substance and shall hold LESSOR harmless from and indemnify LESSOR against and from any

damage, loss, expenses, or liability, including reasonable attorneys fees, resulting from the discovery by any person of hazardous substance generated, stored, disposed of, or transported to or over the Lease Property by TENANT, its agents, contractors, employees, or invitees. The indemnification condition stated in paragraph 7.1 shall apply to the indemnification provided by TENANT pursuant to this subsection.

26.0 Counterparts. This Collocation Agreement shall be executed in three (3) counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same agreement.

27.0 Fitness for Use. LESSOR makes no warranties or representations as to the fitness of the Lease Property for the uses intended by the TENANT, whatsoever. Furthermore, LESSOR does not warrant or guarantee that the use or zoning of surrounding properties will not be of such a nature that could interfere with TENANT's use of the Lease Property during the term of this Collocation Agreement.

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

29.0 TENANT's Due Care. TENANT shall at all times exercise due care and shall install, operate, maintain, and repair the Communication Facility on the Lease Property using commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public or damage to the Lease Property and the surrounding real and personal property owned by LESSOR. The Lease Property shall be kept and maintained in a safe, suitable, substantial condition, and in good order and repair.

30.0 Agreement not Recordable. Neither this Collocation Agreement nor any notice of it shall be recorded in any public records.

31.0 Sovereign Immunity. Nothing contained herein shall be deemed a waiver, by either party, of the LESSOR's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the LESSOR's potential liability under state or federal law. As such, the LESSOR shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the LESSOR shall not be liable for any claim or judgment, or portion thereof, to any one person for more than one hundred thousand dollars (\$100,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of two hundred thousand dollars (\$200,000.00). This paragraph shall survive termination of this Collocation Agreement.

32.0 Waiver. Failure of the one party to insist upon performance by the other party of any

provision of this Collocation Agreement within any time period shall not act as a waiver of the one party's right to later claim a failure to perform on the part of other party.

33.0 Right to Refuse Admission to Property and to Eject. LESSOR reserves the right to refuse admission to the Lease Property to any person not known by LESSOR or properly identified; to eject any person from the Lease Property whose conduct may tend to be harmful to the safety and interests of the Lease Property, the surrounding real and personal property owned by LESSOR, and any tenant; to close any part of the Lease Property during any riot or other incident where the public health, safety, or welfare may be impaired.

34.0 LESSOR's use of Lease Property and Surrounding Property. TENANT hereby acknowledges that LESSOR uses the real property generally described as Property Folio #24-373200-250 for its regional water distribution system. TENANT further acknowledges that such use is vital to the public health, safety, and welfare of the region and also serves a national security interest in that LESSOR uses the real property to provide potable water to the Kennedy Space Center and Patrick Air Force Base. As such, TENANT's use of the Lease Property, as stated in paragraph 7.0, or any other use of the Lease Property whether or not in compliance with the terms of this Collocation Agreement, shall not damage or interfere in any way with the LESSOR's use of the real property (including the Lease Property) to operate, maintain, and repair the water distribution system located thereon. TENANT agrees to cease all such actions which interfere with LESSOR's use immediately upon actual notice of such interference by LESSOR.

34.1 Termination of Lease by LESSOR. LESSOR shall have the right to terminate this Lease Agreement, without penalty, if LESSOR determines, in its sole and absolute reasonable discretion, that the interference jeopardizes LESSOR's operation, maintenance, and repair of the aforementioned water distribution system, provided, however, in such case TENANT shall have no further obligation or liability beyond that incurred as of the termination date. LESSOR also, at all times during this Collocation Agreement, reserves the right to take any action it deems necessary, in its sole and absolute discretion, to operate, repair, maintain, alter, or improve the water distribution system located on the real property.

34.2 Termination by TENANT. Notwithstanding anything to the contrary in this Collocation Agreement, TENANT will have the right to terminate this Collocation Agreement upon ninety (90) days' written notice by Tenant if Tenant determines that the Lease Property or the Communications Facility are inappropriate or unnecessary for Tenant's operations for economic or technological reasons.

34.3. Interference. Tenant shall not use the Lease Property in any way which interferes with the use of the property by LESSOR or lessees or licensees of LESSOR with rights in the property prior in time to TENANT's (subject to Tenant's rights under this Collocation Agreement, including, without limitation, non-interference). Similarly, LESSOR shall not use, nor shall LESSOR permit its lessees, licensees, employees, invitees or agents to use, any portion of the property in any way which interferes with the operations of TENANT.

Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Collocation Agreement immediately upon written notice.

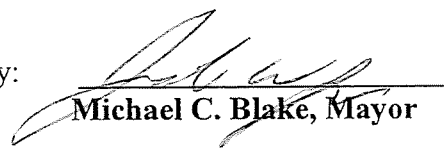
35.0 Headings. All headings in this Collocation Agreement are for convenience only and shall not be used to interpret paragraph numbers or construe its provisions. Any references in this Collocation Agreement to a whole number paragraph (e.g. 26.0) shall mean to include not only the whole number paragraph, but also any subparagraphs thereto (e.g. 26.1, 26.2, etc.).

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals.

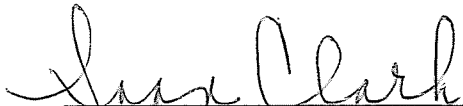
LESSOR:

**CITY OF COCOA, a Florida
Municipal Corporation.**

By:


Michael C. Blake, Mayor

ATTEST:


Joan Clark, City Clerk

TENANT:

T-Mobile South LLC

By: [Signature]
Print Name: Ann Brooks
Title: Interim Regional Development Director

Signed, seal and delivered
in the presence of:

[Signature]
Witness
Print Name Jan Go

[Signature]
Witness
Print Name Sherri Howe

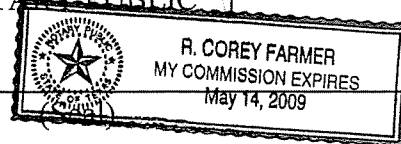
STATE OF ~~FLORIDA~~ Texas
COUNTY OF ~~HILLSBOROUGH~~ Collin

The forgoing instrument was acknowledged before me this 22nd day of May, 2008, by Ann Brooks, as Interim Director, Development, of T-MOBILE SOUTH LLC, who is personally known to me and who did (did not) take an oath.

[Signature]
NOTARY PUBLIC

My Commission Expires:

Print Name: _____



**ADDENDUM TO TELECOMMUNICATIONS
TOWER COLLOCATION AGREEMENT**

This **ADDENDUM TO TELECOMMUNICATIONS TOWER COLLOCATION AGREEMENT** ("Addendum"), is made and entered into this 12 day of December, 2008 by and between **THE CITY OF COCOA, FLORIDA** ("Lessor") and **T-MOBILE SOUTH LLC**, ("Tenant").

WITNESSETH:

WHEREAS, Lessor and Tenant entered into that Telecommunications Tower Collocation Agreement dated June 10, 2008 providing for Tenant to collocate an antenna and related appurtenances on Lessor's real property; and

WHEREAS, the Agreement incorporates by reference the location of Tenant's ground equipment on Lessor's real property; and

WHEREAS, Tenant was initially unable to secure building permits from Brevard County for its ground equipment in the location depicted in the Agreement due to an encroachment into Brevard County's fifty (50) foot shoreline buffer protection zone; and

WHEREAS, Tenant was subsequently able to obtain the necessary building permits from Brevard County to locate its ground equipment outside of the County's buffer zone; and

WHEREAS, Lessor and Tenant desire to amend the Agreement so as to reflect the new location of Tenant's ground equipment; and

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the sufficiency of which are acknowledged by the parties, the parties agree to amend the Agreement as follows:

1. **Recitals.** The foregoing recitals are hereby deemed to be true and correct and are fully incorporated herein by this reference.

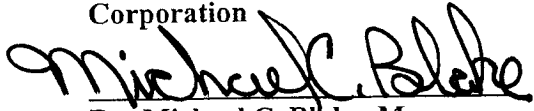
2. **T-Mobile Lease Area.** The "T-Mobile Lease Area," as referenced in Section 2.0 of the Agreement and depicted and legally described in Exhibit "A" to the Agreement, is hereby modified and shall be relocated to the location depicted and legally described in the **Exhibit "A,"** attached hereto and fully incorporated herein by this reference, as "T-Mobile Lease Parcel."

3. **Remaining Terms & Conditions.** All other terms and conditions of the Agreement not expressly modified herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the date first above written.

LESSOR:

CITY OF COCOA, a Florida Municipal Corporation


By: Michael C. Blake, Mayor

ATTEST:


By: Joan Clark, City Clerk

TENANT:

T-MOBILE SOUTH LLC

Mike Ackroyd

Print Name: Mike Ackroyd

Title: Director, Engineering & Operations

Signed, sealed and delivered in the presence of:

Theresa G. Brown
Witness

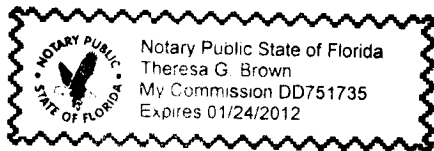
Print Name Theresa G. Brown

Margaret A. Skidmore
Witness

Print Name MARGARET A. SKIDMORE

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 14th day of November, 2008, by Mike Ackroyd, as Director, Eng & Ops of T-MOBILE SOUTH LLC, [] who is personally known to me or [] who has produced _____ as identification.



Theresa G. Brown
NOTARY PUBLIC, State of Florida

My commission expires: 1/24/2012

ADDENDUM TO TELECOMMUNICATIONS
TOWER COLLOCATION AGREEMENT

Page 3 of 3

PARENT PARCEL
(OFFICIAL RECORD BOOK 638, PAGE 801)

ALL THAT TRACT OF SUBMERGED LAND LYING IN THE NORTHWEST QUARTER (NW1/4) OF UNSURVEYED SECTION 32, TOWNSHIP 24 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, LYING WHOLLY WITHIN THE BANANA RIVER, BEING BORDERED ON THE SOUTH BY THE NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 520 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF GOVERNMENT LOT NO. 1, SECTION 31, TOWNSHIP 24 SOUTH, RANGE 37 EAST; THENCE RUN SOUTH 0°06' WEST ALONG THE WEST LINE OF LOT NO. 1, A DISTANCE OF 1489.4 FEET TO THE POINT OF INTERSECTION OF THE WEST LINE OF SAID LOT NO. 1 WITH THE CENTER LINE OF STATE ROAD NO. 520; SAID POINT OF INTERSECTION ALSO BEING STATE ROAD NO. 520 CENTER LINE STATION 195+91.9; FROM SAID POINT OF INTERSECTION RUN THENCE NORTH 89°22'30" EAST ALONG THE CENTER LINE OF STATE ROAD NO. 520, A DISTANCE OF 4018.1 FEET TO STATE ROAD NO. 520 CENTER LINE STATION 236+10; THENCE RUN NORTH 0°37'30" WEST PERPENDICULAR TO STATE ROAD NO. 520 CENTER LINE A DISTANCE OF 600 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 520 AND THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED:

FROM SAID POINT OF BEGINNING CONTINUE THENCE NORTH 0°37'30" WEST, A DISTANCE OF 500 FEET; THENCE RUN NORTH 89°22'30" EAST PARALLEL TO THE CENTER LINE OF STATE ROAD NO. 520, A DISTANCE OF 500 FEET, THENCE RUN SOUTH 0°37'30" EAST, A DISTANCE OF 500.00 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 520; THENCE RUN SOUTH 89°22'30" WEST ALONG SAID RIGHT OF WAY, A DISTANCE OF 500 FEET TO THE POINT OF BEGINNING. CONTAINING 5.75 ACRES, MORE OR LESS.

T-MOBILE LEASE PARCEL
(PREPARED BY THIS OFFICE)

THAT PART OF THE "CITY OF COCOA BEACH" PARCEL AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 638, PAGE 801 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING IN THE NORTHWEST QUARTER OF UNSURVEYED SECTION 32, TOWNSHIP 24 SOUTH, RANGE 37 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF GOVERNMENT LOT NO. 1, SECTION 31, TOWNSHIP 24 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA; THENCE SOUTH 00°06' WEST ALONG THE WEST LINE OF SAID GOVERNMENT LOT NO. 1 FOR 1489.4 FEET TO AN INTERSECTION WITH THE

CENTERLINE OF STATE ROAD NO. 520, SAID POINT OF INTERSECTION ALSO BEING STATE ROAD NO. 520 CENTERLINE STATION 195+91.9; THENCE NORTH 89°22'30" EAST ALONG SAID CENTERLINE FOR 4018.1 FEET TO STATE ROAD NO. 520 CENTERLINE STATION 236+10; THENCE NORTH 00°37'30" WEST, PERPENDICULAR TO SAID CENTERLINE FOR 600 FEET TO AN INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF SAID STATE ROAD NO. 520 AND THE SOUTHWEST CORNER OF THE "CITY OF COCOA BEACH" PARCEL AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 638, PAGE 801 OF THE PUBLIC RECORDS OF SAID BREVARD COUNTY; THENCE CONTINUE NORTH 00°37'30" WEST ALONG THE WESTERLY LINE OF SAID "CITY OF COCOA BEACH" PARCEL FOR 64.73 FEET; THENCE NORTH 89°22'30" EAST FOR 338.09 FEET TO THE NORTHWEST CORNER OF AN EXISTING 50 FOOT X 80 FOOT TOWER PARCEL; THENCE NORTH 89°40'14" EAST ALONG THE NORTHERLY LINE OF SAID TOWER PARCEL FOR 37.64 FEET; THENCE SOUTH 00°19'46" EAST FOR 0.65 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°28'37" EAST FOR 23.00 FEET; THENCE SOUTH 00°31'23" EAST FOR 15.00 FEET; THENCE SOUTH 89°28'37" WEST FOR 23.00 FEET; THENCE NORTH 00°31'23" WEST FOR 15.00 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 345 SQUARE FEET, MORE OR LESS.

CITY COUNCIL AGENDA ITEM

Memo Date: 12/19/2024
Agenda Date: 1/14/2025
Prepared By: Brian Dale, Purchasing Manager
Through: Rebecca Bowman, Finance Director
Requested Action: Approve a multi-year contract for Auction Services with George Gideon Auctioneers piggybacking off the Volusia County Agreement No. 24-B-184KW. Authorize the City Manager to execute any amendments and extensions.

BACKGROUND:

The City's Financial Operating Manual authorizes the disposal of surplus property through public auction. The auction method is the standard disposition method used by the City. Professional auctioneer services may be used to prepare and handle sales.

Staff requests that City Council approve a multi-year piggyback agreement with George Gideon Auctioneers based on Volusia County contract 24-B-184KW effective January 14, 2025 through November 19, 2027. Staff further requests that the City Manager be authorized to sign any amendment and/or extensions to this agreement through November 19, 2029.

George Gideon Auctioneers will conduct public auctions of City surplus property, primarily through their online auction website. The auctioneer will pick up surplus items from City facilities, transport them, and manage the auction process. The auctioneer will handle sales transactions, transfer titles (if applicable), and remit the sale proceeds to the City, minus applicable commissions.

Commission rates vary based on item type:

- Titled Items: 12.5%
- Non-titled Motorized Items: 15%
- Office Furniture and Equipment: 70%
- Heavy Equipment (including transportation): 15%
- Heavy Equipment (excluding transportation): 10%

There is no cost to the City for this service other than the deduction of commission from the sales proceeds. Proceeds will be deposited as revenue into either the General Fund (001), Utility Fund (421) or Stormwater Fund (423) based on the original Departmental ownership of property sold.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted? N/A

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

PREVIOUS ACTION:

RECOMMENDED MOTION:

Approve a multi-year contract for Auction Services with George Gideon Auctioneers piggybacking off the Volusia County Agreement No. 24-B-184KW. Authorize the City Manager to execute any amendments and extensions.



STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa**, a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with George Gideon Auctioneers, 2753 N. Hwy 441, Zellwood, FL 32798 (hereinafter referred to as the "Vendor " or "Contractor"), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered into a contract with Volusia County - FL, said contract being identified as: Auction Services, Contract No. 24-B-184KW. (referred to as the "Original Government Contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Auction Services, see Exhibit "A" – original contract.

1. The original government contract is incorporated herein by reference and is attached as **Exhibit A** to this Contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.
2. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

2.1. Entity Referenced:

Notwithstanding anything in **Exhibit A** to the contrary, the following terms shall be substituted throughout the Original Government Contract: Volusia County = City of Cocoa; Volusia County Code = Code of the City of Cocoa. Further, references to specifically identified Volusia County Codes, policies and procedures shall refer to similar and substantively equivalent Cocoa Codes, policies and procedures, if any.

2.2. Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties sign by and between the City of Cocoa, FL and George Gideon Auctioneers. The term of said agreement shall be for the period effective date of signature through 11/19/2027. Upon the mutual written consent of both parties, the Agreement may be renewed for two (2) additional terms of one (1) year, irrespective of the Original Government Agency's decision to renew the Original Government Contract. The Agreement shall continue until all outstanding Purchase Orders issued prior to the expiration of this Agreement have been either completed or terminated.

The City of Cocoa intends to utilize said agreement for Fiscal Years 2024 thru 2027 and shall not exceed the budgeted amount, any change orders to this amount must be approved by City Council.

2.3 Pricing and Payments:

The pricing under the Original Government Contract shall remain firm throughout the duration of this Agreement. Price increases agreed to by the Original Government Agency after the Effective Date of this Agreement shall not be binding upon the City of Cocoa unless an Amendment to this Agreement is properly executed by an authorized representative of the City of Cocoa. Payments shall be due and payable as provided by the Florida Local Government Prompt Payment Act s. 218.70 et. seq., Florida Statutes.

2.4 Insurance Requirements (As Applicable):

A. COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE

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

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than \$15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence and with a deductible amount not greater than \$1,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

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

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is \$15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than \$2,000,000 as the combined single limit for each occurrence and with a deductible not greater than \$5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

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

B. PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

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

C. ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

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

D. WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at \$250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

E. COMPREHENSIVE BUILDER RISK INSURANCE

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of \$2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

F. DURATION OF CONTRACTS-NAMED INSURED-S-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City.

2.5. E-Verify:

Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all employees hired on and after January 1, 2021. The CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit (**Exhibit B**). This must be completed prior to the City issuing any Purchase Orders or requesting services.

B. Subcontractors:

- (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
- (ii) Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
- (iii) Contractor shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

C. Failure to comply with this provision is a material breach of the Agreement and shall result in the immediate termination of the Agreement without penalty to the City. To the extent provided by Florida law, Contractor shall be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

2.6. Address change for the City of Cocoa:

Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoaf1.org.

2.7. Venue:

Notwithstanding anything in Exhibit "A" to the contrary, the venue of any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be in the Middle District of Florida, Orlando Division. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

2.8. Dispute Resolution:

Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs

with respect to any dispute resolution, including litigation.

2.9. Notice:

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

For Vendor	For City
George Gideon Auctioneers Attn: George Gideon 2753 N. Hwy 441 Zellwood, FL 32798 Phone: 407-886-2211 Email: onlinesales@ggauctions.com	City of Cocoa Attn: Stockton Whitten, City Manager 65 Stone Street Cocoa, FL 32922

2.10. Sovereign Immunity:

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

2.11. Indemnity:

In addition to any indemnity obligation required in the Original Government Contract and for purposes of Contractor's indemnification obligation only, Contractor shall indemnify the City for claims made by the employees of Contractor against the City, and Vendor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

2.12. Entities of Foreign Countries of Concern:

Contractor certifies, affirms, and herein represents that, if the Services involve access to an individual's personal identifying information, the Contractor is not: (a) owned by the government of a foreign country of concern; (b) the government of a foreign country of concern does not have a controlling interest in the Contractor's business; and (c) the Contractor is not organized under the laws of or have its principal place of business in a foreign country of concern. The terms "foreign country of concern" and "controlling interest" shall mean as defined by Section 287.138, Florida Statutes, as may be amended from time to time

3. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.
4. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

Entered this _____ day of _____

**GEORGE GIDEON
AUCTIONEERS**

George Gideon 12/19/24
Signature Date

Jason Gideon / Sales Manager
Name and Title

CITY OF COCOA

N/A

Signature Date

Stockton Whitten, City Manager
Name and Title

Signature Date

Michael Blake, Mayor
Name and Title

City Council Approval Required

- ☒ Yes (Approved by Mayor)
☐ No (Approved by City Manager)

Attest:

Monica Arsenault, CMC, City Clerk

Date: 11/19/2024		AGENDA ITEM		Item: E	
☐ Ordinance		☐ Resolution		☐ Budget Resolution	
☒ Other					
County Goals					
☐	More Efficient Regulatory Framework	☐	Increase Efficiency and Effectiveness of Government Operations	☐	Implement a Plan for Expanded Recreation
☐	Enhance Fiscal Stewardship	☒	Support a Solution-Oriented Culture	☐	NA
Department: Business Services Division: Purchasing					
Subject: Agreement for surplus property auction services with George Gideon Auctioneers, 24-B-184KW.					
Jeaniene Jennings Director Business Services Approved By: <i>Jeaniene Jennings</i> Department Approval		Pamela Wilsky Approved By: <i>Pamela Wilsky</i> Approved in Accordance with Purchasing Policies and Procedures		Legal Thomas Russell Brown Senior Assistant County Attorney Approved By: <i>Thomas Russell Brown</i>	
Pamela Wilsky Director Purchasing Approved By: <i>Pamela Wilsky</i> Division Approval		Aaron Van Kleeck Approved By: <i>Aaron Van Kleeck</i> Approved as to Budget Requirements		County Manager's Office Ryan Ossowski Chief Financial Officer Approved By: <i>Ryan Ossowski</i>	
Council Action:					
Modification:					
Fund Number(s):		Description:		Amount:	
999 Various		Net revenue from sale of surplus county-owned property (estimated \$1,785,000 gross with \$285,000 in commissions)		\$1,500,000.00	
Total Item Budget: \$1,500,000.00					
Staff Contact(s):				Phone:	Ext.
Jeaniene Jennings				386 822 5789	15789
Pamela Wilsky				386 822 5779	15779
Summary/Highlights: The county received four bids for surplus property collection and auction services, as detailed on the attached recommendation of award. Staff recommends award to George Gideon					

Auctioneers, Zellwood, Florida, for an initial term of three years with two one-year renewal options. All surplus property, including heavy equipment, will be collected, stored and sold by the Auctioneer. Annual revenue is estimated to be approximately \$1,785,000 while annual expenditures for commissions are estimated to be approximately \$285,000, with net revenue estimated as approximately \$1,500,000 annually.

A copy of the solicitation and their response is attached.

Recommended Motion: Approval.



COUNTY OF VOLUSIA, FLORIDA

TERMS AND CONDITIONS: ALL SUBMITTALS ACCEPTED BY THE COUNTY OF VOLUSIA ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE RESPONDENT ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. SOLICITATION DOCUMENTS FROM THE RESPONDENT LISTED HEREIN ARE THE ONLY SUBMITTALS RECEIVED TIMELY AS OF THE CLOSING DATE AND TIME. ALL OTHER SOLICITATION DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE

RECOMMENDATION OF AWARD

SOLICITATION NUMBER: 24-B-184KW
SOLICITATION TITLE: AUCTION SERVICES
SOLICITATION CLOSING DATE: SEPTEMBER 16, 2024

TIME: 3:00PM

	RESPONSE 1	RESPONSE 2	RESPONSE 3	RESPONSE 4
	George Gideon Auctioneers 2753 N HWY 441 Zellwood, FL 32798	Jeff Martin Auctioneers 5000 Oren Brown Road Kissimmee, FL 34647	JJ Kane Associates 33 Inverness Center Parkway Birmingham, AL 35242	Liquidity Services Operations LLC** 6931 Arlington Rd. Suite 460 Bethesda, MD 20814
Category	Proposed Commissions retained by Auctioneer			
Titles Items	12.5 %	Bid Withdrawn	15%	NON-RESPONSIVE
Non-Titled Motorized Items	15 %	Bid Withdrawn	15%	
Office Furniture And Equipment	70 %	Bid Withdrawn	50%	
Heavy Equipment, Including Transportation	15 %	Bid Withdrawn	15%	
Heavy Equipment, Excluding Transportation	10 %	Bid Withdrawn	14%	

**NON-RESPONSIVE due to failure to have required license
Opened by: Kathy Williams, Procurement Manager

Witnessed by: Shaira Resto, Procurement Manager

Tabulated by: Kathy Williams, Procurement Manager

Date Posted: 10/22/2024

County Council Agenda Date: 11/19/2024

Recommendation of Award (ROA): George Gideon Auctioneers

Approved by:

Pamela Wilsky

Pamela Wilsky, NIGP-CPP, CPPO, CPPB

Director of Purchasing and Contracts

E - 3

INVITATION FOR BID
24-B-184KW
AUCTION SERVICES

County of Volusia
123 W. Indiana Ave.
DeLand, FL 32720



RELEASE DATE: August 20, 2024

DEADLINE FOR QUESTIONS: September 3, 2024

RESPONSE DEADLINE: September 17, 2024, 3:01 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/volusia>

County of Volusia
INVITATION FOR BID
Auction Services

I.	Introduction.....
II.	Special Terms and Conditions
III.	Insurance Requirements
IV.	General Terms and Conditions.....
V.	Scope of Work
VI.	Sales Commission Rates.....
VII.	Vendor Questionnaire.....
VIII.	Definitions

Attachments:

A - EXHIBIT A - Required Types and Limits of Insurance

B - EXHIBIT B - Property List

C - EXHIBIT C - County Locations

D - EXHIBIT D - Tracking Ticket

E - Exhibit E - George Gideon Auctioneers Inc

F - Volusia_Hold_Harmless_Agreement(492425)

G - Prohibition_Against_Contingent_Fees(499042)

H - Volusia Human Trafficking Affidavit 08-07-2024 Solicitation Document

I - References_Form(499007) (1)

J - Volusia_Bid_Submittal_Form

1. Introduction

1.1. Summary

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed Bids for “Collecting, Transporting, Storage, and Auctioning Services” to dispose of Volusia County’s surplus property, including, but not limited to: office furniture, computers and related items, office equipment, office machines, office supplies, vehicles, selected heavy equipment, small to medium road maintenance motorized equipment, and miscellaneous items.

1.2. Background

In 2024, to date, titled vehicles and heavy equipment, tractors, mowers, jet skis, and trailers were sent to auction with gross sales of \$1,031,672.24. Non-titled items grossed \$41,334.00. Office equipment/supplies and other miscellaneous items grossed \$35,978.12 The County does not guarantee any amount of receipts. Any quantities listed in this ITB are provided for informational purposes only and in no way represent a guarantee of the amount of surplus property that will be available for sale.

The County of Volusia reserves the right to dispose of surplus property by means other than awarded vendor when deemed to be in the best interest of the County.

1.3. Contact Information

Kathy Williams

Procurement Manager

123 W. Indiana Avenue

Room 302

DeLand, FL 32720

Email: kwilliams@volusia.org

Phone: [\(386\) 626-6625](tel:(386)626-6625)

Department:

Purchasing and Contracts

1.4. Timeline

Release Solicitation Date	August 20, 2024
Question Submission Deadline	September 3, 2024, 11:59pm
Proposal Submission Deadline	September 17, 2024, 3:01pm

Solicitation Opening Date/Time	September 17, 2024, 3:01pm Microsoft Teams meeting Join on your computer, mobile app or room device https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting Meeting ID: 213 233 692 064 Passcode: gPYNoU Or call in (audio only) +1 386-456-3387,,628672925# United States, Daytona Beach Phone Conference ID: 628 672 925#

2. Special Terms and Conditions

2.1. Closing Date and Pre-Solicitation Conference

A. Invitation to Bid (ITB) Closing Date
Response must be received through the County's [eProcurement Portal](#) before 3:01 pm on Tuesday, September 17, 2024. Responses received after this time will not be considered.

B. No Pre-solicitation Conference will be held.

2.2. Authorized Official

The Invitation to Bid (ITB) response and all required forms must be submitted/signed by an official authorized to legally bind the Respondent to all Invitation to Bid (ITB) provisions. A Memorandum of Authority may be submitted, to document that the individual is authorized to commit the firm to a contract.

2.3. Definition of Responsive and Responsible for this Solicitation

Each Response shall be evaluated for conformance as responsive and responsible using the following criteria:

Criteria should be customized to fit your project.

- A. Proper submittal of ALL documentation as required by this NO VALUE. (Responsive)
- B. The greatest benefits to Volusia County as it pertains to: (Responsible)
 - 1. Commission Rates;
 - 2. Ability to provide on-line auction services;
 - 3. Location of facility within eighty (80) miles of Volusia County;
 - 4. Experience with public auctions for government entities in the State of Florida for a minimum of five (5) years;

5. Past Performance. In order to evaluate past performance, all Bidders are required to submit a list of three (3) references / relevant projects completed within the last three (3) years that are the same or similar in magnitude to this ITB. The County of Volusia shall not be listed as a reference;
6. Licensed in the State of Florida as an auto dealer.

Respondents are reminded that award may not necessarily be made to the respondent offering the highest commission rate. Rather, award will be made to the most responsive, responsible, Respondent whose Response represents the best overall value to the County when considering all evaluation factors.

2.4. Local Preference Availability

This project is not funded by monies that prohibit the local preference provision and local preference does apply per the General Terms and Conditions section Local Preference.

2.5. Payment Terms

1. The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the invoice(s) or receipt of all products or services ordered.
2. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.
3. The County has the capability of Electronic Funds Transfer (EFT). List any discounts for prompt payment and/or willingness to accept Electronic Funds Transfer (EFT) and the discount to be applied to such payments. Contractors offering prompt payment discounts, for example 1% - net 10, the discount shall be taken if the check issue date is within specified time period from date of invoice. By submitting a Response to the County of Volusia, Florida, the Respondent expressly agrees that, if awarded an Agreement, the County may withhold from any payment monies owed by the Respondent to the County for any legal obligation between the Respondent and the County, including, but not limited to, real property taxes, personal property taxes, fees, and commissions.

2.6. Award Term

The County is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Respondent shall be awarded an Agreement for an initial three (3) years term with the option for two (2) subsequent one (1) year renewals. All renewals will be contingent upon mutual written agreement and, when applicable, approval of County Council.

2.7. Termination

- A. County may terminate this Agreement upon at least thirty (30) days prior written notice to awarded Respondent.
- B. Awarded Respondent may terminate this Agreement upon at least ninety (90) days prior written notice to County.
- C. Upon receipt of notice of termination by the County from awarded Respondent or upon delivery of notice of termination from the County to Contractor, awarded Respondent shall:

1. Stop work under the Agreement on the date and to the extent specified in County's Notice of Termination;
 2. Inform County of the extent to which performance is completed;
 3. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the Work/Services under the Agreement as is not terminated and with the prior approval of the County; and,
 4. Assign to the County, in the manner, at the times, and to the extent directed by the County, all of the right, title and interest of the awarded Respondent under the orders and subcontracts so terminated.
- D. For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Section Award Term, Section Payment Terms and this Section Termination, the County shall cause payments to be made to awarded Respondent within forty five (45) days of receipt of invoice. Awarded Respondent shall invoice the County for any sums awarded Respondent claims to be owed by County under this Agreement for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within forty five (45) days.
- E. With the approval of the County and to the extent required by the County, the awarded Respondent shall, upon termination, settle all outstanding liabilities and all claims arising out of such termination. County's approval of such settlements shall be final for all the purposes of a termination under this Section Termination. In addition, awarded Respondent shall transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County, Deliverables, work-in-progress, reports, models, studies, and other materials produced as a part of, or acquired in connection with the performance of the Work/Services terminated.
- F. If awarded Respondent fails to cure a breach within ten (10) calendar days after receipt of notice from the County of said breach, the County may take over the Work/Services and complete the Work/Services, and the awarded Respondent shall be liable to the County for any increased cost of the Project reasonably incurred by the County to complete the awarded Respondent's unfinished Work/Services. As such, the County may apply unpaid Compensation due and owing to the awarded Respondent prior to the default as a set off against the costs incurred by the County for taking over such Work/Services.
- G. The right of termination provided to the County and the awarded Respondent herein shall be cumulative of all other remedies available at law.
- H. All provisions of this Agreement which impose or contemplate continuing obligations on a party will survive the expiration or termination of this Agreement.

2.8. Damages

Due to the nature of the services to be provided and the potential impact to the County for loss, the awarded Respondent cannot disclaim consequential or special damages related to the performance of this Agreement. The awarded Respondent shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or Subcontractors. There are no limitations to this liability.

3. Insurance Requirements

3.1. Required Types of Insurance.

The Contractor shall purchase and maintain at its own expense, during the term of the Agreement, the types and amounts of insurance with limits no less than those shown in the Required Types and Limits of Insurance Chart associated with this solicitation, in the form and from companies satisfactory to the County. The Required Types and Limits of Insurance Chart is a listing and general summary of insurance policies required and is not intended to be comprehensive as to the requirements of each specific policy. Contractors shall review the additional requirements in this section and ensure that the insurance policies comply with the specific terms and conditions therein.

For the purposes of indemnification of the County or an endorsement or insurance coverage under this Agreement/Contract under which the County is a “named insured”, “additional named insured”, or “additional insured”, the term “County” includes the County of Volusia (a body corporate and politic and a subdivision of the State of Florida), including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

The policy limits for all required policies in the Required Types and Limits of Insurance Chart shall apply separately from one another and shall not be shared with any other coverage line or reduce the aggregate limit of any other insurance coverage form required.

Regardless of anything submitted as proof of insurance, Contractor shall comply with all requirements as stated in the Solicitation and/or Contract documents.

3.2. Subcontractors and Independent Contractors.

All subcontractors & independent contractors utilized by Contractor to provide services to County and its employees under this Agreement/Contract shall be required to maintain all insurance policies with the same terms, conditions, and requirements required of the Contractor in the Required Types and Limits of Insurance Chart and described in this Solicitation.

3.3. Claims Made Basis Insurance Policies.

All insurance policies written on a Claims Made Form shall maintain a retroactive date prior to or equal to the effective date of the Agreement. The Contractor shall purchase a Supplemental Extended Reporting Period (“SERP”) with a minimum reporting period of not less than three (3) years in the event the policy is canceled, not renewed, switched to occurrence form, or any other event which requires the purchase

of a SERP to cover a gap in insurance for claims which may arise under or related to the Agreement. The Contractor's purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage. In addition, the Contractor shall require the carrier immediately inform the Contractor, the County Risk Manager, and the Purchasing and Contracts Division of any contractual obligations that may alter its professional liability coverage under the Agreement.

3.4. Risk Retention Groups and Pools.

Contractor shall not obtain an insurance policy required under this Agreement from a Risk Retention Group or Pool.

3.5. Minimum Required Policies and Limits.

Minimum underlying policies, coverages, and limits shall include all policies listed in the Required Types and Limits of Insurance Chart.

3.6. Additional Insured, Policies, Coverages, Limits, Primary and Non-Contributory Basis.

Under all insurance policies where the County is required to be an additional insured, the coverage and limits provided to the County under Contractor's insurance policies shall be that listed in the Required Types and Limits of Insurance Chart or the Contractor's actual limits, whichever is higher. All coverage provided to the County as an additional insured by said policies shall be primary and shall not be additional to or contributing with any other insurance or self-insurance maintained by the County or any other insurance contractually available for the benefit of the County. Contractors performing construction projects shall utilize ISO Forms CG 20 38 and CG 20 37, or their equivalents to provide additional insured status to the County and any party to whom the County is contractually bound to provide additional insured status under a commercial general liability policy.

3.7. Disposal of Materials.

If the services provided require the disposal of any hazardous or non-hazardous materials off the job site, the disposal site operator must furnish a certificate of insurance for Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under the Agreement.

3.8. Workers' Compensation.

Workers' Compensation insurance is required for all employees of the Contractor, employed or hired to perform or provide work or services under the Agreement or that is in any way connected with work or services performed under the Agreement, without exclusion for any class of employee, and shall comply fully with the Florida Workers' Compensation Law (Chapter 440, Florida Statutes, Workers' Compensation Insurance) and include Employers' Liability Insurance with limits no less than the statutory amount. Policy shall be endorsed with NCCI form WC 00 03 13 providing a waiver of subrogation in favor of the County. If Contractor is using a "leased employee" or an employee obtained through a professional employer organization ("PEO"), Contractor is required to have such employees covered by worker's compensation insurance in accordance with Florida Worker's Compensation law. The PEO shall endorse its workers

compensation policy with NCCI form WC 00 03 13 providing a waiver of subrogation in favor of the County, its employees and insurers.

(1) Contractor and its Subcontractors, or any associated or subsidiary company doing work on County property or under the Agreement must be named in the Workers' Compensation coverage or provide proof of their own Workers' Compensation coverage, without exclusion of any class of employee, and with a minimum of the statutory limits per occurrence for Employer's liability coverage. Further, if the Contractor's Subcontractors fail to obtain Workers' Compensation insurance and a claim is made against the County by the uncovered employee of said Subcontractor of the Contractor, the Contractor shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney's fees and costs arising under said employee(s) Workers' Compensation insurance claim(s).

3.9. Commercial General Liability Insurance.

The Contractor shall obtain and maintain Commercial General Liability insurance, with limits of not less than the amounts shown in the Required Types and Limits of Insurance Chart. Contractor shall not obtain an insurance policy wherein the policy limits are reduced by defense and claim expenses. Such insurance shall be issued on an occurrence basis and include coverage for the Contractor's operations, independent contractors, and Subcontractors protecting itself, its employees, agents, Contractors or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, and products liability/completed operations including what is commonly known as Coverages A and B. Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Contractor or by any of its Subcontractors arising from work or services performed under the Agreement. Policy shall include either contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Contractor's Agreement to indemnify, defend and hold harmless the County as provided in the Agreement. The commercial general liability policy shall provide coverage to County when it is required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of any endorsements excluding or limiting coverage for Bodily Injury, Property Damage, Products/Completed Operations, Independent Contractors, Property of County in Contractor's Care, Custody or Control or Property of County on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds.

For non-construction projects, Contractor shall add County as additional insured by both ISO Endorsements CG 20 10 (Premises & Operations) and CG 20 37 (Products & Completed Operations) or their equivalent. If County has agreed by separate contract to require Contractor to name another party as an additional insured, Contractor shall add said party as an additional insured to the commercial general liability policy by both ISO Endorsement CG 20 10 and CG 20 37 or their equivalents.

All commercial general liability policies shall be endorsed to provide a waiver of subrogation in favor of the County and any other party required by this Agreement to be named as an additional insured.

3.10. Motor Vehicle Liability.

The Contractor shall secure and maintain during the term of the Agreement a motor vehicle liability policy with a combined single limit of no less than the amounts shown in the Required Types and Limits of Insurance Chart for bodily injury and property damage arising from the ownership, maintenance, or use of a motor vehicle. Policy shall be written with Coverage Symbol 1 (Any Auto), providing coverage for all autos operated regardless of ownership, or with Coverage Symbols 7, 8, & 9 (Scheduled, Hired, & Non-Owned vehicles). The County shall be an additional insured under this policy when required in the Required Types and Limits of Insurance Chart. If Motor Vehicle Liability is by endorsement to another policy required in the Required Types and Limits of Insurance Chart, then the limits for Motor Vehicle Liability shall be separate (they shall not be shared) and in addition to the underlying policy limits. If endorsed to another policy required in the Required Types and Limits of Insurance Chart, Motor Vehicle Policy Limits shall apply on a per occurrence basis and shall not have an aggregate limit.

3.11. Professional Liability.

The Contractor shall ensure that it secures and maintains, during the term of the Agreement, Professional Liability insurance with limits of no less than the amount shown in the Required Types and Limits of Insurance Chart. Such policy shall cover all the Contractor's or its Subcontractor's professional liabilities whether occasioned by the Contractor or its Subcontractors, or its agents or employees. For Contractors providing Architectural and Engineering related services, policy shall be broad enough to include errors and omissions specific to Contractor's professional liability for direct and contingent design errors and Architect's/Engineers professional liability with no exclusions for design-build work.

If the Contractor fails to secure and maintain the professional liability insurance coverage required herein, the Contractor shall be liable to the County and agrees to indemnify, defend, and hold harmless the County against all claims, actions, losses or damages that would have been covered by such insurance. The County shall be an additional insured under this policy when required in the Required Types and Limits of Insurance Chart.

3.12. Crime or Fidelity Insurance Policy.

The Contractor shall secure and maintain a crime or fidelity insurance policy with a limit of not less than the amounts shown in the Required Types and Limits of Insurance Chart during the term of the Agreement. This policy shall cover employee-related theft, crime, and dishonesty exposures involving the Contractor's personnel assigned to work in the County for the same limits. Policy shall be endorsed with Insurance Services Office (ISO) Form CR 04 01 (Client's Property), or its equivalent, to extend coverage to County property arising from loss due to Contractor's employees. The policy shall name the County as joint loss payee to the extent of the County's interests.

3.13. Primary and Excess Coverage.

Any insurance required may be provided by primary and excess insurance policies.

3.14. General Insurance Requirements.

- A. All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a

minimum rating of A- and a Financial category size of VIII or greater in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.

- B. Approval by County of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the performance of work or services by the Contractor or its Subcontractors for the entire term of the Agreement and for such longer periods of time as may be required under other clauses of the Agreement.
- C. **Waiver of Subrogation.** The Contractor hereby waives all rights against the County and its Subcontractors for damages by reason of any claim, demand, suit or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of the Agreement. The Contractor shall require similar waivers from all its Subcontractors. Contractor's insurance policies shall include a waiver of subrogation in favor of the County. This provision applies to all policies of insurance required under the Agreement (including Workers' Compensation, and general liability).
- D. **County Not Liable for Paying Deductibles.** For all insurance required by Contractor, the County shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Contractor's business or any Subcontractor performing work or services on behalf of the Contractor or for the Contractor's benefit under the Agreement.
- E. **Cancellation Notices.** During the term of the Agreement, Contractor shall be responsible for promptly advising and providing the County Risk Manager and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County under the Agreement within two (2) business days of receipt of such notice or change.
- F. **Deductibles and Self-Insured Retentions.**
 - 1. Contractors that maintain and administer a self-insured retention or a large deductible formal program exceeding the insurance requirements listed in the Required Types and Limits of Insurance Chart to fund either program may submit an exception request in accordance with the solicitation section detailing Revisions, Addenda, Questions & Answers to be considered for this solicitation. The request must include a summary of the program's design and funding method to manage fund deductibles or self-insured retentions. If additional information is necessary, the County will request more specific information, which must be provided by the Contractor. The County Risk Manager will review the information submitted and determine whether the program is acceptable to the County.
 - 2. Contractors with no formal risk management program in place to manage and fund deductibles or self-insured retentions may not be considered.

3. Subject to County approval, Contractor may obtain a letter of credit in the amount equivalent to the deductible, which shall remain in effect during the term of the Agreement at no additional cost to the County.
- G. Contractor's obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity or insurance defense of additional or named insureds which would otherwise exhaust or be unavailable as to a party or person described in this Contract.

3.15. Proof of Insurance.

- A. The Contractor shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.
- B. The Contractor shall furnish proof of insurance acceptable to the County prior to or at the time of execution of the Agreement and the Contractor shall not commence work or provide any service until the Contractor has obtained all the insurance required under the Agreement and such insurance has been filed with and approved by the County. Upon request from the County, the Contractor shall furnish copies of all required policies and any changes, endorsements, or amendments thereto, immediately, to the County, the County Risk Manager, and Purchasing and Contracts Divisions, prior to and any time after the commencement of any contractual obligations. The Agreement may be terminated by the County, without penalty or expense to County, if at any time during the term of the Agreement proof of any insurance or copies of any insurance policies required hereunder are not provided to the County upon request.
- C. All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Section. No work or services by Contractor or its Subcontractors shall be commenced until County has approved these policies or certificates of insurance. Further, the Contractor agrees that the County shall make no payments pursuant to the terms of the Agreement until all required proof or evidence of insurance has been provided to the County. The Agreement may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.
- D. The Contractor shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of the Agreement. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Contractor's expense or terminate the Agreement but County has no obligation to renew any policies.
- E. The provisions of these sections, Required Types of Insurance; Insurance Requirements; and Proof of Insurance, shall survive the cancellation or termination of the Agreement.

3.16. Provide Proof of Insurance.

Provide Proof of Insurance - evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Upon award, final forms must contain the correct solicitation and/or project number and Volusia County contact person.

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy of the notice with the response.

4. General Terms and Conditions

4.1. Submission of Offers.

The County of Volusia is requesting proposals for the service and/or product(s) detailed within this solicitation. If your company is interested in submitting a proposal to provide this service and/or product(s), please provide the requested information in this solicitation, complete the included forms, and submit these documents with your response through OpenGov Procurement, at <https://procurement.opengov.com/portal/volusia>, by the date and time posted. The submission of responses prior to the specified date and time is solely and strictly the responsibility of the Respondent. Responses received after the posted date and time will not be considered. Additional information may be submitted with the response. No offer may be modified after acceptance. Terms and conditions differing from those in this solicitation may be cause for disqualification of the Response. Failure to provide the required information may result in the Response not being considered.

Do not submit confidential information, proprietary information and/or trade secrets.

4.2. Respondent's Responsibility.

The Respondent, by submitting a Response, represents that:

- A. The Respondent has read and understands the Solicitation in its entirety and that the Response is made in accordance therewith;
- B. The Respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County;
- C. The Respondent has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the Agreement and to verify any representations made by the County of Volusia, Florida, upon which the Respondent will rely. If the Respondent receives an award because of its Response, failure to have made such investigations and examinations will in no way relieve the Respondent from its obligations to comply in every detail with all provisions and requirements of the Agreement, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Respondent for additional compensation or relief; and,

- D. The Respondent will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the Agreement term or up to and including three (3) fiscal years following the County's annual audit.

4.3. Execution of Offer.

Offer shall contain a signature in the space(s) provided of a representative authorized to legally bind the Respondent to the provisions therein. All spaces requesting information from the Respondent or asking a question of the Respondent shall be completed.

4.4. Opening.

Pursuant to Section 119.071, Florida Statutes, responses and the completed tabulation will be available for inspection within thirty (30) days of Solicitation opening. Contact the Purchasing and Contracts Office during regular business hours to inspect responses and the completed tabulation or go to the County's [eProcurement Portal](#) for inspection of the completed tabulation. The foregoing notwithstanding, if, prior to the County's making responses available for inspection, the County rejects all responses and concurrently provides notice of the County's intent to reissue the solicitation, then the County may avail itself of the exemption for rejected responses set forth in Section 119.071, Florida Statutes, to the extent such Section may apply.

Solicitation openings and public meetings may be attended either in person or remotely. Solicitation openings may be accessed remotely as described in the introduction timeline section of this Solicitation.

In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County's ADA Coordinator at 386-248-1760 for assistance at least two (2) business days before any meeting date.

Assisted listening system receivers are available for the hearing impaired and can be obtained from the Deputy Clerk by contacting the County's ADA Coordinator at 386-248-1760. Read the full ADA Notice under The American with Disabilities Act (Title II), at www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf. Read the County of Volusia Grievance Procedure under The Americans with Disabilities Act (Title II).

4.5. Public Records Law.

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5935, purchasing@volusia.org, by mail, Purchasing and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. Rm. 302 DeLand, FL 32720.

By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

- A. Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.
- B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. 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 Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the County.
- D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek

declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

4.6. Clarification, Correction of Entry, Minor Irregularities.

The County of Volusia reserves the right to allow for the clarification of questionable entries and the correction of obvious mistakes. The County reserves the right to waive minor irregularities in Submittals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the Respondent an advantage or benefit not enjoyed by other Respondents.

4.7. Revisions, Addenda, Questions & Answers.

- A. It is incumbent upon each Respondent to carefully examine the specifications, scope of work/service, terms, and conditions of this Solicitation. The posting of answers through the County's [eProcurement Portal](#) is the only official methods by which interpretation, clarification, or additional information can be given. Questions and exceptions concerning any Section of this Solicitation shall be directed through the question and answer section of the County's eProcurement Portal.
- B. If it becomes necessary for the County to revise or clarify any part of this Solicitation it will be updated on the County's eProcurement Portal by one of the following methods: the posting of answers to questions received; the revision of solicitation language/documentation. It is each Respondent's responsibility to check the County's eProcurement Portal for any posted answers, and/or solicitation changes. Each Respondent shall ensure that they have reviewed all questions & answers and/or changes to this Solicitation before submitting their Response. By submitting a response, Respondents acknowledge that they have reviewed all posted answers, and/or solicitation changes prior to the posted closing date and time.
- C. Each answer issued by the County shall become a material part of this Solicitation. Answers posted by the County, and/or changes made to the Solicitation are authoritative and shall be considered an addendum to the Solicitation.
- D. All information in this Solicitation, including information provided through the Question & Answer feature are incorporated into the Solicitation or any Contract resulting from this Solicitation.
- E. Questions and exceptions shall be submitted before 11:59 pm on Tuesday, September 3, 2024. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Respondents' right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. Oral representations will not be binding on the County.

4.8. Incurred Expenses

The County has no obligation to make an award as a result of this Solicitation, nor shall the County be responsible for any cost or expense which may be incurred by any Respondent in preparing and submitting

a Response, or any cost or expense incurred by any Respondent prior to the execution of a Purchase Order or Contract/Agreement.

4.9. Disadvantaged Businesses.

The County Council has adopted policies, which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged, minority, and/or women-owned firms.

4.10. Local Preference.

The County Council has established a policy to encourage participation of local businesses in the provision of goods and services. The County will endeavor to assist local businesses to achieve this goal.

Effective January 1, 2012, Volusia County adopted a local preference ordinance. A Respondent or prime contractor which has a documented permanent location at least six (6) months prior to the Solicitation closing as stated in Volusia County Ordinance 2-269.5 in Brevard, Lake, Orange, Osceola, Seminole or Volusia County ("Local"), shall be granted a preference of three percent (3%) of the total Solicitation price or quote. A Respondent which is a prime contractor and is utilizing subcontractors, and the Solicitation price or quote of the work to be performed by all subcontractors, that qualify as a local business, constitutes fifty-one percent (51%) or greater of the total work to be performed through subcontracting, a two percent (2%) preference will apply. In the event that a prime contractor qualifies for a preference and subcontractor qualifies for a preference, the preference shall not exceed a total of five percent (5%). Preference shall not be given to Bids where the difference of the total Bid price or quote exceeds twenty-five thousand dollars (\$25,000.00) from the nearest competing Solicitation price or quote for that solicitation or if a county listed in 2-269.5 does not reciprocate, as stated in 2-269.5, the County will not offer a preference to this County.

This section does not apply to any purchase that is funded, in whole or in part, by an entity prohibiting local preference by grant agreement or applicable federal, state, or local law. Solicitations for emergency purchases subject to Section 2-275 of the Code are additionally exempt. All Respondents, including prime and subcontractors, awarded an Agreement as a part of this process must maintain its status as a local business through the term of the Agreement. Any Respondent, including prime and subcontractors, awarded an Agreement as a result of this preference will be required to post any job openings for this project with the Center for Business Excellence (CBE). Noncompliance with the requirements of this section will be deemed as a material breach and may be subject to Agreement termination or disqualification from bidding on future projects.

4.11. Pricing.

Unless otherwise specified prices offered shall:

- remain firm for a period of at least ninety (90) days from the date of Solicitation opening, prior to award being made;
- include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point(s) within the County to a secure area or inside delivery (for goods);

- include all expenses necessary to provide the service at the location specified (for services).

4.12. FOB Destination.

The F.O.B. point for this Agreement and for all purchases made under it shall be as specified by the using department (in accordance with the Solicitation Submittal Form), in Volusia County, Florida. Delivery will not be complete until the using department has accepted each item. Delivery to a common carrier shall not constitute delivery to the ordering agency. All disputes shall be between the Contractor and the carrier.

4.13. Payment Terms.

Unless otherwise stated in the Special Terms and Conditions, the County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the correct invoice(s) or receipt of all products or services ordered in accordance with F.S.S. 218.74.

4.14. Unusual Costs.

The Contractor may petition the County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Contractor petitions for such an increase, the Contractor shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Agreement termination.

The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change and prices go down.

4.15. Additional Terms & Conditions.

The County of Volusia reserves the right to reject offers containing terms or conditions contradictory to those requested in this Solicitation.

4.16. Taxes.

County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85- 8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Exemption" from the available menu screens to see a copy of the certificates.

4.17. Discounts.

All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes. All discounts shall remain firm for the term of the Agreement.

4.18. Meets/Minimum Specifications.

The specifications listed in the Scope of Work are the minimum required performance specifications for this Solicitation; they are not intended to limit competition nor specify any particular Respondent, but to ensure that the County receives quality services. The Respondent represents that all offers to this Solicitation shall meet or exceed the minimum requirements specified.

4.19. Samples.

When required, samples of products shall be furnished with Response to the County at no charge. Samples may be tested and will not be returned to the Respondent. The result of any and all testing shall be made available upon written request.

4.20. Silence of Specifications.

The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

4.21. Change in Scope of Work/Service.

- A. The County may order changes in the work/service consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims may be made by the 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 County Representative, County Director of Purchasing and Contracts, and the Contractor.
- B. If the Contractor believes that any particular work/service is not within the scope of work/service of the Agreement, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the County's Representative in writing of this belief. The Contractor and County shall negotiate modifications to the Agreement in good faith and agree upon equitable adjustment for any changes in services or other obligations required of the Contractor due to such modifications. 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.
- C. The County reserves the right to negotiate with the awarded Contractor(s) without completing the competitive bidding process for materials, products, and/or services similar in nature to those

specified within this solicitation for which requirements were not known when the Solicitation was released.

4.22. Governing Laws/Venue.

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida without giving effect to the choice of law principles thereof. Jurisdiction over and venue for any controversies or legal issues arising out of this Agreement shall, if in state court, be exclusively in the 7th Judicial Circuit in and for Volusia County, Florida, or, if in federal court, in the Middle District of Florida, Orlando Division . By entering into this Agreement, Contractor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement, and, unless otherwise expressly provided herein, each agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

4.23. Assignment.

Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Agreement without obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to, requiring the Contractor or his/her proposed successor in interest to post a performance bond. Any consent by the County under this Section shall be by written amendment to the Agreement in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Agreement, Contractor shall no less than thirty (30) days prior to the assignment's proposed effective date, provide County with a written request for County's consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US \$500.00); however, payment of such fee shall not entitle the Contractor to the County's acceptance or approval of its request for assignment.

Nothing herein shall preclude the right of the County to waive its rights under this Section but no waiver shall be granted by the County without a written and duly executed amendment to the Agreement.

4.24. Content of Solicitation/Response.

The contents of this Solicitation, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested in this Solicitation shall supersede the requirements as specified in the *General Terms and Conditions* and/or *Special Terms and Conditions* section(s) of this Solicitation.

4.25. Contract.

The contents of this Solicitation and all provisions of the successful proposal deemed pertinent by the County may be, at the sole discretion of the County, incorporated into an Agreement and become legally binding on the selected Respondent. The content of the Agreement may contain changes as a result of the RFP process and the content of the submittal received. The Contract shall, at minimum, include the substantive terms and conditions as outlined in the RFP and be subject to review by the County attorney or designee prior to approval and execution for determination of legal form and substantive sufficiency, and may contain those additional terms and conditions that the County deems in its best interest.

- A. The Director of Purchasing and Contracts, County Manager, and County Chair are the sole Contracting Officers for the County of Volusia, Florida, and only they or their designees are authorized to make changes to any contract.
- B. The County shall be responsible for only those orders placed by the County on an authorized signed Purchase Order or Master Agreement. The County shall not be responsible for any order, change substitution or any other discrepancy from the Purchase Order or Master Agreement. If there is any question about the authenticity of a Purchase Order, Master Agreement, or change order, the Respondent should promptly contact the Purchasing Office at 386-736-5935.

4.26. Disclosure of Response Content.

All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this Solicitation. Selection or rejection of any Response does not affect this right. The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.).

4.27. Limitation of Liability/Indemnification.

The Contractor shall indemnify, defend, and hold harmless the County including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status and the State of Florida, including its officers and employees, from and against all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or its subcontractors, agents, employees, or any persons employed or utilized by the Contractor in the performance of the Contractor's obligations or services under this Agreement. Such obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exhaust as to a party or person describe in this Agreement.

In all claims against the County, Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors.

Indemnification for Grant Funded Projects. For any agreements that are funded or may in future be funded by Federal Emergency Management Agency (FEMA) Public Assistance grants or other Federal or State grants or program, the following shall apply: Contractor shall indemnify, defend and hold harmless the Florida Department of Emergency Management, its employees and/or their contractors (FDEM) and the government of the United States, its employees and/or their contractors (US), from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of, resulting from, or incident to Contractor's performance of its obligations in whole or part of this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the FDEM, or US.

In all claims against FDEM or US, Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors.

4.28. Infringement Claim.

For all licensed software or derivative works of the licensed software used by County under the resulting Agreement, Contractor agrees to protect, defend, indemnify, and hold harmless County, its agents, elected officials and employees of County from and against any and all claims, demands, actions, and causes or action which may arise asserting that all or any part of Contractor's licensed software or applications that are owned and licensed by Contractor to County for use thereof by County, infringes or misappropriates any third party's valid state patent, copyright, trademark, or any trade secret protected under United States law. In the event of an infringement claim, Contractor shall have the option: (i) to procure for County the right to continue using any product or service found to be infringing; (ii) to replace any such infringing product or service with a non-infringing product or service; or (iii) to modify such infringing product or service to make it non-infringing. Contractor shall have no obligation under this Section if the Infringement Claim is based upon the use of the system in combination with other hardware or software applications not furnished by Contractor, or if such a claim arises from County's modification of the system without the authorization of Contractor.

4.29. Sovereign Immunity.

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any Section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

4.30. Compliance with Federal E-Verify Regulations.

Contractor covenants and agrees to the following provisions, as required by law:

- A. If and to the extent the Agreement meets the criteria set forth at 48 C.F.R. § 52.222-54(e), the criteria of 48 C.F.R. § 52.222-54 are hereby incorporated by reference into this Agreement as if fully set forth herein.
- B. Contractor and any of Contractor's Subcontractors shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility and work authorization status of all new employees hired by Contractor (or Contractor's Subcontractors) on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement.
- C. In the event Contractor enters into a subcontract, Contractor shall require, via written contract, the Subcontractor agree to: (i) register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired on or after the effective date of the subcontract and thereafter during the remaining term of the

subcontract; and (ii) provide Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Agreement or the subcontract, whichever is longer. Contractor shall provide a copy of such affidavit to the County before the Subcontractor begins any work associated with the Agreement. If the County has a good faith belief that a subcontractor knowingly violated the requirements set forth in this Section or Sections 448.09(1) or 448.095 of the Florida Statutes, but also has a good faith belief Contractor otherwise complied with this Section and applicable law, the County shall promptly notify Contractor and order Contractor to immediately terminate its contract with the Subcontractor. Failure to comply with said order shall constitute a material breach of this Agreement.

- D. If the County has a good faith belief Contractor has knowingly violated, or if Contractor is found to have violated, this Section; Section 448.09(1), Florida Statutes; Section 448.095, Florida Statutes; or the presidential Executive order and subsequent Federal Acquisition Regulation (FAR) rule requiring federal contractors to use E-Verify, if applicable, then the following shall be true: (i) such violation shall be a material breach of this Agreement by Contractor; (ii) Contractor shall indemnify, defend, and hold harmless the County from any resulting costs or expenses, including fines or penalties levied by a government agency and the County's loss or repayment of grant funds; (iii) the County may terminate this Agreement immediately and without penalty and such termination shall not be or be considered a breach of this Agreement; and (iv) Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Agreement. Contractor acknowledges and understands that if the County terminates this Agreement in accordance with this Section, Contractor shall be ineligible for award of a public contract for at least one (1) year after the date on which the Agreement was terminated.

4.31. Public Entity Crimes.

Pursuant to paragraph 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

By entering into this Agreement, the Contractor represents and warrants that it is not on the convicted vendor list and not under investigation for violation of any state or federal law relating to public entity crimes. The Contractor further represents and warrants that its subcontractors and implementer, if any, are not on the convicted vendor list and not under investigation for violation of any state or federal law relating to public entity crimes.

4.32. Patents, Copyright, and Royalties.

The supplier/provider, without exception, shall indemnify and save harmless the County of Volusia, its officers, agents and employees from liability of any nature of kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the County of Volusia. If the supplier/provider uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.

4.33. Use of County Logo.

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in this Solicitation permits or shall be construed as authorizing Respondent to use or display County's Intellectual Property on Respondent's submittal documents or proposal (including any exhibits attached thereto) submitted to County by or on behalf of Respondent in response to this solicitation. The County has the right to redact the County Logo displayed on any Response.

4.34. Training.

Unless otherwise specified suppliers/providers may be required at the convenience of and at no expense to the County to provide training to County personnel in the operation and maintenance of any item purchased as a result of this Invitation to Bid (ITB).

4.35. Acceptance.

Products purchased as a result of this Solicitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Contractor.

4.36. Safety Warranty.

Any awarded Contractor including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.

4.37. Safety.

The Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed by the Contractor in performing the work. The Contractor shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The Contractor shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the County because of the Contractor, Subcontractor, or supplier's failure to comply with the regulations.

4.38. Warranty.

The Respondent agrees that, unless otherwise specified, the product and/or service furnished as a result of this Solicitation and award thereto shall be covered by the most favorable commercial warranty the Respondent gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the County of Volusia by any other provision of the Solicitation/offer.

4.39. Award of Solicitation.

The County reserves the right to award the Agreement to the Respondent(s) that the County deems to offer the lowest/most responsive and responsible Response(s), as defined in the solicitation. The County is therefore not bound to accept a Response based only on lowest price. In addition, the County has the sole discretion and reserves the right to cancel this Solicitation, to reject any/all Responses, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. Nothing prohibits the County from rejecting/rebidding when Responses exceed budget and the County must change the Solicitation to lower costs. The County also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified, if deemed to be in the County's best interest or award only a portion of the Solicitation.

4.40. Other Agencies.

All Contractors awarded Agreements from this Solicitation may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Agreement under the same prices, terms, and conditions, if agreed to by both parties. It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Contractor(s).

4.41. County Facilities.

County facilities are administrative facilities that provide services to the Volusia County public and any agencies that it serves. As such, activities in all buildings are critical to the provisioning of services to the public and shall not be interrupted by the Contractor's work activities.

4.42. Licenses, Certificates, and Permits.

- A. The County reserves the right to require proof that the Respondent is an established business and is abiding by the ordinances, regulations, and laws of their community and the state of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number, Registration with the Florida Department of State, Division of Corporations' Sunbiz at www.sunbiz.org, AND;
- B. The Respondent shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services under the resulting Agreement.

- C. If a license is required, the Respondent shall be licensed to perform the required work in accordance with the laws of the State of Florida and local ordinances. Respondent shall also verify that his/her subcontractors are licensed to perform the work in accordance with the laws of the State of Florida and local ordinances.
- D. At time of Solicitation submittal, Respondent shall hold the required licensure to be the prime Contractor for all work to be performed under the resulting Agreement. If Respondent proposes to use a Subcontractor or sub-consultant to perform any work under the resulting Agreement such subcontractor and/or sub-consultant shall, at the time of Solicitation submittal, hold the required licensure for all work to be performed under the resulting Agreement as a subcontractor and shall maintain such license(s) in full force and effect during the term of the resulting Agreement. All licenses and permits required to perform Contractor's duties under the resulting Agreement whether such license or permit is required by the federal government, State of Florida, Volusia County, or any municipality, shall be at Respondent's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of the resulting Agreement.

4.43. Records & Right to Audit.

County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to the resulting Contract. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the resulting Contract. Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a retention period of five (5) years after completion or termination of the Contract, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Contractor shall, by written Contract, require its Subcontractors to agree to the requirements and obligations of this Section. Audits will be subject to applicable privacy and confidentiality laws and regulations and Contractor's privacy and confidentiality policies and procedures.

4.44. Claim Notice.

The Contractor shall immediately report in writing to the County's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The Contractor agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a résumé of claims experience relating to all Contractor operations at the County project site. The designated representative for the County shall be:

Name: County of Volusia, Florida
Human Resources/Risk Management Division
Address: 125 W. New York Avenue, Suite 141
DeLand, Florida 32720

Telephone: 386-736-5963
Fax: 386-822-5006

4.45. Waiver of Claims.

Once the Agreement expires, or final payment has been requested and made, the awarded Contractor shall have no more than thirty (30) calendar days to present or file any claims against the County concerning the Agreement. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning the Agreement.

4.46. Compliance with Laws and Regulations.

The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations (including but not limited to the following statutes: Americans with Disabilities Act (ADA), Titles I, II and III of the ADA; Federal Immigration Reform and Control Act of 1986 (as amended); and Title VII of the Civil Rights Act of 1964 (as amended), and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees for all work or services performed under the Agreement. The Contractor shall indemnify, defend and hold harmless the County and all its officers, agents, servants, or employees against any liability or claim made against the County arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, Subcontractors, sub-consultants, professional associates, agents, servants, or employees.

Pursuant to Section 287.05701, Florida Statutes, vendors are hereby notified that:

- The County shall not request documentation of or consider a vendors social, political or ideological interests when determining if the vendor is a responsible vendor: and
- The County may not give preference to a vendor based on the vendors social, political or ideological interests.

4.47. For Internet/Web Services.

For the purposes of this paragraph, any Services or products offered to public via the internet or online must comply with WCAG 2.0 AA in order to be deemed ADA compliant. The County will provide Contractor with prompt written notice with respect to any ADA deficiencies of which the County is aware and Contractor will promptly correct such deficiencies. If the County, the Department of Justice or other governmental entity tasked with the enforcement of the ADA ("Enforcement Agency") notes any deficiency in the facilities, practices, services, or operations of the Contractor furnished or provided in connection with this Agreement, Contractor shall, at no additional charge or cost to the County, immediately cure any such deficiencies without delay to the satisfaction of such Enforcement Agency. Contractor further agrees that it shall, to the extent permitted by law, indemnify, defend, and hold harmless the County against any and all claims, sanctions, or penalties assessed against the County, which claims, sanctions, or penalties arise or otherwise result from Contractor's failure to comply with the ADA or WCAG 2.0 AA, for online or internet Services or products.

4.48. Scrutinized Companies-FL Statute Section 287.135 and 215.473.

Contractor must certify that the company is not participating in a boycott of Israel. For Contracts for goods or services of one million dollars or more, Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has not been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law. The County will not contract for the provision of goods or services with (i) any company participating in a boycott of Israel, and, (ii) for Contracts for goods or services of one million dollars or more, any other scrutinized company as described above. Contractor must submit certification. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have five (5) Calendar days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error then the County shall have the right to terminate the Contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

4.49. Human Trafficking Attestation Pursuant to Section 787.06, Florida Statutes

A duly authorized officer or representative of the Respondent (non-governmental entity) shall complete the included Volusia Human Trafficking Attestation Form in compliance with Section 787.06(13), Florida Statutes, (2024).

4.50. Modifications Due to Public Welfare or Change in Law.

The County shall have the power to make changes in the Agreement as the result of changes in law and/or ordinances of Volusia County 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 County shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. In the event any future change in Federal, State or County law or the ordinances of Volusia County materially alters the obligations of the Contractor, or the benefits to the County, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or the County shall be entitled to an adjustment in the rates and charges established under the Agreement. Nothing contained in the Agreement shall require any party to perform any act or function contrary to law. The County 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 change in law. When such modifications are made to the Agreement, the County and the Contractor shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the Agreement under this clause.

4.51. Right to Require Performance.

- A. The failure of the County or Contractor at any time to require performance by the other of any provision hereof shall in no way affect the right of the County or Contractor thereafter to enforce same, nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
- B. In the event of failure of the Contractor to deliver services in accordance with the Agreement terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

4.52. Force Majeure.

Neither party shall be liable for any failure or delay in the performance of its obligations under the Agreement to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Agreement, acts of God, acts of domestic or international terrorism, any virus, bacterium, or other microorganism capable of inducing physical distress, illness, or disease, whether due to a pandemic or otherwise, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

- A. Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Agreement that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
- B. Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Agreement. Such notice shall be delivered or otherwise communicated to the other party within three (3) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.
- C. In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Change Order pursuant to the terms of the Agreement.

4.53. Contractor's Personnel.

During the performance of the Agreement, the Contractor agrees to the following:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
- C. The Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet federal, state, and local requirements related to their employment and position;
- D. The Contractor certifies that it does not and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended;
- E. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section;
- F. The Contractor shall include the provisions of the foregoing paragraphs A, B, C, D, and E, above, in every subcontract or purchase order so that the provisions will be binding upon each Contractor;
- G. The Contractor and any Subcontractor shall pay all employees working on this Agreement not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended;
- H. Any information concerning the County, its products, services, personnel, policies, or any other aspect of its business learned by the Contractor or personnel furnished by the Contractor in the course of providing services pursuant to the Agreement and exempt from disclosure pursuant to Section 119.01, F.S., shall be held in confidence and shall not be disclosed by the Contractor or any employee or agents of the Contractor or personnel furnished by the Contractor, without the prior written consent of the County; and
- I. Both Contractor and Subcontractors awarded an Agreement as a result of Section Local Preference, shall register all open positions related to this Agreement with the Center for Business Excellence (CBE), and submit appropriate affidavit showing compliance.

4.54. County/Contractor Relationship.

- A. Any awarded Contractor shall provide the services required herein strictly under a contractual relationship with the County and is not, nor shall be, construed to be an agent or employee of the County. As an independent Contractor the awarded Contractor shall pay any and all applicable

taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The Contractor shall be responsible for all income tax, FICA, and any other withholdings from its employees' or Subcontractor's wages or salaries. Benefits for same shall be the responsibility of the Contractor including, but not limited to, health and life insurance, mandatory Social Security, retirement, liability/risk coverage, and workers' and unemployment compensation.

- B. The Contractor shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.
- C. The Contractor shall not be provided special space, facilities, or equipment by the County to perform any of the duties required by the Agreement, nor shall the County pay for any business, travel, or training expenses or any other Agreement performance expenses not explicitly set forth in the specifications.
- D. The Contractor, except as expressly set forth herein, shall not be exclusively bound to the County and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the County.

4.55. Disqualification of Respondents.

- A. One (1) Response: Only one (1) Response from an individual firm, partnership or corporation under the same or under a different name will be considered. If a Respondent submitted more than one (1) Response for the work involved, all Responses submitted from such Respondent will be rejected.
- B. Collusion among Respondents: If it is believed that collusion exists among the Respondents, the Responses of all participants in such collusion shall be rejected and no participants in such collusion will be considered in future proposals for the same work.

4.56. Debarment: Purpose and Intent.

The county endeavors to solicit offers from, award contracts to, and consent to subcontracts with responsible vendors and contractors only. To further this policy, the county asserts its authority to debar certain vendors and contractors from participating in solicitations pursuant to the policies and procedures herein. The serious nature of debarment requires that this sanction be imposed only when it is in the public interest for the county's protection and not for purposes of punishment. Debarment is intended as a remedy in addition to, and not in substitution of, the evaluation of the responsibility of county vendors and contractors, and this policy and the procedures provided for herein shall not supplant or supersede county's authority to reject or otherwise terminate vendors or contractors based on findings of non-responsibility on a case-by-case basis. Further information regarding the County's policies and procedures

in regards to debarment may be found at:
<https://www.volusia.org/core/fileparse.php/5896/urlt/Debarment-Policy-final-3-27-17.pdf>

4.57. For purposes of this Solicitation and evaluation of responses hereto the following shall apply:

Unit prices shall prevail over extended prices; written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals (“one” over “1”). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory.

4.58. Dispute Resolution.

- A. Good Faith Efforts to Resolve. The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth in this Section 56, Dispute Resolution. The Contractor and County Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Agreement and any applicable statement of Work or Services. Issues shall be escalated to successive management levels as needed.
- B. Informal Dispute Resolution. If a dispute develops between the parties concerning any provision of this Agreement, or the interpretation thereof, or any conduct by the other party under these agreements, and the parties are unable to resolve such dispute within five (5) business days or longer, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party’s Project Manager or designated representative, as the case may be, of the other party in writing (“Dispute Notice”) in order to resolve such dispute.
- C. Discovery and Negotiation / Recommended Procedures. Upon issuance of a Dispute Notice, the Project Managers or designated representative shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Managers or designated representative within five (5) County Work Days of issuance of the Dispute Notice, or such other time as may be mutually allowed by the Project Managers as being necessary given the scope and complexity of the dispute, the Project Managers may, depending upon the nature, scope, and severity of the dispute, escalate the dispute as indicated in Figure 1 below.
- D. Formal Dispute Resolution. At any point after issuance of a Dispute Notice under this section, either party may request and initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation or such longer time as

may be agreed upon by both parties as being necessary for the mutual selection of a mediator and scheduling of such mediation. Any such mediation shall be convened and conducted in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize any pending termination remedies and commence litigation in a court of competent jurisdiction. Each party shall bear its own costs and attorney's fees for mediation or arbitration of an issue arising under this Agreement.

- E. Right to Terminate Reserved. Regardless of the dispute resolution procedures provided for in this Section, Dispute Resolution, nothing herein shall affect, delay, or otherwise preclude a party from terminating this Agreement in accordance with the provisions of Special Conditions, Termination, it being understood that these dispute resolution procedures are intended as a means of resolving disputes both during the term of this Agreement and after termination or expiration thereof.

Figure 1:

County Work Days	Contractor's Representative	County Representative
10	Contractor's Project Manager	County's Project Manager
10	Contractor's Sr. Vice President of Sales	Director of Purchasing and Contracts
20	Contractor's COO or President	Deputy County Manager

4.59. Authorized Signatory.

Respondent acknowledges that the name and title of the signatory (the "Authorized Signatory"), as completed, is authorized to execute contracts/agreements with the County of Volusia, and that submitting a Response via the County's eProcurement Portal shall be the act of and attributable to the Authorized Signatory to bind the company. By submitting this Response electronically, the Authorized Signatory does thereby adopt the electronic or conformed submittal as authorized firm commitment and for use as an official record by the County of Volusia.

4.60. Revisions, Addenda, Questions & Answers.

All answers to questions of substance will be publicly published via the County's eProcurement Portal, Question & Answer feature.

Participants are required to review all revisions and answers to questions published. Revisions within the Solicitation as well as responses posted through the Question & Answer feature are authoritative and shall be considered an addendum to the Solicitation. All information in this Solicitation, including information provided through the Question & Answer feature are incorporated into the Solicitation or any Contract resulting from this Solicitation.

4.61. Acknowledgement of Solicitation Tabulation.

All responses accepted by the County of Volusia are subject to the County's Terms and Conditions. Any and all additional Terms and Conditions submitted by Respondent(s) are rejected and shall have no force and effect. Responses from the respondent(s) listed on the tabulation are the only responses received timely as of the closing date and time. All other responses submitted in response to the solicitation, if any, are rejected as late.

5. **Scope of Work**

5.1. Surplus Property Management System

- A. Volusia County has developed an in-house Surplus Property Management System (SPMS) that allows for 100± designated property custodians to enter surplus items for disposal.
 1. Custodians enter details of their surplus items into the SPMS. A Tracking Ticket (**Exhibit D—Tracking Ticket**) generates and prints for all items.
 2. Tracking Tickets are photo-copied, as needed, with a copy affixed to each item listed on the ticket (for multiple lines of entry or multiple quantities) for the Contractor's and County's use in tracking details and revenue for items.
 3. The County Project Manager, or designee, closes out data entry once a month and downloads current details to an Excel spreadsheet showing all items including tracking numbers; County contact name and phone number; item description; fixed asset number; serial number; pick-up location, and quantity of items. This spreadsheet is forwarded to the Contractor (**Exhibit B—Property List**).
 4. The Contractor shall sort by location, plan a pick-up schedule, and contact the custodians listed on the spreadsheet to coordinate pick-up date and time.
 5. The Contractor shall receive, store, sort, tag, and prepare the surplus items for the monthly auction. The Contractor shall be responsible for all required title and tax paperwork as well as the disposition of all items that do not sell.
 6. The Contractor shall prepare a reconciliation of the sale, dividing the report into vehicle sales and miscellaneous sales. Reports shall provide information on the sold items including a description of the item with the County's original tracking number, the County Property Number, sale price, related expenses, commission rate, and the total revenue to the County. This information shall be included with the revenue payment for the monthly auction, which shall be due and payable to the County by the 10th day of the month following the auction.
- A. Pick Up Locations: The County has over 400 different offices/work sites and reserves the right to add or delete sites at any time during the term of the Agreement resulting from this ITB. Month to month, the pick-up requirements vary greatly. The County has no central holding area. Each

month the Contractor shall pick up at all locations on the surplus listing for that month. Vehicles for disposal are generally located at the County's Fleet Maintenance facility; however, vehicles may also be located at any other County location. **Exhibit C—County Locations** is a listing of current physical locations.

- B. Items to be picked up: **Exhibit B —Property List** is a sample of a monthly pick up listing. Items are classified as one of two categories. The first category is "vehicles", which may include tractors, motorized accessories for vehicles or tractors, small grounds maintenance equipment such as bush hogs, mower decks, police car cages, outboard motors, jet skis, and ATV's. The second category will be "other" and may include a wide range of items.
- C. Heavy Equipment Disposal: A listing of heavy equipment is a separate line item on the proposal page. Some of the County's heavy equipment is taken to separate auctions during the year, however, it may be deemed in the best interest of the County to use this Agreement for sale of the specific equipment.

5.2. Contractor Qualifications

Contractor shall have conducted public auctions for government entities in the State of Florida for a minimum of five (5) years.

5.3. Contractor Responsibilities:

Contractor shall:

- A. Remove all surplus items from County property each month and store those items on Contractor's site until auction occurs.
- B. Return reports in an electronic format for use by County staff.
- C. Provide an auction site within an eighty (80) mile radius of Volusia County to ensure residents of the County attendance without undue travel issues;
- D. Be open and available to the public per the County's policy for sale of surplus items with no admission fees, access charges or bid deposits;
- E. Submit a written annual schedule, if applicable, of all anticipated auctions when requested by County Project Manager or designee;
- F. Be licensed in the State of Florida as an auto dealer and be responsible for all vehicle title transfers and related title issues at the time of sale in accordance with all Florida Department of Motor Vehicle (DMV) requirements;
- G. Submit proof of possessing all licenses and permits required to conduct auctions;
- H. Comply with all applicable local, state, and federal laws and regulations;
- I. Sell property to the highest responsible bidder;

- J. Collect all sales tax, and make restitution to the State in accordance with all requirements;
- K. Offer internet auction services;
- L. Maintain a mailing list of prospective buyers and mail/e-mail information on a regular basis to the prospective buyers to ensure interest in the process and to ensure participation from a wide variety of persons;
- M. Maintain an active website and post auction information or brochures with a sales schedule, if applicable, on said website;
- N. Include County of Volusia's items on Contractor's website;
- O. Maintain records and reports considered necessary by the County, other than those routinely provided by the Contractor;
- P. Provide requested reports along with the monthly remittance to the County by the 10th day of the month following the auction;
- Q. Pick up and transport vehicles in a timely manner, working closely with the Fleet department to ensure knowledge of the schedule, the receipt of titles, and removal of appropriate vehicles, as required;
- R. Pick up all other (non-titled) items prior to the monthly auction date and store all items under roof and in-doors at all times;
- S. Be responsible for items once removed from County locations;
- T. Call each County custodian submitting items on current surplus property list to coordinate the date and time of pick up in their area; and,
- U. Require all staff have identification in the form of a company logo shirt, badge, or vest when on County property.

5.4. Disposal After Sale

Unless otherwise directed by the County, unsold vehicles shall be sold at the next available auction at no additional cost to the County. Disposal of all other items shall be at the discretion of the Contractor. There shall be no cost to the County for any disposition.

5.5. Surplus Pickup and Coordination

- A. Contractor shall be responsible for coordinating pick-up of County surplus and vehicles.
- B. Services shall include, but not be limited to, loading, unloading, transporting property to the auction site, and temporary storage.
- C. The Contractor shall designate one contact person regarding scheduling, planning, site review, or to identify any special requirements or emergency surplus pickup.

- D. The County of Volusia reserves the right to request replacement of the designated contact person if it finds that the representative is not responsive or compatible.
- E. Contractor shall contact the County Project Manager or designee, prior to the anticipated pickup, to schedule dates, time, and route.

5.6. County Responsibilities

- A. The County of Volusia will provide the certificate(s) of title and all other documents necessary to effect transfer of title for motor vehicles, trailers, and vehicle equipment. Contractor may opt not to offer vehicles at auction unless all documents required to facilitate a transfer of title for motor vehicles, trailers, and vehicle equipment are submitted prior to sale.
- B. The County shall provide an inventory with all pertinent information on all vehicles/property to be sold.
- C. The County shall coordinate the transportation of vehicles with the Contractor.

5.7. Auction Reports

- A. A computer-generated report, both hard-copy and electronic and in a format approved by County, shall be submitted with the revenue payment for proceeds due the County no later than the 10th day of the month following the auction date. The electronic report shall include a completed description of all items as follows:
 - County generated Tracking Ticket number;
 - Sale prices;
 - Commission charged and net revenue per item or lot;
 - Expenses for transport of vehicles and miscellaneous expenses; and,
 - Lot description including County Property numbers and tracking numbers from the report submitted by the County to Contractor.
- B. Sales reports shall be submitted in a format acceptable to the County Project Manager.

5.8. Fee and Commission Proposal

- A. Auctions conducted on behalf of the County shall charge no buyer's premium.
- B. The proposal shall include Commission Rates as a percentage of the gross sales. Proposed commissions shall include all costs associated with the auction activities including, but not limited to, printing and mailing/e-mailing of auction brochures, newspaper advertising, trade magazine advertisements, electronic advertisements, bidder registration forms, collection, transportation, storage, and conducting the auction.

C. Section 5.0 Bid Submittal Form, shall be completed to include the Commission Rates for the following categories:

- All titled items.
- All non-titled items, including, but not limited to, motorized items such as tractors, mowers, generators, welders.
- All office furniture and equipment, small tools, electronic and miscellaneous equipment and items.
- All Heavy Equipment items.

6. Sales Commission Rates

SALES COMMISSION RATES

All cost including, but not limited to, printing and mailing/e-mailing of auction brochures, newspaper advertising, trade magazine advertisements, electronic advertisements, bidder registration forms, collection, transportation, storage, and conducting the auction:

Line Item	Description	Unit of Measure	Percentage
1	All titled items:	Not Applicable	
2	All non-titled, motorized items including, but not limited to, tractors, mowers, generators, and welders:	Not Applicable	
3	All office furniture and equipment including, but not limited to, small tools, electronic and miscellaneous equipment and items:	Not Applicable	
4	All Heavy Equipment items, including transportation	Not Applicable	
5	All Heavy Equipment items, excluding transportation	Not Applicable	

7. Vendor Questionnaire

7.1. Acknowledgements

7.1.1. *Acknowledgment**

By checking yes, the Respondent acknowledges the following:

- Information provided in the response is true and correct and that the submission of a response is final.

- The Respondent agrees to all terms and conditions contained in this solicitation and related exhibits.
- Respondent further agrees and acknowledges that no proprietary or confidential information has been submitted. By submitting this proposal or entering into this contract, Contractor/Respondent acknowledges that all documents submitted are public records and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services or delivery of products provided under this proposal or contract are public records subject to the public records disclosure requirements of Florida Statutes sec. 119 et seq., and Article I, section 24 of the Florida Constitution.
- Responses may be withdrawn by the Respondent prior to the closing/offer date. Following the closing date, Respondent understands that a response may not be withdrawn.

☐ Yes

☐ No

*Response required

*7.1.2. Scope of Services Acknowledgement**

By checking yes, vendor acknowledges the above and/or included Scope of Services and will furnish said product and/or services according to the specifications or scope of services detailed within this Solicitation if awarded.

☐ Yes

☐ No

*Response required

*7.1.3. By checking yes, the vendor agrees to comply with the E-Verify requirements as described in this section.**

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 / Consultant on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement, including Subcontractors. Any subcontract entered into by Contractor with any Subcontractor performing work under this contract shall include the following language: "The Subcontractor 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 on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement." The Contractor covenants and agrees that if it is found in violation of this section or the Executive Order, such violation shall be a material breach of this Agreement and Contractor shall indemnify, defend and hold harmless the County from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the County.

☐ Yes

☐ No

*Response required

7.1.4. Insurance Acknowledgement*

By checking yes, Respondent agrees to the insurance requirements as detailed in the Required Types and Limits of Insurance Chart and the Required Types of Insurance; Insurance Requirements; and Proof of Insurance sub-sections in "General Terms and Conditions".

☐ Yes

☐ No

*Response required

7.1.5. Drug-Free Workplace*

By selecting "Yes", Respondent hereby acknowledges it has implemented the requirements of Florida statute 287.087 and is in compliance with the requirements of a drug-free workplace program.

☐ Yes

☐ No

*Response required

7.1.6. Name and Title of Authorized Agent of the Respondent*

Respondent acknowledges that the name and title of the signatory (the "Authorized Signatory"), as completed below, is authorized to execute contracts/agreements with the County of Volusia, and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.

If the below-named individual is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a Memorandum of Authority shall be uploaded giving that individual authorization to commit the firm to a contract.

Please provide the Complete Name and Title which shall indicate acknowledgment.

*Response required

7.1.7. Conflict of Interest*

The award of this Solicitation is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the County of Volusia. Further, all respondents must disclose the name of any County of Volusia employee who owns, directly or indirectly, an interest of the Respondent's/Supplier's firm or any of its subsidiaries associated with this project. I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

Respondent shall select 'No' if a conflict of interest as defined in this question does NOT exist. Please select 'Yes' if a conflict of interest as defined in this question DOES exist and shall be further described in the explanation below.

☐ Yes

☐ No

*Response required

When equals "Yes"

*7.1.8. Enter explanation of the conflict of interest as indicated above. **

*Response required

*7.1.9. Do you or any owner(s), principal(s), or officer(s) of your firm currently serve on any Volusia County board(s) or committee(s)?**

☐ Yes

☐ No

*Response required

When equals "Yes"

*7.1.10. If you indicated YES to Volusia County board/committee question above...**

Please list the individual's full name(s) and the board(s) and/or committee(s) on which they serve.

*Response required

7.2. Revisions, Addenda, Questions & Answers

All answers to questions of substance will be publicly published using the Question & Answer feature.

Participants are required to review all revisions and answers to questions published. Revisions within the Solicitation as well as responses posted through the 'Question & Answer' feature are authoritative and shall be considered an addendum to the Solicitation. All information in this Solicitation, including information provided through the 'Question & Answer' feature are incorporated into the Solicitation or any Contract resulting from this Solicitation.

7.3. Public Entity Crime

*7.3.1. Public Entity Crime Acknowledgement**

Public Entity Crimes - Pursuant to Section 287.133(12)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Submittal Package (Bid Response) on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Submittal Package (Bid Response) on leases of real property to a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

By selecting 'Yes', the Respondent represents and warrants that the submission of its response/proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005) or their successor. In addition to the foregoing, the Respondent represents and warrants that Respondent,

Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

☐ Yes

☐ No

*Response required

7.4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

7.4.1. Acknowledgment Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion*

By selecting 'Yes' below, the Respondent certifies to the best of its knowledge and belief, that the firm and any subcontractor/supplier in accordance with a response to this solicitation:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency
- have not within a three-year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- are 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 in the previous paragraph of this certification.
- have not within a three (3) year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

☐ Yes

☐ No

*Response required

When equals "No"

7.4.2. Enter explanation of the 'No' response to the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.*

*Response required

7.5. Scrutinized Companies Certification

Per State of Florida Statute s. 287.135(5) Suppliers (companies) must acknowledge and agree to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies' paragraph listed

below. Respondents shall agree by marking the option below. Respondents neglecting to respond may be disqualified from consideration of award and deemed non-responsive.

I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies That Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this Solicitation is for a contract for goods or services where the total contract value is one million dollars (\$1,000,000) or more, I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this Solicitation upon written notice if the responding entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

7.5.1. *By selecting 'Yes', the respondent acknowledges and agrees to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies.'* *

- ☐ Yes
☐ No

*Response required

7.6. Forms/Documentation

7.6.1. *Bid Submittal Form* *

Please download the Bid Submittal form from the attachment section, complete and upload.

*Response required

7.6.2. *Memorandum of Authority*

If the Authorized Signatory identified in Section 1.11 above is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a memorandum of authority, signed by an authorized agent, shall be uploaded in this section giving that individual (Authorized Signatory) the authority to commit the firm to a contract.

7.6.3. *W-9**

Please attach current W-9 Form

*Response required

7.6.4. Proof of Insurance *

Please provide Proof of Insurance - evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Upon award, final forms must contain the correct solicitation and/or project number and Volusia County contact person.

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the response.

*Response required

7.6.5. Hold Harmless Agreement

Please download the below document, complete, and upload.

Only upload if applicable in accordance with Florida Law.

- [Volusia Hold Harmless Agree...](#)

7.6.6. Professional Certification/Licenses*

Respondent shall upload a current State of Florida Auto Dealer's License.

License shall remain current for the entire term of the Agreement resulting from this solicitation.

*Response required

7.6.7. Florida Department of State, Division of Corporations' Detail by Entity Name Report *

Florida Department of State, Division of Corporations' Detail by Entity Name Report

Provide a Florida Department of State, Division of Corporations' detail by entity name report for your firm, available at www.sunbiz.org. The Respondent shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services under the resulting Contract.

*Response required

7.6.8. Prohibition Against Contingent Fees*

Respondent shall properly complete, notarize and upload the attached disclosure statement certifying that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this contract.

- [Prohibition Against Conting...](#)

*Response required

7.6.9. Human Trafficking Attestation Pursuant to Section 787.06, Florida Statutes*

A duly authorized officer or representative of the Respondent (non-governmental entity) shall complete the included Volusia Human Trafficking Attestation Form in compliance with Section 787.06(13), Florida Statutes, (2024).

Download the attached form, complete, and upload completed form.

- [Volusia Human Trafficking A...](#)

*Response required

7.7. [Additional Information](#)

7.7.1. [Auction Site Address*](#)

*Response required

7.7.2. [Please submit your total number of employees. *](#)

*Response required

7.7.3. [Are you a sole proprietor? *](#)

☐ Yes

☐ No

*Response required

7.7.4. [References *](#)

Please download the below documents, complete, and upload.

The information provided in this section, must be current and the County must be able to contact references for verification as part of the evaluation process. It is the firm's responsibility to ensure E-mail addresses provided are current and accurate.

Unless specifically asked by the County, the County of Volusia shall not be listed as a reference. The respondent shall provide examples of similar projects which best illustrates the Consultant's qualification for the scope of services.

- [References Form\(492427\).pdf](#)

*Response required

8. [Definitions](#)

As used in this Bid, the following terms shall have the meanings set forth below:

Agreement: Result from this solicitation between the County and the Contractor, which is this Bid, along with any written addenda and other written documents, which are expressly incorporated by reference.

Agreement Administrator: The Director of Purchasing and Contracts or designee shall serve as Agreement Administrator. The Agreement Administrator shall be responsible for addressing any concerns within the scope of the Agreement. Any changes to the resulting Agreement shall be made in writing and authorized by the Director of Purchasing and Contracts.

Commission Rate: A percentage of the gross sales which shall include all costs associated with the auction activities including, but not limited to, printing and mailing/e-mailing of auction brochures, all forms of advertising, bidder registration forms, collection, transportation, storage, and conducting the auction.

Contractor: The person or entity duly authorized, upon award of an invitation to bid (ITB), to have an Agreement with the County to provide the product and/or services set forth herein and incurring liability for the same.

Contractor's Project Manager: The Project Manager has responsibility for administering this Agreement for the successful Bidder(s) and will be designated prior to the issue of the resulting Master Agreement or Purchase Order.

County: Shall mean the County of Volusia (a body corporate and politic and a subdivision of the State of Florida).

County's Project Manager(s): The Project Manager(s) have responsibility for the day-to-day administration of the resulting Agreement for the County and will be designated prior to award of the resulting Master Agreement or Purchase Order.

Day: The word "day" means each calendar day or accumulation of calendar days.

Director: The Director of Purchasing and Contracts for the County of Volusia, Florida.

Master Agreement: The payment vehicle through with the successful Bidder(s) shall be compensated. This Agreement will be issued in accordance with the specifications, terms, and conditions of this Bid document and shall be valid for a specified period of time with a specific dollar value, which shall not be exceeded annually.

Person or Persons: An individual, firm, partnership, corporation, association, executor, administrator, trustee, or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

Preference: The method of the reducing the proposed Bid or quote price by a designated percentage for the sole purpose of determining the lowest price when compared to other prices submitted during a competitive solicitation.

Protest: See process at www.volusia.org/purchasing.

Purchase Order: The County's written document to the Contractor formalizing the proposed transaction, such as a description of item(s)/services, delivery location, payment terms, invoice address and transportation. If there are any conflicts between the Purchase Order and the resulted awarded ITB the terms of the ITB shall prevail.

Respondent: One who submits a response to an invitation to bid (ITB).

Response: A Contractor's offer to the County in response to an invitation to bid (ITB) issued by a purchasing authority.

Subcontractor: A person other than a materialman or laborer who enters into a contract with a Contractor for the performance of any part of the Agreement documents.

Tracking Ticket: A form generated by the County's Surplus Property Management System (SPMS) that tracks surplus item(s) from picking up to disposal.



[GEORGE GIDEON AUCTIONEERS] RESPONSE DOCUMENT REPORT

ITB No. 24-B-184KW

[Auction Services](#)

RESPONSE DEADLINE: September 17, 2024 at 3:01 pm

Report Generated: Friday, September 20, 2024

George Gideon Auctioneers Response

CONTACT INFORMATION

Company:

George Gideon Auctioneers

Email:

onlinesales@ggauctions.com

Contact:

George Gideon

Address:

2753 N HWY 441
Zellwood, FL 32798

Phone:

(407) 886-2211

Website:

ggauctions.com

Submission Date:

Sep 17, 2024 9:46 AM (Eastern Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Acknowledgements

ACKNOWLEDGMENT*

Pass

By checking yes, the Respondent acknowledges the following:

- Information provided in the response is true and correct and that the submission of a response is final.
- The Respondent agrees to all terms and conditions contained in this solicitation and related exhibits.
- Respondent further agrees and acknowledges that no proprietary or confidential information has been submitted. By submitting this proposal or entering into this contract, Contractor/Respondent acknowledges that all documents submitted are public records and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services or delivery of products provided under this proposal or contract are public records subject to the public records disclosure requirements of Florida Statutes sec. 119 et seq., and Article I, section 24 of the Florida Constitution.
- Responses may be withdrawn by the Respondent prior to the closing/offer date. Following the closing date, Respondent understands that a response may not be withdrawn.

Yes

SCOPE OF SERVICES ACKNOWLEDGEMENT*

Pass

By checking yes, vendor acknowledges the above and/or included Scope of Services and will furnish said product and/or services according to the specifications or scope of services detailed within this Solicitation if awarded.

Yes

BY CHECKING YES, THE VENDOR AGREES TO COMPLY WITH THE E-VERIFY REQUIREMENTS AS DESCRIBED IN THIS SECTION.*

Pass

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 / Consultant on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement, including Subcontractors. Any subcontract entered into by Contractor with any Subcontractor performing work under this contract shall include the following language: "The Subcontractor 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 on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement." The Contractor covenants and agrees that if it is found in violation of this section or the Executive Order, such violation shall be a material breach of this Agreement and Contractor shall indemnify, defend and hold harmless the County from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the County.

Yes

INSURANCE ACKNOWLEDGEMENT*

Pass

By checking yes, Respondent agrees to the insurance requirements as detailed in the Required Types and Limits of Insurance Chart and the Required Types of Insurance; Insurance Requirements; and Proof of Insurance sub-sections in "General Terms and Conditions".

Yes

DRUG-FREE WORKPLACE*

Pass

By selecting "Yes", Respondent hereby acknowledges it has implemented the requirements of Florida statute 287.087 and is in compliance with the requirements of a drug-free workplace program.

Yes

NAME AND TITLE OF AUTHORIZED AGENT OF THE RESPONDENT*

Respondent acknowledges that the name and title of the signatory (the "Authorized Signatory"), as completed below, is authorized to execute contracts/agreements with the County of Volusia, and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.

If the below-named individual is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a Memorandum of Authority shall be uploaded giving that individual authorization to commit the firm to a contract.

Please provide the Complete Name and Title which shall indicate acknowledgment.

George Jason Gideon, Online Sales Manager

CONFLICT OF INTEREST*

The award of this Solicitation is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the County of Volusia. Further, all respondents must disclose the name of any County of Volusia employee who owns, directly or indirectly, an interest of the Respondent's/Supplier's firm or any of its subsidiaries associated with this project. I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

Respondent shall select 'No' if a conflict of interest as defined in this question does NOT exist. Please select 'Yes' if a conflict of interest as defined in this question DOES exist and shall be further described in the explanation below.

No

DO YOU OR ANY OWNER(S), PRINCIPAL(S), OR OFFICER(S) OF YOUR FIRM CURRENTLY SERVE ON ANY VOLUSIA COUNTY BOARD(S) OR COMMITTEE(S)?*

No

2. Revisions, Addenda, Questions & Answers

All answers to questions of substance will be publicly published using the Question & Answer feature.

Participants are required to review all revisions and answers to questions published. Revisions within the Solicitation as well as responses posted through the 'Question & Answer' feature are authoritative and shall be considered an addendum to the Solicitation. All information in this Solicitation, including information provided through the 'Question & Answer' feature are incorporated into the Solicitation or any Contract resulting from this Solicitation.

3. Public Entity Crime

PUBLIC ENTITY CRIME ACKNOWLEDGEMENT*

Public Entity Crimes - Pursuant to Section 287.133(12)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Submittal Package (Bid Response) on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Submittal Package (Bid Response) on leases of real property to a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

By selecting 'Yes', the Respondent represents and warrants that the submission of its response/proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005) or their successor. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

Yes

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

ACKNOWLEDGMENT REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION*

By selecting 'Yes' below, the Respondent certifies to the best of its knowledge and belief, that the firm and any subcontractor/supplier in accordance with a response to this solicitation:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency
- have not within a three-year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- are 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 in the previous paragraph of this certification.
- have not within a three (3) year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Yes

5. Scrutinized Companies Certification

Per State of Florida Statute s. 287.135(5) Suppliers (companies) must acknowledge and agree to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies' paragraph listed below. Respondents shall agree by marking the option below. Respondents neglecting to respond may be disqualified from consideration of award and deemed non-responsive.

I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies That Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this Solicitation is for a contract for goods or services where the total contract value is one million dollars (\$1,000,000) or more, I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority- owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this Solicitation upon written notice if the responding entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

BY SELECTING 'YES', THE RESPONDENT ACKNOWLEDGES AND AGREES TO THE 'CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES.' *

Yes

6. Forms/Documentation

BID SUBMITTAL FORM *

Please download the Bid Submittal form from the attachment section, complete and upload.

Auction_Services_24-B-184KW_George_Gideon_Auctioneers_Inc_reponse.docx

MEMORANDUM OF AUTHORITY

If the Authorized Signatory identified in Section 1.11 above is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a memorandum of authority, signed by an authorized agent, shall be uploaded in this section giving that individual (Authorized Signatory) the authority to commit the firm to a contract.

No response submitted

W-9*

Please attach current W-9 Form

completed_w9.pdf

PROOF OF INSURANCE *

Please provide Proof of Insurance - evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Upon award, final forms must contain the correct solicitation and/or project number and Volusia County contact person.

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the response.

general_liability.jpg

workers_comp.jpg

HOLD HARMLESS AGREEMENT

Please download the below document, complete, and upload.

Only upload if applicable in accordance with Florida Law.

- [Volusia Hold Harmless Agree...](#)

Completed_hold_harmless_part_1.pdf

Completed_hold_harmless_part_2.pdf

PROFESSIONAL CERTIFICATION/LICENSES*

Respondent shall upload a current State of Florida Auto Dealer's License.

License shall remain current for the entire term of the Agreement resulting from this solicitation.

dealers_license.jpg

ab_auctioneers_license.jpg

au_auctioneers_license.jpg

business_tax_receipt.jpg

FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS' DETAIL BY ENTITY NAME REPORT *

Florida Department of State, Division of Corporations' Detail by Entity Name Report

Provide a Florida Department of State, Division of Corporations' detail by entity name report for your firm, available at www.sunbiz.org. The Respondent shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services under the resulting Contract.

[sunbiz_part_1.jpg](#)

[sunbiz_part_2.jpg](#)

PROHIBITION AGAINST CONTINGENT FEES*

Respondent shall properly complete, notarize and upload the attached disclosure statement certifying that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this contract.

- [Prohibition Against Conting...](#)

[Completed_contingent_fees.pdf](#)

HUMAN TRAFFICKING ATTESTATION PURSUANT TO SECTION 787.06, FLORIDA STATUTES*

A duly authorized officer or representative of the Respondent (non-governmental entity) shall complete the included Volusia Human Trafficking Attestation Form in compliance with Section 787.06(13), Florida Statutes, (2024).

Download the attached form, complete, and upload completed form.

- [Volusia Human Trafficking A...](#)

[Completed_Human_Trafficking_form.pdf](#)

7. Additional Information

AUCTION SITE ADDRESS*

2753 N Hwy 441, Zellwood FL 32798

PLEASE SUBMIT YOUR TOTAL NUMBER OF EMPLOYEES. *

14

ARE YOU A SOLE PROPRIETOR? *

No

REFERENCES *

Please download the below documents, complete, and upload.

The information provided in this section, must be current and the County must be able to contact references for verification as part of the evaluation process. It is the firm's responsibility to ensure E-mail addresses provided are current and accurate.

Unless specifically asked by the County, the County of Volusia shall not be listed as a reference. The respondent shall provide examples of similar projects which best illustrates the Consultant's qualification for the scope of services.

- [References Form\(492427\).pdf](#)

references_page_1.jpg

references_page_2.jpg

PRICE TABLES

SALES COMMISSION RATES

All cost including, but not limited to, printing and mailing/e-mailing of auction brochures, newspaper advertising, trade magazine advertisements, electronic advertisements, bidder registration forms, collection, transportation, storage, and conducting the auction:

Line Item	Description	Unit of Measure	Percentage
1	All titled items:	Not Applicable	12.5%
2	All non-titled, motorized items including, but not limited to, tractors, mowers, generators, and welders:	Not Applicable	15%
3	All office furniture and equipment including, but not limited to, small tools, electronic and miscellaneous equipment and items:	Not Applicable	70%
4	All Heavy Equipment items, including transportation	Not Applicable	15%
5	All Heavy Equipment items, excluding transportation	Not Applicable	10%

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Tab 9 – Addenda

Tab 10 – Additional Requirements Attachments

***Tab 1 - Quick outline of requirements and
answers following the Scope of Work (vendor
answers are in green)***

5.1. Surplus Property Management System

- A. Volusia County has developed an in-house Surplus Property Management System (SPMS) that allows for 100± designated property custodians to enter surplus items for disposal.
1. Custodians enter details of their surplus items into the SPMS. A Tracking Ticket (**Exhibit D—Tracking Ticket**) generates and prints for all items.
 1. George Gideon Auctioneers is familiar with this requirement and will comply to fulfill it to the County's satisfaction.
 2. Tracking Tickets are photo-copied, as needed, with a copy affixed to each item listed on the ticket (for multiple lines of entry or multiple quantities) for the Contractor's and County's use in tracking details and revenue for items.
 1. George Gideon Auctioneers is familiar with this requirement and will comply to fulfill it to the County's satisfaction.
 3. The County Project Manager, or designee, closes out data entry once a month and downloads current details to an Excel spreadsheet showing all items including tracking numbers; County contact name and phone number; item description; fixed asset number; serial number; pick-up location, and quantity of items. This spreadsheet is forwarded to the Contractor (**Exhibit B—Property List**).
 1. George Gideon Auctioneers is familiar with this requirement and will comply to fulfill it to the County's satisfaction.
 4. The Contractor shall sort by location, plan a pick-up schedule, and contact the custodians listed on the spreadsheet to coordinate pick-up date and time.
 1. George Gideon Auctioneers is familiar with this requirement and will contact all custodians.
 5. The Contractor shall receive, store, sort, tag, and prepare the surplus items for the monthly auction. The Contractor shall be responsible for all required title and tax paperwork as well as the disposition of all items that do not sell.
 1. George Gideon Auctioneers will receive, store, sort, tag, and prepare all surplus items for the monthly auction. We will also transfer all tag work per DMV guidelines and requirements and prepare and remit sales tax to the state on a monthly basis and dispose of all items that did not sell at no cost to the County.
 6. The Contractor shall prepare a reconciliation of the sale, dividing the report into vehicle sales and miscellaneous sales. Reports shall provide information on the sold items including a description of the item with the County's original tracking

number, the County Property Number, sale price, related expenses, commission rate, and the total revenue to the County. This information shall be included with the revenue payment for the monthly auction, which shall be due and payable to the County by the 10th day of the month following the auction.

1. George Gideon Auctioneers shall reconcile all reports as per the County's guidelines and have them to the County in the required timeline.

B. Pick Up Locations: The County has over 400 different offices/work sites and reserves the right to add or delete sites at any time during the term of the Agreement resulting from this ITB. Month to month, the pick-up requirements vary greatly. The County has no central holding area. Each month the Contractor shall pick up at all locations on the surplus listing for that month. Vehicles for disposal are generally located at the County's Fleet Maintenance facility; however, vehicles may also be located at any other County location. **Exhibit C—County Locations** is a listing of current physical locations.

1. George Gideon Auctioneers is familiar with this requirement and will pick up from all locations the County requires.

C. Items to be picked up: **Exhibit B —Property List** is a sample of a monthly pick up listing. Items are classified as one of two categories. The first category is "vehicles", which may include tractors, motorized accessories for vehicles or tractors, small grounds maintenance equipment such as bush hogs, mower decks, police car cages, outboard motors, jet skis, and ATV's. The second category will be "other" and may include a wide range of items.

1. George Gideon Auctioneers is very familiar with this list.

D. Heavy Equipment Disposal: A listing of heavy equipment is a separate line item on the proposal page. Some of the County's heavy equipment is taken to separate auctions during the year, however, it may be deemed in the best interest of the County to use this Agreement for sale of the specific equipment.

1. George Gideon Auctioneers is familiar with this requirement and will comply to fulfill it to the County's satisfaction.

5.2. Contractor Qualifications

Contractor shall have conducted public auctions for government entities in the State of Florida for a minimum of five (5) years.

1. George Gideon Auctioneers has been conducting Auctions for Government Agencies in the State of Florida for the past twenty-eight (28) years.

5.3. Contractor Responsibilities:

Contractor shall:

- A. Remove all surplus items from County property each month and store those items on Contractor's site until auction occurs.
 - 1. George Gideon Auctioneers is familiar with this requirement and will comply to fulfill it to the County's satisfaction.
- B. Return reports in an electronic format for use by County staff.
 - 1. George Gideon Auctioneers is familiar with this requirement and will comply to fulfill it to the County's satisfaction.
- C. Provide an auction site within an eighty (80) mile radius of Volusia County to ensure residents of the County attendance without undue travel issues;
 - 1. George Gideon Auctioneers facility is with eighty (80) miles of all residents of the County and thirty-three (33) miles of the County offices in Deland.
- D. Be open and available to the public per the County's policy for sale of surplus items with no admission fees, access charges or bid deposits;
 - 1. George Gideon Auctioneers is open to the public 5 days a week (excluding Federal Holidays) for viewing items by the general public and our website is available 24/7 for viewing of items by the general public. There are no fees/access charges or deposits required to view items online or at our facility.
- E. Submit a written annual schedule, if applicable, of all anticipated auctions when requested by County Project Manager or designee;
 - 1. George Gideon Auctioneers hosts Auctions every Monday and Tuesday night (excluding Federal holidays).
- F. Be licensed in the State of Florida as an auto dealer and be responsible for all vehicle title transfers and related title issues at the time of sale in accordance with all Florida Department of Motor Vehicle (DMV) requirements;
 - 1. George Gideon Auctioneers is familiar with this requirement and will comply to fulfill it to the County's satisfaction as a registered dealer in the State of Florida.
- G. Submit proof of possessing all licenses and permits required to conduct auctions;
 - 1. George Gideon Auctioneers will attach all licenses and permits in its bid submittal.
- H. Comply with all applicable local, state, and federal laws and regulations;
 - 1. George Gideon Auctioneers is familiar with this requirement and will comply with laws and regulations at all levels of government.

- I. Sell property to the highest responsible bidder;
 - 1. George Gideon Auctioneers is familiar with this requirement and will comply to fulfill it to the County's satisfaction.
- J. Collect all sales tax, and make restitution to the State in accordance with all requirements;
 - 1. George Gideon Auctioneers is familiar with this requirement and will comply to fulfill it to the County's satisfaction.
- K. Offer internet auction services;
 - 1. George Gideon Auctioneers offers a intuitive interactive website that accepts bids from the moment an item is posted for Auction until the moment it ends. Buyers also have access to a profile that includes invoices, a list of items they are bidding on and whether they have won or lost said item and a watchlist of items they intend to bid on.
- L. Maintain a mailing list of prospective buyers and mail/e-mail information on a regular basis to the prospective buyers to ensure interest in the process and to ensure participation from a wide variety of persons;
 - 1. George Gideon Auctioneers maintains an extensive buyers list and emails buyers about new auctions, outbid notices, and invoices on items they have won. This is covered extensively in tab 3.
- M. Maintain an active website and post auction information or brochures with a sales schedule, if applicable, on said website;
 - 1. George Gideon Auctioneers website is active 24/7 with new postings everyday. As soon as an item is available for bid it is put on our website under Volusia County's very own Auction page.
- N. Include County of Volusia's items on Contractor's website;
 - 1. George Gideon Auctioneers puts all of Volusia County's items on it's website.
- O. Maintain records and reports considered necessary by the County, other than those routinely provided by the Contractor;
 - 1. George Gideon Auctioneers is familiar with this requirement and will comply to fulfill it to the County's satisfaction.
- P. Provide requested reports along with the monthly remittance to the County by the 10th day of the month following the auction;
 - 1. George Gideon Auctioneers is familiar with this requirement and will comply to fulfill it to the County's satisfaction.

- Q. Pick up and transport vehicles in a timely manner, working closely with the Fleet department to ensure knowledge of the schedule, the receipt of titles, and removal of appropriate vehicles, as required;
1. George Gideon Auctioneers works closely with all agencies to transport (not drive) all items in a timely manner to keep our clients happy.
- R. Pick up all other (non-titled) items prior to the monthly auction date and store all items under roof and in-doors at all times;
1. George Gideon Auctioneers works closely with all agencies to pick up all items in a timely manner to keep our clients happy. We also have two (2) warehouses to store weather sensitive items under roof or in-doors until they are picked up by a winning bidder.
- S. Be responsible for items once removed from County locations;
1. George Gideon Auctioneers takes responsibility for all items once picked up from a County location.
- T. Call each County custodian submitting items on current surplus property list to coordinate the date and time of pick up in their area; and,
1. George Gideon Auctioneers is familiar with this requirement and will comply to fulfill it to the County's satisfaction.
- U. Require all staff have identification in the form of a company logo shirt, badge, or vest when on County property.
1. George Gideon Auctioneers is familiar with this requirement and will comply to fulfill it to the County's satisfaction.

5.4. Disposal After Sale

Unless otherwise directed by the County, unsold vehicles shall be sold at the next available auction at no additional cost to the County. Disposal of all other items shall be at the discretion of the Contractor. There shall be no cost to the County for any disposition.

1. George Gideon Auctioneers will sell all unsold vehicles at the next sale at NO additional cost to the County. Volusia County will not be cha

5.5. Surplus Pickup and Coordination

- A. Contractor shall be responsible for coordinating pick-up of County surplus and vehicles.
 - 1. George Gideon Auctioneers works closely with all agencies to pickup all items in a timely manner to keep our clients happy.
- B. Services shall include, but not be limited to, loading, unloading, transporting property to the auction site, and temporary storage.
 - 1. George Gideon Auctioneers will be responsible for loading, transport and storage of all Volusia County items.
- C. The Contractor shall designate one contact person regarding scheduling, planning, site review, or to identify any special requirements or emergency surplus pickup.
 - 1. George Gideon Auctioneers designates Karl Reinhard (karlreinhard@ggauctions.com) as the contact person for all transportation needs.
- D. The County of Volusia reserves the right to request replacement of the designated contact person if it finds that the representative is not responsive or compatible.
 - 1. George Gideon Auctioneers is familiar with this requirement and will comply to fulfill it to the County's satisfaction.
- E. Contractor shall contact the County Project Manager or designee, prior to the anticipated pickup, to schedule dates, time, and route.
 - 1. George Gideon Auctioneers is familiar with this requirement and will comply to fulfill it to the County's satisfaction.

5.6. County Responsibilities

- A. The County of Volusia will provide the certificate(s) of title and all other documents necessary to effect transfer of title for motor vehicles, trailers, and vehicle equipment. Contractor may opt not to offer vehicles at auction unless all documents required to facilitate a transfer of title for motor vehicles, trailers, and vehicle equipment are submitted prior to sale.
- B. The County shall provide an inventory with all pertinent information on all vehicles/property to be sold.
- C. The County shall coordinate the transportation of vehicles with the Contractor.

5.7. Auction Reports

A. A computer-generated report, both hard-copy and electronic and in a format approved by County, shall be submitted with the revenue payment for proceeds due the County no later than the 10th day of the month following the auction date. The electronic report shall include a completed description of all items as follows:

- County generated Tracking Ticket number;
- Sale prices;
- Commission charged and net revenue per item or lot;
- Expenses for transport of vehicles and miscellaneous expenses; and,
- Lot description including County Property numbers and tracking numbers from the report submitted by the County to Contractor.

1. George Gideon Auctioneers will provide both a hard copy and an electronic report with all the required information within the required timeline.

B. Sales reports shall be submitted in a format acceptable to the County Project Manager.

1. George Gideon Auctioneers has many different formats of reports that can be submitted and will work with the County Project Manager to provide whatever report they need.

5.8. Fee and Commission Proposal

A. Auctions conducted on behalf of the County shall charge no buyer's premium.

1. George Gideon Auctioneers will charge no buyers premium or buyers/access fee.

B. The proposal shall include Commission Rates as a percentage of the gross sales. Proposed commissions shall include all costs associated with the auction activities including, but not limited to, printing and mailing/e-mailing of auction brochures, newspaper advertising, trade magazine advertisements, electronic advertisements, bidder registration forms, collection, transportation, storage, and conducting the auction.

1. George Gideon Auctioneers commission fee is all inclusive and shall cover all Auction costs listed above.

C. Section 5.0 Bid Submittal Form, shall be completed to include the Commission Rates for the following categories:

- All titled items.
- All non-titled items, including, but not limited to, motorized items such as tractors, mowers, generators, welders.
- All office furniture and equipment, small tools, electronic and miscellaneous equipment and items.
- All Heavy Equipment items.

Tab 2 – Vendor Profile and Submittal Letter

Ms. Kathy Williams
Procurement Manager
Volusia County
123 W. Indiana Avenue Suite 302
Deland, FL 32720

Ms. Williams:

Thank you for the opportunity to submit this On-Line Auction Services proposal for the disposal of surplus vehicles, equipment and miscellaneous items for Volusia County.

In this proposal we will provide Volusia County with our proven concepts and details of our management philosophy as well as utilization of our On-Line Auction skills to perform successful sales of your assets. **George Gideon Auctioneers, Inc.** has Forty-Five (45) years of experience working for Governmental Entities and businesses throughout the Southeastern and Midwestern United States, which is a testament to our ability to conduct successful and profitable On-Line Auctions for Volusia County.

The staff of **George Gideon Auctioneers, Inc.** has over 150 combined years of experience in conducting successful Governmental Auctions. We pride ourselves in the teamwork of our employees and the professional and friendly way they perform their duties. They personify Service and are a complement to our Mission Statement and to you, our client. Our Mission Statement is, *"As a Service Company, our ability is surpassed only by our desire for success. We pledge to our clients the respect and honor they deserve, because in the end, our success is directly linked to their success."*

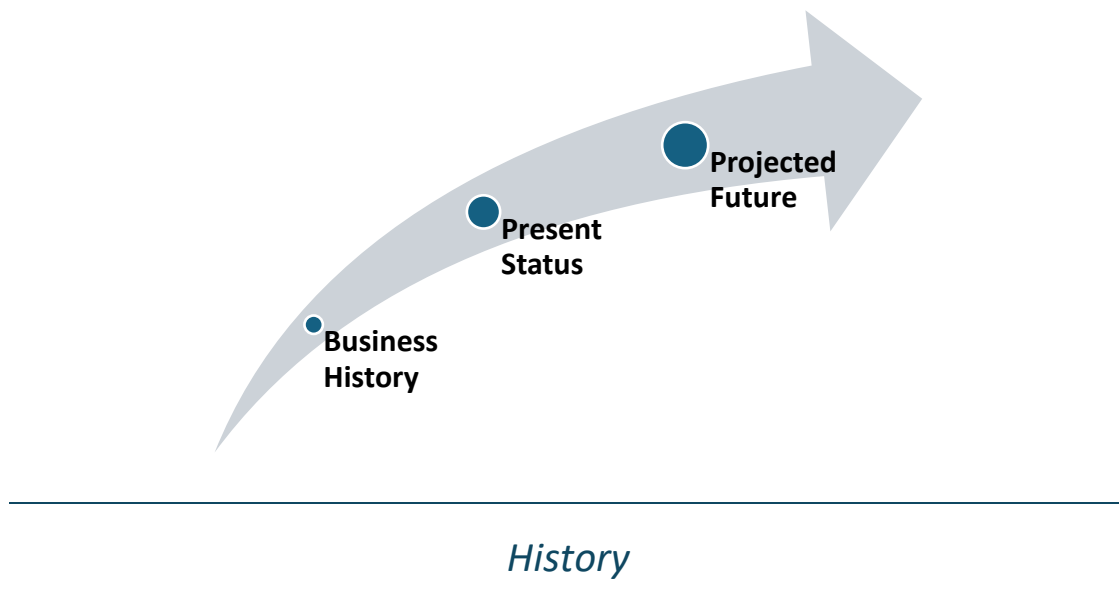
Our experience with Governmental Entities makes us aware of the multitude of legal requirements to maintain an audit trail for all surplus items. Our customized multi-user computer software gives you, our client, this tracking and On-Line sales ability.

The individuals with **George Gideon Auctioneers, Inc.** authorized to commit the Company by signature are George Gideon, President, Amy Reinhard, Office Manager, and Jason Gideon, Online Auction Manager, Karl Reinhard, Transportation Manager. We may be reached at PO Box 1799, Zellwood, FL 32798-1799, location 2753 N Hwy 441, Zellwood, FL 32798 or by phone at 407-886-2211, or e-mail Onlinesales@ggauctions.com

If you have any questions as to how we may serve you, please feel free to contact me.

Sincerely,

Jason Gideon
George Gideon Auctioneers, Inc.
Onlinesales@ggauctions.com



George Gideon Auctioneers, Inc. was formed in 1996 by George and Anita Gideon. It has grown from its inception to one of the largest On-Line Auction companies based in the State of Florida, specializing in the Auctioning of Governmental Surplus. We chose to represent Governmental Agencies because of the extensive bidding base we have acquired in marketing Governmental Surplus Property during the previous twenty-eight (28) years and our reputation and relationship with these buyers.

George Gideon has a total of over forty-five (45) years of experience in conducting Governmental Fleet Vehicular Auctions, both On-line and Live. This experience is outlined as twenty-eight (28) years of experience as President for **George Gideon Auctioneers, Inc.** and seventeen (17) years as Regional Manager, Lead Auctioneer and Sales Representative for a major National Governmental Auction Company. Mr. Gideon was instrumental in conducting some of the first Nationally attended Auctions for Volusia County, Brevard County, The City of Fort Lauderdale, and Florida Power and Light. He now augments his own business with over seventy (70) Central Florida Governmental Agencies.

George Gideon Auctioneers, Inc. expanded their market coverage from Live Auctions to Online Auctions in 2001 and during the past twenty-three (23) years has grown to one of the largest Florida based firms offering On-Line Auctioneering services to Central Florida Governmental Agencies and private business.

Our thirty-seven (37) plus years of Live Auctions and twenty-three (23) years of On-Line Auctions held for Governmental Agencies has given us an exceptionally large following of repeat buyers from across the United States, Canada, Mexico, and other foreign countries. This has given us the opportunity to expose our clients, in an ever-changing Internet based market, to an expanded base of potential buyers for their surplus items. Our many years of Live and Online Auctions has given us the hands-on insight for the newest and most innovative ways to recover the largest return on your assets.

George Gideon Auctioneers, Inc. was one of the first in Florida to offer On-line Auctions that had an Automatic Bidding Extension for items bid on in the last minutes of the scheduled ending. This Automatic Bid Extension brought the on-line bidding process into the world of Live Auction bidding frenzy, with many items increasing in bidding value of 20% or more in the last minutes of bidding.

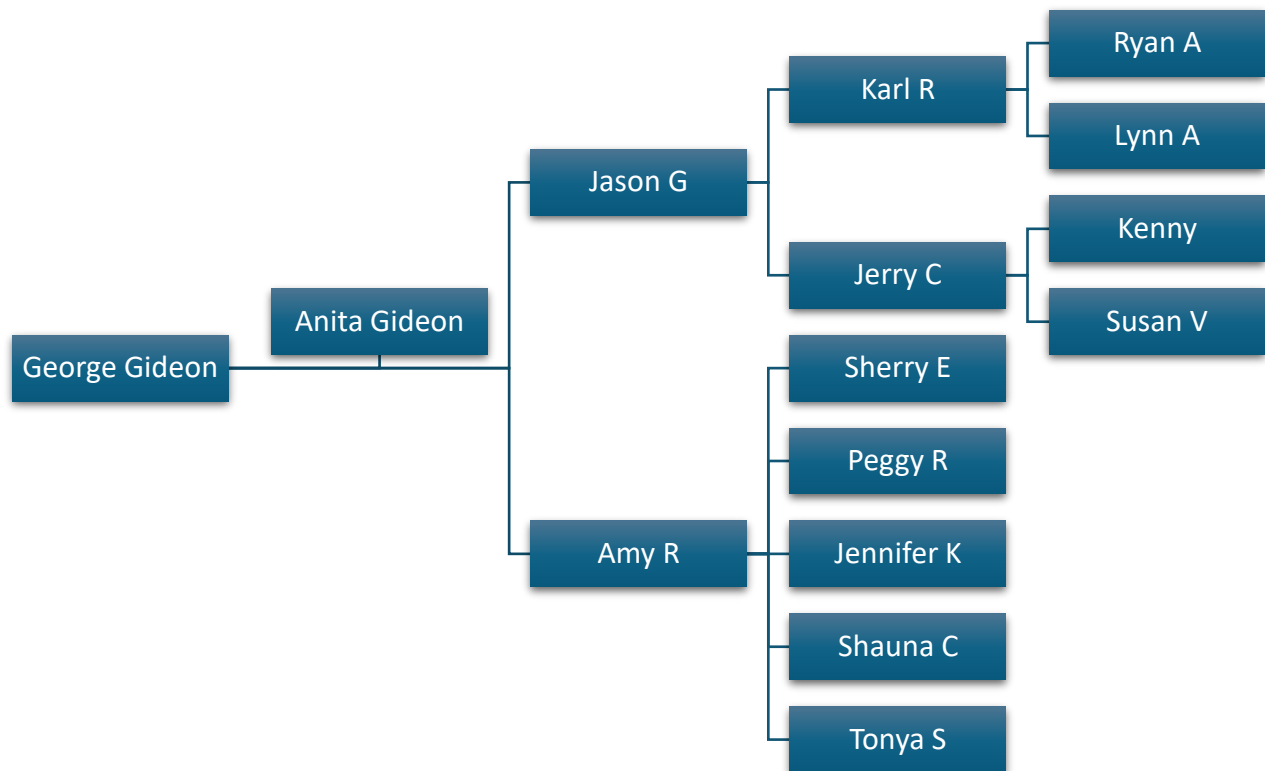
Local Vendor

Both George Gideon Auctioneers (Orange County) and our subcontractors (Lake, Orange, and Volusia County) qualify as “local” vendors in the 4.10 subsection defining a local vendor.

And one (1) of our subcontractors is a disabled veteran owned business.

Florida Online Auctions Operation Team

George Gideon Auctioneers, Inc. is comprised of many talented employees with 150+ years of experience in conducting Government and Private Business Auctions.



Project Manager

Sales Manager

Jason Gideon



Education

Associate of Science, UCF
Mechanical Engineering

April 2011

Experience

Sales Manager, George
Gideon Auctioneers

May 2010- Current

- Exceeded sales goals and improved profitability by aligning sales strategies and business plans with market trends
- Maintained professional network of potential clients and business opportunities
- Developed and implemented new sales strategies to update product lines
- Formalized sales process to enhance operations and promote acquisition of new customers
- Researched and capitalized on emerging opportunities to build business and expand customer base
- Oversaw management and implementation of new revenue strategies, sales initiatives and customer engagement tactics to increase market share
- Hired and motivated high-performing service team achieving over \$1,000,000 in new sales per year
- Achieved company growth for several consecutive years through market expansion and sales

Contact

Phone

407-886-2211

Address

2753 N Hwy 441
Zellwood, FL 32798

Email

onlinesales@ggauctions.com

Relevance to this bid

- Profit and revenue generating strategies
- Service driven sales
- Technical knowledge of software systems implemented
- Risk mitigation
- Contract management
- Implementing requested service adjustments

Manager Support Staff

Professional Auctioneer

George Gideon



Education

Brookhaven College, Dallas TX
General Studies

April 1973

Experience

President, George Gideon
Auctioneers

August 1996- Current

- Administers day-to-day operations, including accounting and budget management, business development, performance metrics and customer service.
- Coordinates work across departments to keep teams on track with company goals.
- Leads startup and opening of business and provided business development, creation of operational procedures and workflow planning.
- Determines performance goals and offered tactics for achieving milestones.
- Oversees all aspects of business expansion objectives and opportunities, including new market exploration.
- Generates and implements business strategies to increase revenue while executing operational base development.
- Represents company interests before all relevant parties, including federal agencies, city representatives and regulatory entities.

Contact

Phone

407-886-2211

Address

2753 N Hwy 441
Zellwood, FL 32798

Email

George@ggauctions.com

Relevance to this bid

- Setting terms of the bid submitted
- Adherence to terms of the contract on George Gideon Auctioneers end
- Management of staff working on bid details
- Accounting for sale of items and payment to the Agency

Manager Support Staff

Vice President

Anita Gideon



Education

BBA Degree, University of
North Texas, Denton TX
Business Administration and
Human Resources

April 1974

Experience

Vice President, George Gideon Auctioneers August 1996- Current

- Communicated regularly with executive team members to deliver pertinent details related to progress status and direction for projects.
- Coordinated work across departments to keep teams on track with company goals.
- Hired and managed employees to maximize productivity while training staff on best practices and protocol.
- Created business process flows to identify opportunities for improvement.
- Attended trade shows and client meetings to promote company brand.
- Researched underlying issues, regulatory compliance status and processes to resolve complex business issues and recommend strategic corrective actions.
- Implemented best practices to strengthen internal systems and spearhead proactive change.

Contact

Phone

407-886-2211

Address

2753 N Hwy 441
Zellwood, FL 32798

Email

info@ggauctions.com

Relevance to this bid

- Operations oversight
- Account management
- Brand management
- Policy development
- Program management
- Contract administration
- Employee coaching

Manager Support Staff

Office Manager

Amy Reinhard



Education

Bachelor of Arts, UCF, Orlando FL
December 2004
Psychology

Experience

Office Manager, George Gideon Auctioneers
May 2001- Current

- Management of daily operations of Auction office and facility
- Communicate regularly with executive team members to deliver pertinent details related to progress status and direction for projects.
- Coordinates work across Departments to keep teams on track with Company goals.
- Created business process flows to identify opportunities for improvement.
- Assist in the planning and scheduling of Internet Auctions
- Coordinates with Advertising Department on layout and placement and personal phone calls to promote Auctions
- Involved with all phases of Auction Sales Set-up Department from receiving to pickup and delivery requests to consignor payment
- Supervises all phases of Title Department work and proper title transfers for Internet Sales (if warranted)
- Handle Customer and Client relations
- Closes Auctions and generates Buyer invoices for email notification
- Supervises the collection all funds from Internet purchases

Contact

Phone
407-734-1109
Address
2753 N Hwy 441
Zellwood, FL 32798
Email
admin@ggauctions.com

Relevance to this bid

- Operations oversight
- Account management
- Brand management
- Policy development
- Program management
- Contract administration
- Employee coaching

Manager Support Staff

Transportation Manager

Karl Reinhard



Education

Bachelor of Science, UCF,
Orlando FL
Finance

May 2003

Experience

Transportation Manager,
George Gideon Auctioneers

August 2023-
Current

- Oversee daily, weekly transportation schedules
- Coordinate inventory to achieve maximum efficiency
- Organize scheduling of entity item pickup with drivers to achieve optimal workflow
- Attends trade shows and client meetings to promote company brand
- Monitors Auction item input
- Reconciles client inventories
- Communicate regularly with executive team members to deliver pertinent details related to progress status and direction for projects
- Assist in the planning and scheduling of Internet Auctions
- Involved with all phases of Auction Sales Set-up from receiving to pickup and delivery requests to consignor payment

Contact

Phone

407-886-2211

Address

2753 N Hwy 441
Zellwood, FL 32798

Email

karlreinhard@ggauctions.com

Relevance to this bid

- Operations oversight
- Account management
- Brand management
- Policy development
- Program management
- Contract administration
- Employee coaching

Company Details

INCORPORATED IN THE STATE OF FLORIDA

- FEIN 59-3404789

LICENSED TO CONDUCT AUCTIONS IN FLORIDA

- Florida Auctioneers License AB 1501/AU672
- Florida Automobile Dealers License
- Orange County Florida Business License and Polk County Florida Business License

MAILING ADDRESS (USPS)

- P.O. Box 1179 Zellwood, FL 32798-1179

LOCATION (UPS AND FEDEX MAILING ADDRESS)

- 2753 North Highway 441 Zellwood, FL 32798

BUSINESS TELEPHONES

- Office 407/886-2211
- Office 866/890-5841
- Fax 407/886-2248
- E-mail admin@ggauctions.com

INSURANCE GROUP

- National Risk Management, Longwood, FL.
- Gentry Group, Apopka, FL.

LEGAL ENTITY DESIGNATION

- George Gideon Auctioneers, Inc. operates under its name, in the State of Florida licensed as a Sub Chapter S Corporation.

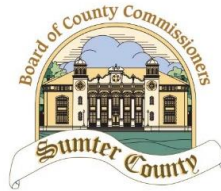
OWNERSHIP INTERESTS

- Anita Gideon 51%
- George Gideon 49%

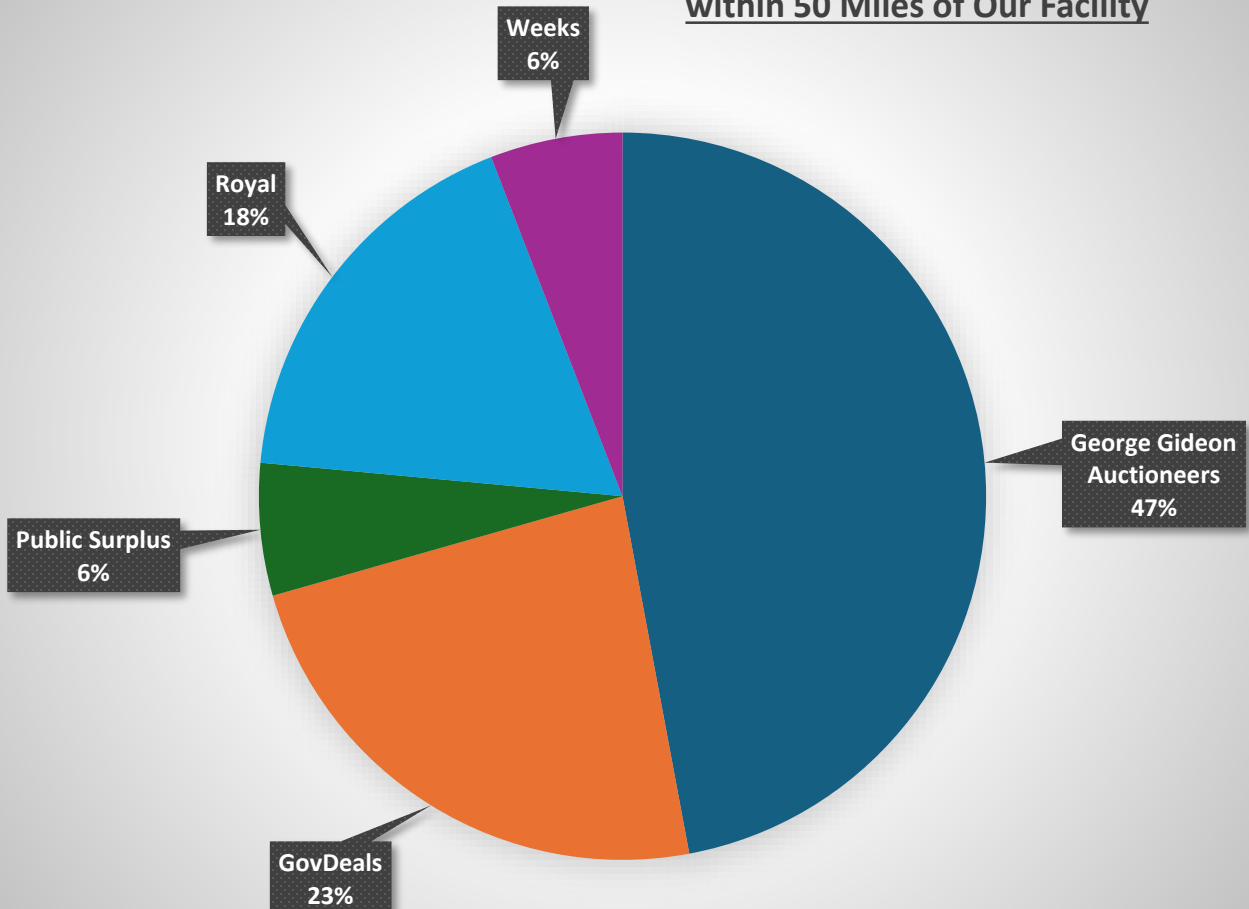
DUNN AND BRADSTREET NUMBER

- 039195925

COUNTYS WE SELL FOR



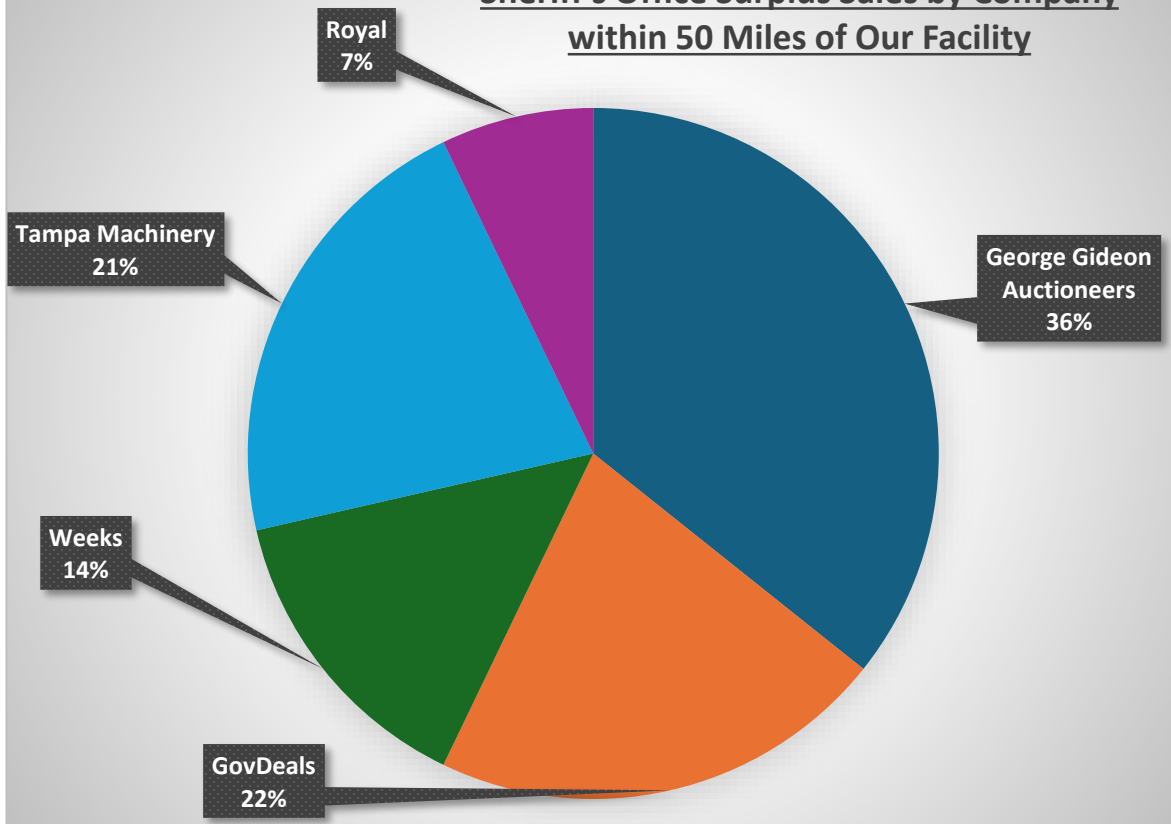
County Surplus Sales by Company within 50 Miles of Our Facility



SHERIFFS OFFICES WE SELL FOR



Sheriff's Office Surplus Sales by Company
within 50 Miles of Our Facility



SCHOOL BOARDS WE SELL FOR



**Orange County
Public Schools**

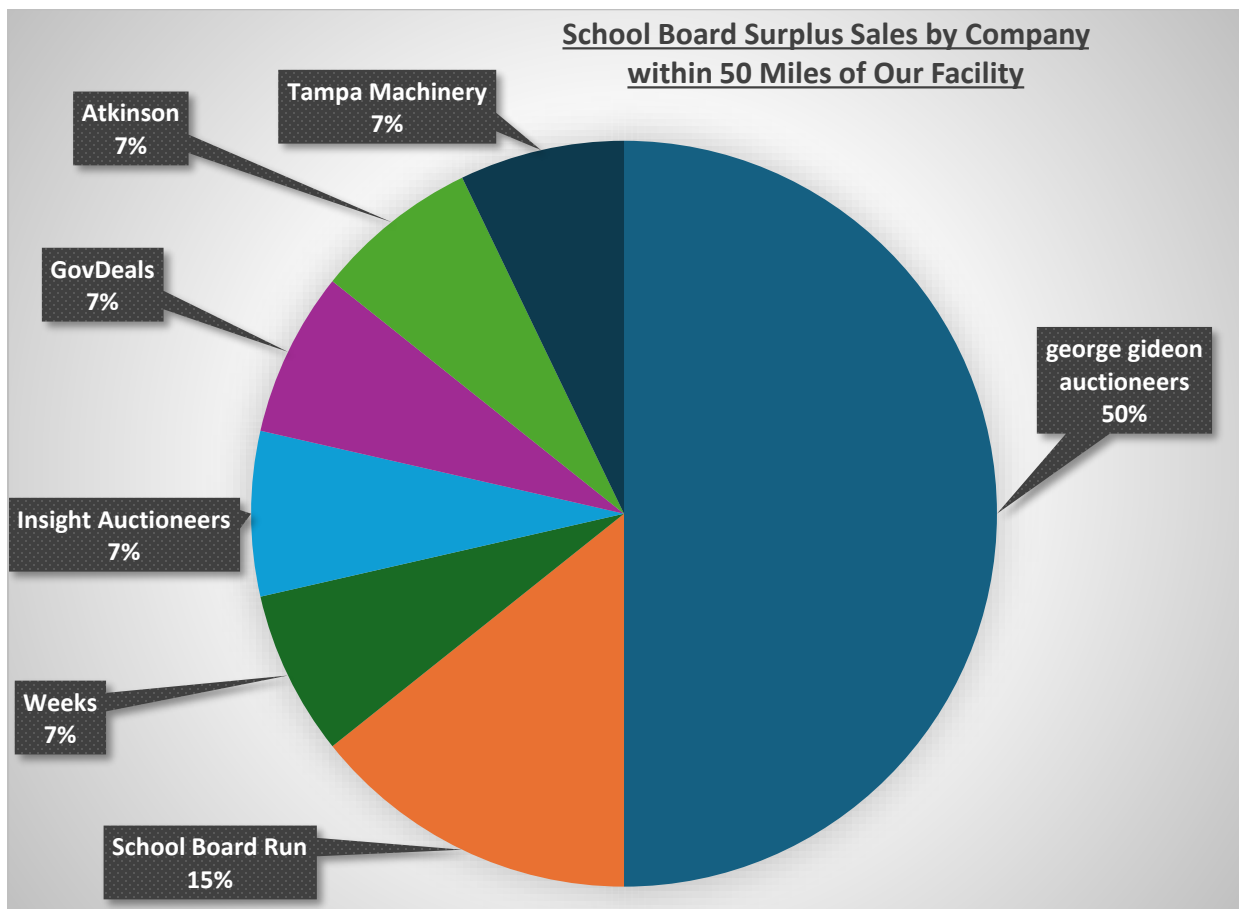


School District of
OSCEOLA COUNTY
FLORIDA



**Seminole County
Public Schools**

VOLUSIA
COUNTY SCHOOLS



Cities and Towns in Counties under

George Gideon Auctioneers may be a regional Auction Company, but within our serviceable area we sell for most of the Cities and Towns in Counties under contract! This is in comparison to **ALL** other competitors, including local and national competitors!

We don't just sell for the Government Agencies shown in our infographics, there are many more Government Agencies that we sell for that range from Electric Companies, Community Colleges, Water Districts, to Technical Schools and more.

Cities and Towns under contract

City of Altamonte Springs	Town of Astatula	City of Casselberry	City of Cocoa
City of Debary	City of Deland	City of Eatonville	City of Edgewater
City of Edgewood	City of Eustis	City of Fruitland Park	City of Groveland
Town of Howey-in-the-Hills	City of Kissimmee	town of Lady Lake	City of Lake Helen
City of Leesburg	City of Longwood	City of Maitland	City of Mascotte
City of Minneola	City of Mount Dora	City of Ocoee	City of Oviedo
City of Palm Bay	Town of Ponce Inlet	City of Saint Cloud	City of Titusville
City of Umatilla	City of Winter Park	City of Winter Springs	

And many more electric/utility agencies, fire departments, special districts, schools and etc.

Present Status

George Gideon Auctioneers, Inc. currently sells for 70+ Government Agencies in the Central Florida area. We have an active Auction Facility open to our Agencies and the public for reception, cataloging, inspection, sale, and pickup of surplus from Government Agencies. Offsite sales are also utilized for agencies that wish to have items sold at their facility, with items being catalogued by an Auction employee or Agency employee, with both being able to utilize our easy-to-use mobile cataloging app.

George Gideon Auctioneers, Inc. facility is located in Northwest Orange County. We currently service Government Agencies all throughout Central and Northern Florida.

Future Direction

Our goals over the next few years are to continue to improve and evolve our services to our consignors and bidding customers. We have an approach that focuses on quality over quantity and a mindset that a system can always be improved upon. Some of the goals that we have set are:

- We strive to offer a focus on quality of product & broad scope of services to suit the Agencies we work for instead of a “One-Size-Fits-All” business platform. Each Agency will have different needs, and we strive to provide customized services to suit those needs.
- Continue to have a web-based system giving all consignors quick and easy access to reports with 2 mouse clicks and integrate automation into it that is variable to the consignors needs.
- Having a bidding platform that is intuitive visually and mentally when browsing and keeping track of items and invoices for bidders.
- Expanding our transportation services to include methods for picking up hard to move items incorporating addition transportation and rigging companies.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
GEORGE GIDEON AUCTIONEERS, INC.

Filing Information

Document Number P96000084454
FEI/EIN Number 59-3404789
Date Filed 10/10/1996
State FL
Status ACTIVE

Principal Address

2753 N. ORANGE BLOSSOM TR
ZELLWOOD, FL 32798

Changed: 04/18/2005

Mailing Address

PO BOX 1179
ZELLWOOD, FL 32798

Changed: 08/03/2004

Registered Agent Name & Address

GIDEON, GEORGE
2753 N. ORANGE BLOSSOM TRAIL
ZELLWOOD, FL 32798

Address Changed: 05/22/2015

Officer/Director Detail

Name & Address

Title P

GIDEON, GEORGE
2753 N. ORANGE BLOSSOM TRAIL
ZELLWOOD, FL 32798

Title VP

GIDEON, ANITA
2753 N. ORANGE BLOSSOM TRAIL
ZELLWOOD, FL 32798

Title OFFICE MANAGER

REINHARD, AMY
2753 N. ORANGE BLOSSOM TR
ZELLWOOD, FL 32798

Title ONLINE SALES MANAGER

GIDEON, GEORGE JASON
2753 N. ORANGE BLOSSOM TR
ZELLWOOD, FL 32798

Title TRANSPORTATION MANAGER

REINHARD, KARL E
2753 N. ORANGE BLOSSOM TR
ZELLWOOD, FL 32798

Annual Reports

Report Year	Filed Date
2024	02/05/2024
2024	04/03/2024
2024	08/07/2024

Document Images

08/07/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
04/03/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
02/05/2024 -- ANNUAL REPORT	View image in PDF format
01/24/2023 -- ANNUAL REPORT	View image in PDF format
12/08/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
03/30/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
02/04/2022 -- ANNUAL REPORT	View image in PDF format
02/05/2021 -- ANNUAL REPORT	View image in PDF format
03/24/2020 -- ANNUAL REPORT	View image in PDF format
01/25/2019 -- ANNUAL REPORT	View image in PDF format
03/12/2018 -- ANNUAL REPORT	View image in PDF format
01/31/2017 -- ANNUAL REPORT	View image in PDF format
01/22/2016 -- ANNUAL REPORT	View image in PDF format
05/22/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
02/25/2015 -- ANNUAL REPORT	View image in PDF format
04/21/2014 -- ANNUAL REPORT	View image in PDF format
04/16/2013 -- ANNUAL REPORT	View image in PDF format
03/15/2012 -- ANNUAL REPORT	View image in PDF format
02/22/2011 -- ANNUAL REPORT	View image in PDF format

LICENSE CERTIFICATE

STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND
MOTOR VEHICLES
DIVISION OF MOTORIST SERVICES

GEORGE GIDEON AUCTIONEERS INC
PO BOX 1179
ZELLWOOD, FL 32798-1179

License

FOR AN INDEPENDENT DEALER IN
MOTOR VEHICLES

LICENSE NUMBER
VI/1004431/1
PRIMARY LOT

EFFECTIVE DATE
04/19/2024

EXPIRATION DATE
04/30/2026

THIS CERTIFIES, THAT

GEORGE GIDEON AUCTIONEERS INC

AT 2753 N ORANGE BLSD TRL
ZELLWOOD, FL 32798

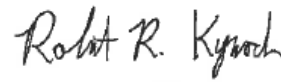
IS HEREBY LICENSED UNDER THE PROVISIONS OF SECTION

320.27, FLORIDA STATUTES TO CONDUCT AND CARRY ON BUSINESS AS
AN INDEPENDENT DEALER IN MOTOR VEHICLES AT THE ABOVE
DESCRIBED LOCATION

GIVEN UNDER MY HAND AND SEAL THE ABOVE DATE WRITTEN.



BUREAU CHIEF



DIRECTOR

HSMV 94103 (REV. 2/11)S

STATE OF FLORIDA

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Tax Collector Scott Randolph

Local Business Tax Receipt

Orange County, Florida

3017 AUCTIONEER	2023	EXPIRES	9/30/2024	3017-0966200
\$30.00		5000 AUCTION BUSINESS	\$30.00	5 EMPLOYEES

TOTAL TAX \$60.00
PREVIOUSLY PAID \$60.00
TOTAL DUE \$0.00

GIDEON GEORGE S

GEORGE GIDEON AUCTIONEERS INC
GIDEON GEORGE S
P O BOX 1179
ZELLWOOD FL 32798-1179

2753 N ORANGE BLOSSOM TL
U - ZELLWOOD, 32798

PAID: \$60.00 0099-01120711 8/7/2023

Tax Collector Scott Randolph

Local Business Tax Receipt

Orange County, Florida

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. Delinquent penalty is added October 1.

3017 AUCTIONEER	2023	EXPIRES	9/30/2024	3017-0966200
\$30.00		5000 AUCTION BUSINESS	\$30.00	5 EMPLOYEES

TOTAL TAX \$60.00
PREVIOUSLY PAID \$60.00
TOTAL DUE \$0.00



GIDEON GEORGE S

GEORGE GIDEON AUCTIONEERS INC
GIDEON GEORGE S
P O BOX 1179
ZELLWOOD FL 32798-1179

2753 N ORANGE BLOSSOM TL
U - ZELLWOOD, 32798

PAID: \$60.00 0099-01120711 8/7/2023

This receipt is official when validated by the Tax Collector.



2024 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/23

This Certificate Expires on December 31, 2024

Business Name and Location Address

Certificate Number

GEORGE GIDEON AUCTIONEERS INC
1209 JAGUAR CT
WINTER SPRINGS, FL 32708-3720

69-8012174767-6

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property
- Re-rental as tangible personal property
- Resale of services
- Re-rental as commercial real property
- Incorporation into tangible personal property being repaired
- Re-rental as transient rental property
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing

Your *Florida Annual Resale Certificate for Sales Tax* (Annual Resale Certificate) allows you or your representatives to buy or rent property or services tax exempt when the property or service is resold or re-rented. You **may not** use your Annual Resale Certificate to make tax-exempt purchases or rentals of property or services that will be used by your business or for personal purposes. Florida law provides for criminal and civil penalties for fraudulent use of an Annual Resale Certificate.

As a seller, you must document each tax-exempt sale for resale using one of three methods. You can use a different method each time you make a tax-exempt sale for resale.

1. Obtain a copy (paper or electronic) of your customer's current Annual Resale Certificate.
2. For each sale, obtain a transaction authorization number using your customer's Annual Resale Certificate number.
3. Each calendar year, obtain annual vendor authorization numbers for your regular customers using their Annual Resale Certificate numbers.

Online: Visit floridarevenue.com/taxes/certificates

Phone: 877-357-3725 and enter your customer's Annual Resale Certificate number

Mobile App: Available for iPhone, iPad, and Android devices



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
07/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Hilb Group of Florida 5850 TG Lee Boulevard Suite 340 Orlando FL 32822		CONTACT NAME: Candace Robinson PHONE (A/C, No, Ext): (407) 506-0709 FAX (A/C, No): E-MAIL ADDRESS: c Robinson@hilbgroup.com	
INSURED George Gideon Auctioneers, Inc. Po Box 1179 Zellwood FL 32799		INSURER(S) AFFORDING COVERAGE INSURER A: Technology Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 42376	

COVERAGES		CERTIFICATE NUMBER: CL2441993287		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC4413430	04/25/2024	04/25/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							

CERTIFICATE HOLDER 	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Debra E. Lubknecht</i>

ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/14/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER National Risk Management & Associates, Inc. P.O. Box 521550 Longwood FL 32752-1550		CONTACT NAME: Robert J. Ray, CIC, CRM, CPRM License #A215767 PHONE (A/C, No, Ext): (407) 767-2950 FAX (A/C, No): (407) 767-9117 E-MAIL ADDRESS: cendra.ray@nrmafla.com	
INSURED George Gideon Auctioneers, Inc. P.O. Box 1179 Zellwood FL 32798-1179		INSURER(S) AFFORDING COVERAGE INSURER A: ATEGRITY SPECIALTY INSURANCE COMPANY INSURER B: STARSTONE NATIONAL INSURANCE COMPANY INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 16427 25496

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR	INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X	X	01-C-PK-P-20065626-01	10/12/2023	10/12/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	01-C-PK-P-20065626-01	10/12/2023	10/12/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ N/A	X		84665I232ALI	10/12/2023	10/12/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000 PR/COMP OPS AGG \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	AUTHORIZED REPRESENTATIVE Robert J. Ray, CIC, CRM, CPRM

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ACORD 25 (2016/03)

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Tab 3 - Ability, Capacity, and Skill of the Firm

Project Plan in Relation to the Solicitation Specifications

Our understanding of this ITB is that Volusia County wishes to Auction its surplus vehicles, equipment, and miscellaneous items with an On-Line Public Auction Company, and have these items transported to the Auctioneers local facility.

George Gideon Auctioneers, Inc. proposes to conduct such Auctions for Volusia County.

Our years of experience, specifically in Governmental Vehicles, Equipment, and Miscellaneous Auctions, allows us the opportunity to bring our knowledge of the most efficient, cost effective, time efficient and legally correct methods to an On-Line Auction. Our expertise is not in Real Estate or Personal Property; it is in Governmental Fleet Vehicles, Equipment and Miscellaneous Auctions and we offer this expertise to Volusia County. When your skills are fine tuned in one field, you build a reputation that will grow and a network of buyers and clients that follow your Auctions. **George Gideon Auctioneers, Inc.** has developed such a rapport within our field and has proven a bountiful source for client and buyer information in the area of Governmental Auctions. Contacting buyers and putting them in touch with their buying needs as well as assisting Clients in appraisal, disposal and sometimes the purchase of particular items, has been of benefit to all concerned.

Through the years we have cultivated a loyal following of buyers from our “*permanent buyers*” list as well as our other “*specialty buyers*” list to facilitate top participation at our On-Line Auctions, of a “Right Buying Crowd” for our clients. Our Buyers appreciate the personal touch they receive from us, by the phone call they receive from our office apprising them of items to be sold that are particular to their business needs. This courtesy lets our buyers know that they are as important to us as our clients.

In this section, **George Gideon Auctioneers, Inc.** will outline all the capabilities necessary to handle and conduct On-Line Auctions for Volusia County.

ON-LINE AUCTIONS

- **System software, installation, and technical support**

George Gideon Auctioneers, Inc. operates its On-Line Auctions with a Proprietary software. This National Software company is a tried and true On-Line Auction program that has an exemplary record, as professed to by its widespread use in the On-Line Auction industry. It is the backbone of our system that lists, hosts, and conducts all our On-Line Auctions. These systems are entirely web based and require no installation of downloads of programs to Volusia County's computer system. These systems are fully compatible with windows or mac operating systems. The mobile application, which is available to any smart phone or tablet, takes pictures and descriptions an easy task to be done on the fly, or in the field. All of this is available to Volusia County, at no additional cost.

- **Training in the use of the proposed system.**

George Gideon Auctioneers Inc. will have an authorized representative dedicated to working with Volusia County agent. This will bring a seamless transition to the use of our user-friendly On-Line Auction software, at no additional cost.

- **On-Line Customer Support for Bidders**

George Gideon Auctioneers, Inc. has email contact for customer questions and client convenience.

- **Bidding and Financial Reporting**

All Bidding and Financial Reporting is available through our On-Line Auction programs and will be demonstrated in the training sessions that are provided to Volusia County. These reports are only available to Volusia County and are not available through piggyback of this contract. Some of the reports that are available to Volusia County for no charge are:

1. On-Line Auction Summary
2. On-line Auction Totals
3. Checkout Summary
4. Credits
5. Expenses
6. Fees
7. Payment Summary
8. Pass Lot List
9. Reconciliation
10. Tax Summary

George Gideon Auctioneers, Inc. On-Line Auction program allows for all State of Florida sales tax collected to be accounted for. On-Line Auction functionality shall include the posting of items on **George Gideon Auctioneers, Inc.** web site(s); operation of an online bidding system permitting continuous, 24 hour, real-time bidding and validation of bids and documentation of high bidder and supporting documentation, at no additional cost.

On-Line Auction functionality George Gideon Auctioneers, Inc. On-line Auction program allows for Volusia County the ability to incorporate digital photography, and videos into the advertisements for individual items displayed for On-Line Auction. As well as maintenance of complete and accurate records of the bidding for each of the On-Line Auction items and the chronology of the bidding for each of the On-Line Auction items, at no additional cost.

George Gideon Auctioneers, Inc. maintains detailed information on its website(s) to guide prospective bidders through the entire survey, bidding, award of bid, payment, delivery and general information requirements of prospective and successful bid award as well as a customer service function for the benefit of bidders.

George Gideon Auctioneers, Inc. can provide Volusia County access to the On-Line Auction system for Volusia County to track status of items listed for Auction sales and provide various reporting options to include. Volusia County will have web access to all of its On-Line Auctions for the term of its contract with **George Gideon Auctioneers, Inc.**

Volusia County will be responsible for the following On-Line Auction Process for items sold at George Gideon Auctioneers facility:

- Requesting a pickup of items from their facility via the format the County chooses
- Provide a contact at the location so that all surplus items can be identified for pickup by the George Gideon Auctioneers
- Delivering all vehicle titles to a **George Gideon Auctioneers, Inc.**, representative at time of pickup of vehicles from Volusia County, or mail them to George Gideon Auctioneers main office

George Gideon Auctioneers, Inc. will be responsible for the following On-Line Auction process of items sold at George Gideon Auctioneers facility:

- Uploading pictures
- Uploading videos
- Start and Stop Times
- Ability to set an “Auto Extension of the Auction Time” option
- George Gideon Auctioneers will field all calls regarding County items
- Hosting and maintaining a website, and creating a home page for Volusia County On-Line Auction
- Collecting all proceeds from the Online Auction
- Collecting and remitting to The State of Florida Department of Revenue all sales tax collected
- Transferring all Vehicle titles in accordance with The State of Florida DMV statutes (State of Florida title fees will apply)
- Contacting known buyers
- Advertising as previously outlined.
- Send blast email to our data base of customers in regard to Volusia County’s On-Line Auction
- Provide an On-Line Auction settlement and payment to Volusia County by the required deadline
- Provide all reconciliation work in accordance with the needs of Volusia County

TIMELY MANNER OF WORK

- **George Gideon Auctioneers Inc.** believes in the timely posting of government surplus to reduce depreciation, liability, and atrophy. One of the worst things to see is the depreciation of assets over time unused or awaiting Auction, therefore, being able to act with haste in all aspects of business provides our customers and contract holders with a timely manner of operations. Our On-Line Auction program will give Volusia County the opportunity to list and sell their surplus expeditiously. **George Gideon Auctioneers, Inc.** strives to be a net 10 company, therefore, alleviating some of the wait time and restrictions of turnaround of net 30 companies.

GRASSROOTS TO NATIONAL EXPOSURE

- Never forgetting where you came from is one of the tenants of good reputation. **George Gideon Auctioneers, Inc.** started small and has grown into one of the largest Government On-Line Surplus operations based in Florida. Being able to connect to buyers from down the street or internationally keeps us humble, approachable, knowledgeable and promotes our contract holders' best interests when it comes to reputation and the good faith bidders have in us and our program.

NO COMPARTMENTALIZATION

- While there are benefits to having one person focus on one specific task, we do believe that the broad understanding of other aspects of the company is beneficial to the knowledge provided to our employees. Being able to answer basic questions about other departments increases customer satisfaction from lack of playing a game of "ping pong" between employees searching for an answer. The ability to perform basic tasks in other departments helps provide a timely manner of work for our contract holders and customers.

CHRONOLOGICAL OPERATION OUTLINE FOR AUCTIONS

George Gideon Auctioneers, Inc. will:

1. Advertise your On-Line Auction Nationally (when warranted)
2. Advertise your On-Line Auction on Internet sites.
3. Catalog and post Volusia County's surplus items on George Gideon Auctioneers website.
4. Monitor your Auctions online and provide technical support to bidders.
5. Personally contact known high value buyers for specialty items.
6. Always maintain a website open to the public 24/7.
7. Provide computer support before, during, and after your On-Line Auction.
8. Provide bidder support before, during, and after your On-Line Auction.
9. Provide computer reports to Volusia County.
10. Provide transportation services of goods to George Gideon Auctioneers facility.

Since our reputation is tied to your Auction, be assured that Volusia County will receive the full scope of our knowledge and expertise to ensure a successful Auction.

ONLINE AUCTIONS HISTORY, BID VALIDATION & BID DOCUMENTATION

- **George Gideon Auctioneers Inc.** has been active within the online Auction market for the past twenty-three (23) years and facilitated the Auction of 100+ Million dollars in that time from Central Florida Agencies alone.
- **George Gideon Auctioneers Inc.** builds, maintains, monitors & updates a website open to the public 24 hours a day, 7 days a week and 365 days a year for purchase of Government surplus with a detailed bid history, including bid amounts in chronological order.
- A server running 24 hours a day, 7 days a week and 365 days lets bidders know when they have been outbid.

Below is example of the **Bid Documentation** accessible from our website of the bid history of an actual item being sold. This documentation is available to all users.

Lot - 24077510



Bidder	Amount	Current	Winning	Received Date	Bid#
3***1	16,200.00	16,300.00	3***7	Sun Aug 04 2024 11:22 AM	14
3***1	16,000.00	16,100.00	3***7	Sun Aug 04 2024 11:21 AM	13
3***1	15,800.00	15,900.00	3***7	Sun Aug 04 2024 11:21 AM	12
3***1	15,600.00	15,700.00	3***7	Sun Aug 04 2024 11:21 AM	11
3***1	15,400.00	15,500.00	3***7	Sun Aug 04 2024 11:21 AM	10
3***1	15,200.00	15,300.00	3***7	Sun Aug 04 2024 11:21 AM	9
3***7	0.00	15,100.00	3***7	Tue Jul 30 2024 4:34 PM	8
3***7	15,100.00	15,100.00	3***7	Thu Jul 25 2024 7:58 PM	7
1***8	10,050.00	10,050.00	1***8	Wed Jul 24 2024 1:31 PM	6
1***8	1,660.00	10,000.00	3***1	Wed Jul 24 2024 1:30 PM	5
5**6	585.00	1,610.00	3***1	Tue Jul 23 2024 8:01 PM	4
5**6	510.00	535.00	3***1	Tue Jul 23 2024 8:01 PM	3
3***1	0.00	500.00	3***1	Tue Jul 23 2024 6:32 PM	2
3***1	500.00	500.00	3***1	Tue Jul 23 2024 4:27 PM	1

Show records

Showing 1 - 14 of 14 entries

Previous **1** Next

George Gideon Auctioneers, Inc. systems provide bidders with up to the date notices regarding active bids, whether they have been rejected or outbid. Making bidders aware if they are interested in the item and need to place a new bid. **George Gideon Auctioneers, Inc.** utilizes tools to assist in verification of bidders to avoid fraudulent bidders from registering. This tool cross-references all bidder data and alerts our administrator of any possible threat. From there the administrator goes on a case-by-case basis and verifies whether the bidder is eligible for bidding privileges. Volusia County will also maintain the ability to block any user from bidding privileges on any of your On-Line Auctions. This is done to help maintain successful bidding, payment and completion of your On-Line Auction.

WEBISTE AVAILABILITY & BID EXTENSION

- The website is available to the public 24 hours a day, 365 days a year for unhindered bidding.
- There is a bid extension feature that puts an end to “Auction Sniping,” as well as serving the dual purpose of gaining maximum revenue for the current consigners by creating a live Auction feel. This feature is adjustable to any time limit the Government Agency wishes.

Below is a listing that is taking advantage of the Bid Extension feature



Lot - 24087519

24087519

Category : SUV/VAN

Qty : 1

Starts: Mon Jul 22 2024 1:00 AM

Ends : Tue Aug 06 2024 6:15 PM

Starting Bid
200.00

Bid Increment ⓘ
50.00

Description	Additional Description	Images	Video	Terms

2002 FORD E-150 PASSENGER VAN

- MILES - 027914 SHOWING ON THE ODOMETER.
- VIN#1FMRE11272HB80818.
- WEIGHT - 4903 LBS.
- GVW - 7000 LBS.
- COLOR - WHITE.
- PASSENGER VAN.
- 2 ROWS.
- KEYS - 1.

This item was supposed to end at 5:20 CST for \$5,950 but with bid extension it instead ended at 5:38 CST for \$7,050 which is 18% MORE!!!!!!!!!!!!!!

< Lot#24087519, SKU#127611

Basic Info Bids Item Fees Buy Now Offers



Type to search



Email All

Filter

Bidder Info	Auction Info	Bid Type	Initiated By	Received On (CST)	Amount
30638 [REDACTED]	VOLUSIA COUNTY: '08 FORD E-250 CARGO VAN & MORE!!! (123459) Start: Jul 22, 2024 End: Aug 06, 2024	Max Bid	User	Aug 06, 2024 05:38:05 PM 104.136.191.161	7100.00
30638 - [REDACTED]	VOLUSIA COUNTY: '08 FORD E-250 CARGO VAN & MORE!!! (123459) Start: Jul 22, 2024 End: Aug 06, 2024	Standard Bid	System	Aug 06, 2024 05:38:05 PM	7050.00 Won
30638 [REDACTED]	VOLUSIA COUNTY: '08 FORD E-250 CARGO VAN & MORE!!! (123459) Start: Jul 22, 2024 End: Aug 06, 2024	Max Bid	User	Aug 06, 2024 05:36:24 PM 104.136.191.161	6650.00
26770 - [REDACTED]	VOLUSIA COUNTY: '08 FORD E-250 CARGO VAN & MORE!!! (123459) Start: Jul 22, 2024 End: Aug 06, 2024	Standard Bid	System	Aug 06, 2024 05:36:24 PM	6700.00
30638 [REDACTED]	VOLUSIA COUNTY: '08 FORD E-250 CARGO VAN & MORE!!! (123459) Start: Jul 22, 2024 End: Aug 06, 2024	Standard Bid	System	Aug 06, 2024 05:36:24 PM	6650.00
30638 [REDACTED]	VOLUSIA COUNTY: '08 FORD E-250 CARGO VAN & MORE!!! (123459) Start: Jul 22, 2024 End: Aug 06, 2024	Max Bid	User	Aug 06, 2024 05:31:33 PM 104.136.191.161	6550.00
26770 - [REDACTED]	VOLUSIA COUNTY: '08 FORD E-250 CARGO VAN & MORE!!! (123459) Start: Jul 22, 2024 End: Aug 06, 2024	Standard Bid	System	Aug 06, 2024 05:31:33 PM	6600.00
30638 [REDACTED]	VOLUSIA COUNTY: '08 FORD E-250 CARGO VAN & MORE!!! (123459) Start: Jul 22, 2024 End: Aug 06, 2024	Standard Bid	System	Aug 06, 2024 05:31:33 PM	6550.00
30638 [REDACTED]	VOLUSIA COUNTY: '08 FORD E-250 CARGO VAN & MORE!!! (123459) Start: Jul 22, 2024 End: Aug 06, 2024	Max Bid	User	Aug 06, 2024 05:30:25 PM 104.136.191.161	6450.00

WEBSITE VISITORS, BIDDER LOCATION RANGE & AUCTION INVOICES

- **George Gideon Auctioneers, Inc.** has over 40,000 bidders registered that includes local, national & international bidders and have had items bought and shipped to locations as far away as Africa, South America, The Middle East, Asia, and Canada.
- All winning bidders are emailed an invoice confirming their purchase and any program operator can mark the item as paid within the program and email a paid invoice.

Below is an example of the invoice that is emailed to the winning bidder








George Gideon Auctioneers Inc.
2753 N. HWY 441
Zellwood, FL 32798
Phone: (407) 886-2211
Fax: (407) 886-2248

Paddle #: 10298
Invoice #: 10298-39783-1
Date: 20-Aug-2015 04:04 EDT

Buyer Information [Edit](#)

Buyer Name: Keith Cole

Company:

Paddle #: 10298

Phone #:

Email:

Billing:

Shipping:

Auction Information

Auction: MAIN BUILDING: AUGUST

Date: 08/14/2015

Location: 2753 N. HWY 441
Zellwood, FL 32798

Lot	Paddle	Description	Qty	Bid	Sale Price	Premium	Tax	Total
158089	10298	DESK LAMP CHROME METAL, WORKING CONDITION UNKNOWN	1	\$10.00	\$10.00	\$0.00	\$0.00	\$10.00
158222	10298	HOGGAN SPRINT UPPER BODY ERGOMETER, WORKING CONDITION UNKNOWN	1	\$14.00	\$14.00	\$0.00	\$0.00	\$14.00
Total Lots: 2				Totals:	\$24.00	\$0.00	\$0.00	\$24.00

Actions ▼

PAID IN FULL

SubTotal: \$24.00

Cash Total Due: \$0.00

Paid Cash: \$40.00

Change: \$16.00

Details Concerning Involvement and Participation of the General Public in Auctions Conducted

Advertising for the Auction is an area that **George Gideon Auctioneers, Inc.** excels in. It is of utmost importance that exposure of Vehicles, Equipment and Miscellaneous Particular to Government Entities be handled by an Auction Company that specializes in the sale of Government Entities and Fleet Vehicle Sales. We advertise via the Internet using our list of email based buyers, and through many Auction related websites and Auction buyers informational platforms as well as from our website, www.ggauctions.com.

George Gideon Auctioneers, Inc. advertises for Auctions using many of the following methods, such as but not limited to:

- Targeted Auction Emailing
 - Specialty Buyers list
 - From previous Auctions
 - By request
- National Trade Journals
- Emails to Specific Buyers
- Website Listings
- Social Media
 - Facebook
 - Twitter
 - Instagram
- Auction Facility Traffic. **George Gideon Auctioneers, Inc.** sales facility is located on a major State of Florida Highway with approximately 32,000+ traffic count daily.

George Gideon Auctioneers, Inc. advertises vehicle and equipment Auctions in National Trade Journals, both in On-Line Editions and print, when necessary, such as, but not limited to:

- Rock & Dirt
- Equipment Trader
- Electrical Equipment Advertiser
- Construction Equipment Guide

George Gideon Auctioneers, Inc. will also advertise Auctions for Volusia County on the Internet using our Company website www.ggauctions.com. This website is accessible via all the major search engines of the World Wide Web (mobile and PC), along with photos of the various vehicles and equipment. We also maintain an e-mail database of buyers who are automatically notified prior to each Auction.

George Gideon Auctioneers, Inc. will also post the date, time, location, and list of Volusia County Auctions on Web bulletin board(s) and social media such as, but not limited to:

- Auction Zip
- Craig's List
- Rock and Dirt
- Surplus Record
- Contractors Hotline
- Social Media
 - Facebook
 - Instagram

Our permanent Auction facility open to the Public is comprised of 13+ Acres directly located at 2753 N. Hwy 441, Zellwood, Orange County, and Fl., with one of the highest traffic flows in North West Orange County. Our facility has two buildings that are approximately 14,000 square feet total area, able to house all of Volusia County miscellaneous items under cover. Our off-site facility for Volusia County surplus is capable of handling approximately 50+ Buses, over 120 Vehicles, Trucks, Automobiles and Equipment, and miscellaneous items. This facility has a double 6' commercial chain link fence around the Auction Sales yard. There is also a 10' electric security fence within the perimeter of the facility, which is also powered by a backup power source, and is monitored by a security company.

We also have two (2) security camera systems with eighteen (18) cameras located throughout the complex. This system also records all activity, with backup and remote viewing capabilities. Our facility also has the following to efficiently conduct Inspections and sales of all of Volusia County surplus items:

- Thirteen-acre On-Line Auction facility
- Two Buildings at our On-Line Auction facility to house Volusia County surplus items
- Customer parking inside and out of our facility
- (3) Forklifts for loading and unloading of Volusia County surplus items (5,000lb , 6,000lb , & 11,000lb)
- (2) Utility jump carts for jumping starting vehicles and equipment, during inspection periods, and removal
- (2) Freight trailer docks
- A 10' remotely monitored electric security fence encompassing the entirety of the storage facility
- Multiple computer stations configured to either be hardwired or work off of Wi-Fi for entry of Volusia County surplus assets

We have the versatility in our advertising department to cater to all our agencies requests for On-line Auctions.

George Gideon Auctioneers, Inc. Website (www.ggauctions.com)

Welcome to George Gideon Auctioneers

Central Florida's Largest Public Online Auction of Government and Local Industry. Online Vehicle and Equipment Auctions are posted daily on our website.

Auction Types Item Categories

Advanced Search

**GREATER ORLANDO AVIATION
AUTHORITY: AIRPORT LOST & FOUND
AUGUST 2024!!!**

Ends: Mon Aug 12 2024 05:55 PM

330 Items

[Auction Details](#)[View Items & Bid](#)**THE VILLAGES: ASSORTED BANQUET
CHAIRS!!! 10% BUYERS PREMIUM**

Ends: Mon Aug 12 2024 06:00 PM

111 Items

[Auction Details](#)[View Items & Bid](#)**C FL AGENCIES & OTHER ENTITIES:
STERILIZERS, LAPTOPS & MORE!!! 10%
BUYERS PREMIUM**

Ends: Mon Aug 12 2024 06:05 PM

10 Items

[Auction Details](#)[View Items & Bid](#)**SANFORD AIRPORT AUTHORITY: LOST &
FOUND, AND MORE!!!**

Ends: Mon Aug 12 2024 06:10 PM

45 Items

[Auction Details](#)[View Items & Bid](#)**GREATER ORLANDO AVIATION
AUTHORITY: LAPTOPS, TABLETS &
MORE!!!**

Ends: Mon Aug 12 2024 06:20 PM

68 Items

[Auction Details](#)[View Items & Bid](#)**KISSIMMEE UTILITY AUTHORITY: HP
PAGEMASTER XL 4100 PRINTER & MORE!!!
12.5% BUYERS PREMIUM**

Ends: Mon Aug 12 2024 06:25 PM

2 Items

[Auction Details](#)[View Items & Bid](#)

AuctionZip (national Auction website, basically the yellow pages of Auctions)

SAMPLE (these are a few of our listings on AuctionZip)

THE VILLAGES		 View Photo Gallery
Zellwood, FL		Mon Aug 24 - 06:50PM
	THE VILLAGES AUCTION ENDS: MONDAY, AUGUST 24TH - 2015 @ 6:50 PM Go to Auction Featured Items BUYERS TERMS: While descriptions are believed to be accurate, information and quantities given by the Auction catalog, Auctioneer, Owner, or any other Auction personnel is offered only as a [View Full Listing]	

OSCEOLA COUNTY SHERIFFS		 View Photo Gallery
Zellwood, FL		Mon Aug 24 - 06:55PM
	OSCEOLA COUNTY SHERIFFS AUCTION ENDS: MONDAY, AUGUST 24TH - 2015 @ 6:55 PM Go to Auction Featured Items BUYERS TERMS: While descriptions are believed to be accurate, information and quantities given by the Auction catalog, Auctioneer, Owner, or any other Auction personnel is offered only as a [View Full Listing]	

CITY OF CASSELBERRY		 View Photo Gallery
Zellwood, FL		Mon Aug 24 - 07:00PM
	CITY OF CASSELBERRY AUCTION ENDS: MONDAY, AUGUST 24TH 2015 @ 7:00 pm (est) Go to Auction Featured Items BUYERS TERMS: While descriptions are believed to be accurate, information and quantities given by the Auction catalog, Auctioneer, Owner, or any other Auction personnel is offered only as a guide. [View Full Listing]	

VOLUSIA COUNTY		 View Photo Gallery
Zellwood, FL		Mon Aug 31 - 07:00PM
	VOLUSIA COUNTY AUCTION ENDS: MONDAY, AUGUST 31ST 2015 @ 7:00 pm (est) Go to Auction Featured Items BUYERS TERMS: While descriptions are believed to be accurate, information and quantities given by the Auction catalog, Auctioneer, Owner, or any other Auction personnel is offered only as a [View Full Listing]	

SECO: 2007 CHEVY TAHOE LT, 2008 CHEVY SILVERADO, (		 View Photo Gallery
Zellwood, FL		Mon Aug 31 - 07:15PM
	SECO: 2007 CHEVY TAHOE LT, 2008 CHEVY SILVERADO, (2) 2007 FORD FUSION SEIII AUCTION ENDS: MONDAY, AUGUST 31ST - 2015 @ 7:15 pm (est) Go to Auction Featured Items BUYERS TERMS: While descriptions are believed to be accurate, information and quantities given by the Auction catalog, Auctioneer, [View Full Listing]	

VOLUSIA COUNTY: 2007 DODGE CHARGER & (2) KUBOTA RI		 View Photo Gallery
Zellwood, FL		Mon Aug 31 - 07:30PM
	VOLUSIA COUNTY: 2007 DODGE CHARGER & (2) KUBOTA RIDING COMMERCIAL MOWERS!!! AUCTION ENDS: MONDAY, AUGUST 31ST - 2015 @ 7:30 pm (est) Go to Auction Featured Items BUYERS TERMS: While descriptions are believed to be accurate, information and quantities given by the Auction catalog, Auctioneer, [View Full Listing]	

OSCEOLA COUNTY BASKETBALL COURT		 View Photo Gallery
Zellwood, FL		Tue Sep 1 - 07:00PM
	OSCEOLA COUNTY BASKETBALL COURT AUCTION ENDS: TUESDAY, SEPTEMBER 1ST - 2015 @ 7:00 PM (est) Go to Auction Featured Items BUYERS TERMS: While descriptions are believed to be accurate, information and quantities given by the Auction catalog, Auctioneer, Owner, or any other Auction personnel is offered [View Full Listing]	

Sample Auction Reports and Sales Receipts

- Invoices can be shown for every winning bidder for an auction at one time. The user can choose to either see unpaid bidders, paid bidders or both. By simply clicking on the bidder name, it takes you to their individual invoice.



George Gideon Auctioneers Inc.
2753 N. HWY 441
Zellwood, FL 32798
Phone: (407) 886-2211
Fax: (407) 886-2248

Paddle #: 10298
Invoice #: 10298-39783-1
Date: 20-Aug-2015 04:04 EDT

Buyer Information [Edit](#)

Buyer Name: Keith Cole

Company:

Paddle #: 10298

Phone #:

Email:

Billing:

Shipping:

Auction Information

Auction: MAIN BUILDING: AUGUST

Date: 08/14/2015

Location: 2753 N. HWY 441
Zellwood, FL 32798

Lot	Paddle	Description	Qty	Bid	Sale Price	Premium	Tax	Total
158089	10298	DESK LAMP CHROME METAL, WORKING CONDITION UNKNOWN	1	\$10.00	\$10.00	\$0.00	\$0.00	\$10.00
158222	10298	HOGGAN SPRINT UPPER BODY ERGOMETER, WORKING CONDITION UNKNOWN	1	\$14.00	\$14.00	\$0.00	\$0.00	\$14.00
Total Lots: 2				Totals:	\$24.00	\$0.00	\$0.00	\$24.00

Actions ▼

PAID IN FULL

SubTotal: \$24.00

Cash Total Due: \$0.00

Paid Cash: \$40.00

Change: \$16.00

REPORTS

There are many reports that are customizable to suit Volusia County's needs.

- **Auction Summary:** Summary of the Accounting information for the Auction; Includes; Items, Images, Bids, Bidders, Invoices, Settlements, Payments, and analytical data shown below.
- There is an master excel report function that is an easy 1 click process to get all important Auction data including: Auction Name, Item Number, Categories, Item Description, Additional Description, Bids, Final Bid, Bidder, Email, Bidder Name, Bidder Company Name, Bidder Work Phone, Bidder Address, End Date(CST), Payment Status, URL Link and more.

THE SCHOOL DISTRICT OF OSCEOLA COUNTY: LAMINATORS, HOBART MIXERS & MORE!!! 10% BUYERS PREMIUM

Menu

Dashboard

Items

Gallery

Images

Item Groups

Bids

Bidders

Consigners

Buy Now

Invoices

Settlements

Payments

Increment Schedule

Notes

Permissions

First-Bid Form

1 Total Items

28

2551

Life Time Page Views

933

Life Time Users

2 Items with Bids

28

2521

Active Page Views

925

Active Users

3 Items with No Bids

0

922

Total Bids

4 Active Bidders

60

5 Winning Bidders

16

\$7419.58

Current Totals

\$0.00

Reserve Not Met Totals

\$8154.95

Max Bid Total

\$0.00

Buy Now Total

Top 10 Bidders In The Event

▼

Most Watched Items

▼

Hottest Items

▼

Highest Current Bid Items

▼

Highest Max Bid Items

▼

\$1288.78

Open Invoices

28

Total Items

Type:

MISCELLANEOUS

Created By:

JenniferK

Created Date:

07-31-2024 08:38 AM (CST)

Start Date:

07-31-2024 12:00 AM (CST)

End Date:

08-05-2024 05:25 PM (CST)

Auto Extend Time:

5 Minutes

Staggered Ending:

2 Items/1 Minute

Display Formatting:

Maximum Bidding

Maxanet Registration:

YES- without CC required

Display Contact Information:

ON

Display the unused lots :

OFF

Display Bidder Email Addresses on Invoices :

ON

Display View More Content On Grid View :

OFF

Tab 4 – Qualifications/Experience of Personnel in the Auction industry

George Gideon Auctioneers, Inc. expanded their market coverage from Live Auctions to Online Auctions in 2001 and during the past twenty-three (23) years has grown to one of the largest Florida based firms offering On-Line Auctioneering services to Central Florida Governmental Agencies and private business.

George Gideon Auctioneers, Inc. employs knowledgeable and courteous employees who have been trained to handle our clients and customers in a helpful and welcome manner. We understand the importance of image and service and insist that these attributes be used in tandem with **George Gideon Auctioneers, Inc.** Our office staff is cross-trained in all facets within the office to facilitate the efficiency and flow of operation necessary for a successful Auction.

George Gideon

WORK EXPERIENCE

9/96 to Present

Mr. Gideon is the Owner of **George Gideon Auctioneers, Inc.** He is responsible for day to day operations of a multi-state Auction company specializing in the remarketing of fleet vehicles and equipment of Government and Utility Companies.

1/79 to 9/96

Mr. Gideon was the Sales Manager for a major national Auction company. He was responsible for the day-to-day handling of numerous Government Auctions. The duties performed were such as, but not limited to: preparing of proposals, signing contracts, directing the advertising, setting up sales, conducting the Auctions, billing, and handling any necessary follow up.

As Owner and President of **George Gideon Auctioneers, Inc.**, with over forty-five (45) years' experience in Government Auctions, he will be responsible for the following:

Personally supervise all areas of Auction business, from advertising to set-up through post-Auction

Work with advertising layout and placement

Personally contact known Buyers

Necessary follow-up concerning the Auction

Anita Gideon**WORK EXPERIENCE**

9/96 to Present

Ms Gideon is Co-Owner and Vice President for **George Gideon Auctioneers, Inc.** She is responsible for staff management and daily office operations management.

As Owner and Vice-President of **George Gideon Auctioneers, Inc.**, with twenty-eight (28) years' experience in Government Auctions, Anita Gideon will be responsible for the following tasks:

- Supervise the following:
- Advertising layout and placement
- Mailing Insurance Certificate
- Pre-Auction meetings
- Necessary follow-up concerning the Auction

Amy Reinhard**WORK EXPERIENCE**

5/01-Present

Mrs. Reinhard is the Operations Manager for **George Gideon Auctioneers, Inc.** She is responsible for day-to-day office operations including office management, advertising, client relations and reconciliations, proposal preparations and employee management.

As the Office Manager for George Gideon Auctioneers, Inc., with twenty-three (23) years' experience in Government Auctions, Mrs. Reinhard will manage the following tasks:

- Handling daily operation of Auction office and facility
- Assist in the planning and scheduling of Internet Auctions
- All phases of Auction Sales Set-up
- Performs all phases of title work and proper title transfers for Internet Sales (if warranted)
- Auction activity input
- Collects all funds from Internet purchased items
- Responsible for and assist with all Cashier balancing at end of Auction
- Manage records for Tax Exemption and Dealer Licenses
- Any necessary follow-up concerning Auction
- Reconcile client inventories/reports

Jason Gideon**WORK EXPERIENCE****2001-Present**

Mr. Gideon is the Internet Sales Manager for **George Gideon Auctioneers, Inc.** He is responsible for all contracts with George Gideon Auctioneers, assisting with client and customer relations, and responsible for Online Auction inventory.

As the Internet Sales Manager for **George Gideon Auctioneers, Inc.**, with twenty-three (23) years' experience in Auction computer operation, and yard management. Mr. Gideon is responsible for the following:

- All contracts with George Gideon Auctioneers Inc
- Supervises the day to day operation and management
- Maintains the Office and sales lot security
- Handles and maintains all On-Line Sales
- Handles Internet Auction Sales setup
- Responsible for pictures of inventory for On-Line Sales
- Assist in Pre-Auction Organizational Meeting
- Handles all data entry for Internet Customers
- Bidder registration and data entry
- Assist in Handling Customer and Client relations
- Responsible for all Internet Buyer invoices
- Contacts all Internet Buyers regarding Purchases and arranging payment
- Assist with necessary follow-up concerning Auction
- Customer care and experienced problem handler

Jennifer Kendal

2013 - Present

Ms. Kendal is the Internet Sales Associate for **George Gideon Auctioneers, Inc.** She manages and maintains the company's computers, networks and websites. She assists in the day to day operations of our Internet Auctions.

As support staff of **George Gideon Auctioneers, Inc.**, with Eleven (11) years' experience in computer technologies, internet marketing and internet Auctions. Ms. Kendal will be responsible for the following tasks:

- Maintaining and updating Auction website
- Assist with taking pictures for inventory for advertising
- Work on Internet Page preparation
- Assist with advertising schedules
- Assist with advertising placement
- Implementing item specific internet advertising schemes
- Assist with Internet Auction Sales setup
- Assist with the maintenance of the Office and sales lot security
- Maintaining office equipment and technologies
- Familiar with all Computer programs and Software currently using

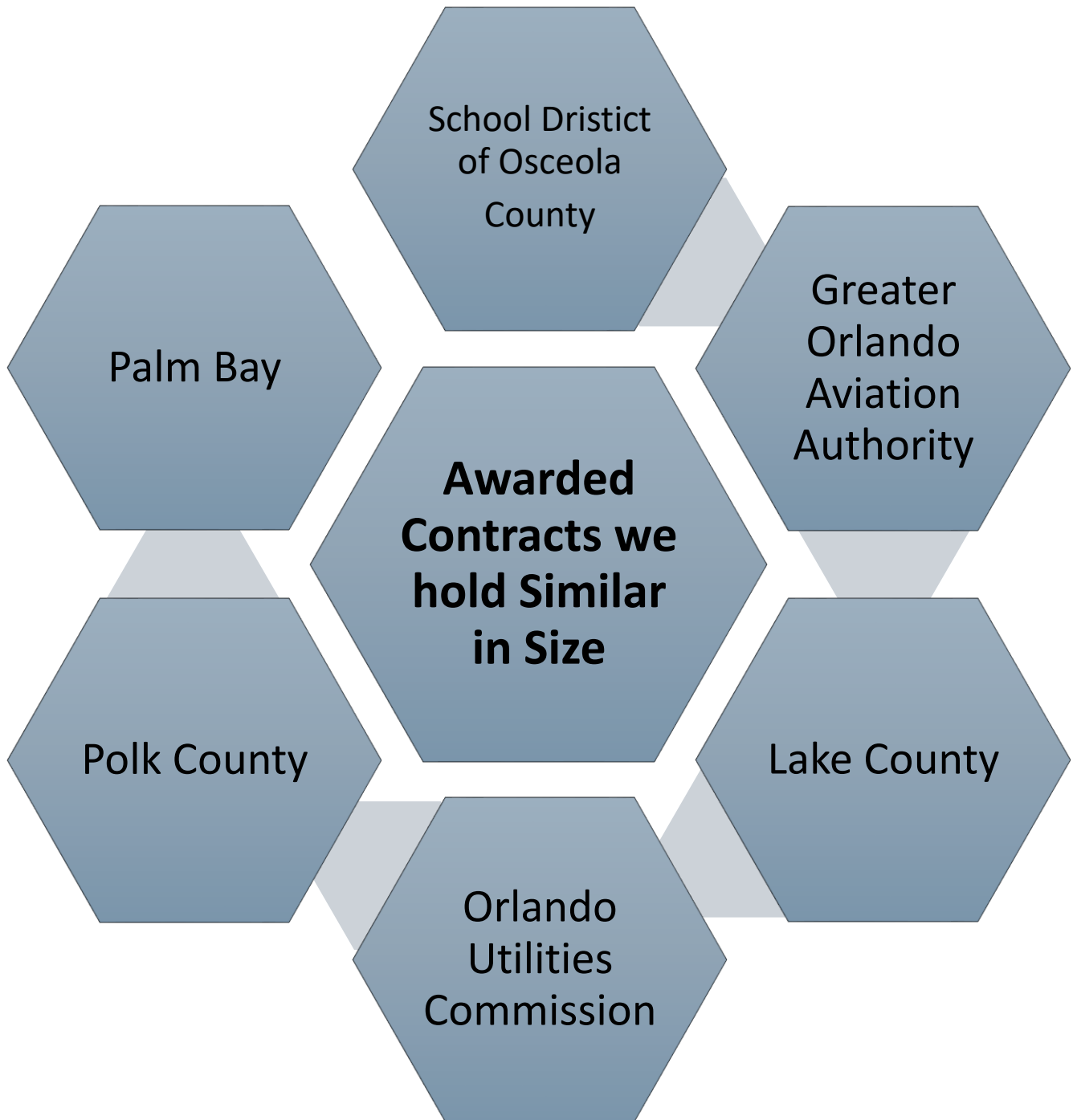
Peggy Reynolds

2014 - Present

Auction Title Supervisor for **George Gideon Auctioneers, Inc.** with fifteen (15) years

experience in Vehicle Title work. She is responsible for the following:

- Organize and maintain Titles
 - Supervise the following:
 - Necessary paperwork associated with each title, i.e. Special Use,
 - Restriction or Notarized papers necessary or pertinent to process title work
 - Cross referencing title vehicle number with physical vehicle
 - All titles are properly closed in to a buyer
 - All out-of-state Buyers and foreign Buyers are informed of the laws of the State of Florida
 - Register Buyers



Tab 5 – Approach and Methodology

George Gideon Auctioneers has a multi-faceted approach and methodology when it comes to selling your surplus. We like to focus a several key but independent areas such as:

- Liability
- Maximum selling price
- Ease of use for Agencies
- Ethics

Though combining these areas, we believe that a good product is made that suits all aspects of selling your surplus.

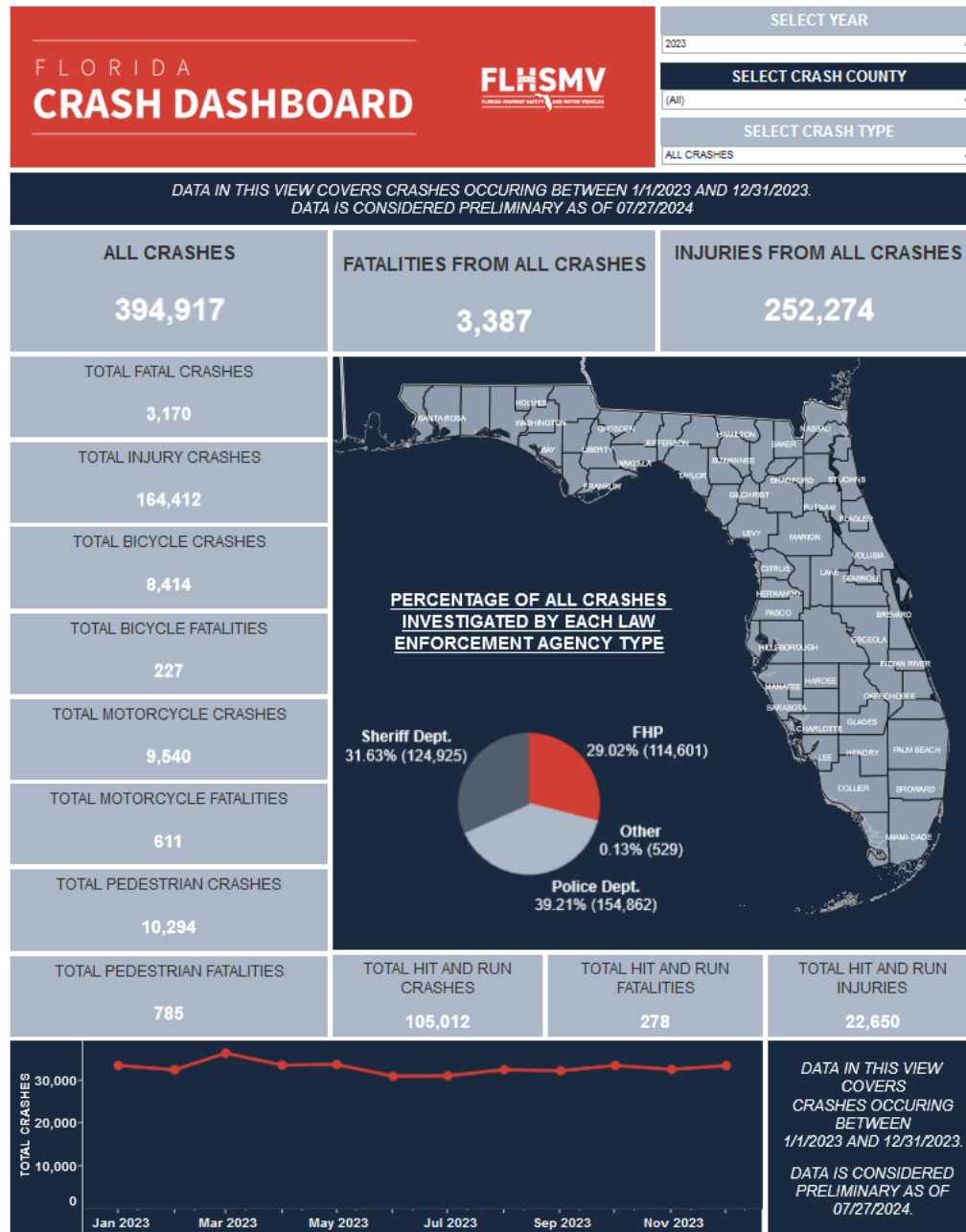
Liability

We like to make sure that any incurred liability from the selling process is minimized to keep you safe from frivolous lawsuits and misunderstandings with customers and regulatory agencies.

A few ways that we reduce your liability are:

- Processing your title work as a State of Florida Automobile dealer, although you can sell a vehicle yourself and sign it over to the buyer, DOT does not consider it legally transferred in the buyers name until they go to the tag office and do so themselves. As a dealer we are required to abide by all State of Florida DOT guideline to make sure that proper and legal title transfers are preformed to offer protection to the seller.
- Selling items as a COD (certificate of destruction). Whenever a badly wrecked or undriveable item is sold with a COD it cannot be driven on a public road again, thereby negating the chance of being implicated in a lawsuit for a faulty vehicle.

- Below is a screenshot of the Florida DMV dashboard for crash statistics concerning the 2023 year. You will see there is a staggering number of recorded crashes, and all it takes is one of those to be in a vehicle sold by you that did not have its title completely transferred to open you up to lawsuits!



- Accurate descriptions of items after years of selling many items will give the most accurate description thereby reducing misunderstandings
- Making sure unsafe items are towed off property and not driven off property. If a titled item does not have a transferred legal tag registered to it, you can be on the hook for letting them off your property.

Maximum selling price

Getting the maximum selling price for your items is an important part of our services and something that people pay the most attention to.

We offer many advertising venues to get the maximum publicity such as trade publications, independent Auction calendars, social media, and sponsored events.

We also have a bid extension option for selling your items. This extends the Auction end time for each individual item whenever it is bid on in the last 5 minutes. This creates more of a live Auction competitive feel sometimes increasing the final sale price by up to twice the price compared to selling without bid extensions.

Most items are sold at our facility allowing all the agencies that we sell for to work in unison and feed off each other's publicity and interest in items being sold here. By keeping the items at our facility this also allows our trained staff to take more detailed shots of items as well as videos of items running, and we all know a running vehicle will always bring more money.

Being a full-service facility we can get more for items sold here due to the fact that buyers can do all the title work here, and we will forklift load items onto their trailers or trucks thereby negating the extra cost incurred by them and allowing that cost to be put towards the purchase price of their items.

Ease of use for Agencies

We pride ourselves on being a full-service Auction Company and as such can cater our services to more directly meet the needs of the Government Agencies we sell for. A few of the services we offer are:

- An Auction employee can catalog items for selling at our facility or the Agencies facility
- Collecting and remitting the sales tax to the State on all sales for the Agency
- Reconciling items sold
- Arranging transport of items to our facility
- Transferring titles for the Agencies we sell for
- Answering buyers questions
- Removing items from the Agencies facilities
- Posting items online for Agencies to sell

Tab 6 – References

Client #1	Lake County		
Address	315 W. Main Street		
City, State, ZIP	Tavares, FL 32778		
Contact Person	Ron Falanga, Director of Procurement Services		
E-mail	rfalanga@lakecountyfl.gov	Phone:	352-343-9424
Date(s) of Service	From 6/1997 to current		
Type of Service	We provide for Lake County Board of County Commissioners On-Line Auctions		
Comments:	All of the items that are Auctioned for Lake County Board of County Commissioners are transported to our Facility by our contract carriers		
Client #2	Orange County Public Schools		
Address	6501 Magic Way Blvd Building 400		
City, State, ZIP	Orlando, FL 32809		
Contact Person	Christopher M. Reed, Director, Material Management		
E-mail	Christopher.Reed@ocps.net	Phone:	407/317-3700 ext. 2025290
Date(s) of Service	From 5/1998 to current		
Type of Service	We provide for Orange County Public Schools On-Line Auctions		
Comments:	All of the items that are Auctioned for Orange County Public Schools are transported to our Facility by our contract carriers or sold on-site		
Client #3	Volusia County Public Schools		
Address	1648 Hancock Blvd		
City, State, ZIP	Daytona Beach, FL 32114		
Contact Person	Mr. Chris Boyer, Fleet Director/Finance Director		
E-mail	cjboyer@volusia.k12.fl.us	Phone:	386/258-4667 ext. 50542
Date(s) of Service	From 7/2000 to current		
Type of Service	We provide for Volusia County Public Schools Internet Auctions		
Comments:	All of the items that are Auctioned for Volusia County Public Schools are transported to our Facility by our contract carriers or sold onsite		

Client #1	Seminole County		
Address	1301 E Second Street		
City, State, ZIP	Sanford FL 32771-1468		
Contact Person	Kelli Burrier, Property Administrator		
E-mail	kburrier@seminolecountyfl.gov	Phone:	407-665-7129
Date(s) of Service	From 1997 to current		
Type of Service	We provide for Seminole County On-Line Auctions		
Comments:	All of the items that are Auctioned for Seminole County are transported to our Facility by our contract carriers or sold on-site		
Client #2	Brevard County Sheriffs Office		
Address	850 Earle Petty Way		
City, State, ZIP	Cocoa FL 32927		
Contact Person	Mark Deitz, Fleet Manager		
E-mail	mark.deitz@bcso.us	Phone:	321-633-1715
Date(s) of Service	From 2001 to current		
Type of Service	We provide for Brevard County Sheriffs Office On-Line Auctions		
Comments:	All of the items that are Auctioned for Brevard County Sheriffs Office are transported to our Facility by our contract carriers		
Client #3	Seminole County Sheriffs Office		
Address	100 Eslinger Way		
City, State, ZIP	Sanford, FL 32773		
Contact Person	Bill Darty, Fleet Manager		
E-mail	wdarty@seminolesheriff.org	Phone:	407-752-1889
Date(s) of Service	From 1997 to current		
Type of Service	We provide for Seminole County Sheriffs Office On-Line Auctions		
Comments:	All of the items that are Auctioned for Seminole County Sheriffs Office are transported to our Facility by our contract carriers		

Tab 7 – Sales Commission Rates

Line Item	Description	Unit of Measure	Percentage
1	All titled items, including transportation (items will not be driven):	Not Applicable	12.5%
2	All non-titled, motorized items including, but not limited to, tractors, mowers, generators, and welders, including transportation:	Not Applicable	15.0%
3	All office furniture and equipment including, but not limited to, small tools, electronic and miscellaneous equipment and items, including transportation:	Not Applicable	70.0%
4	All Heavy Equipment items, including transportation	Not Applicable	15.0%
5	All Heavy Equipment items, excluding transportation, to be sold on County Property	Not Applicable	10.0%

**Due to
liability
the
following
items
cannot be
accepted
for
Auction**

Moldy items

Biological contaminants (I.E. needle containers, lab equipment with biological contaminants, uncleaned morgue equipment, etc..)

Perishable items

Flammable items not in a proper storage container (vehicles, equipment, and generators with sealed gas tanks are fine)

IT equipment that has not been wiped of sensitive data

Blue lights on law enforcement equipment

Alcohol

Firearms

Animals

Mattresses

Tab 8 – Ethics

- Shill bidding and how it can get you in trouble legally and in noncompliance with State Statutes! **George Gideon Auctioneers does not participate in this practice and views it as an immoral act that erodes the trust between buyers and sellers at the least and at the worst all involved can be prosecuted for wire fraud!!**
 - Ucc code 2-328 (this law is enacted verbatim from the UCC code as Florida Statute 672-328)

The 2023 Florida Statutes (including Special Session C)

Title XXXIX
COMMERCIAL
RELATIONS

Chapter 672
UNIFORM COMMERCIAL CODE:
SALES

- (1) In a sale by auction if goods are put up in lots each lot is the subject of a separate sale.
- (2) A sale by auction is complete when the auctioneer so announces by the fall of the hammer or in other customary manner. Where a bid is made while the hammer is falling in acceptance of a prior bid the auctioneer may in his or her discretion reopen the bidding or declare the goods sold under the bid on which the hammer was falling.
- (3) Such a sale is with reserve unless the goods are in explicit terms put up without reserve. In an auction with reserve the auctioneer may withdraw the goods at any time until he or she announces completion of the sale. In an auction without reserve, after the auctioneer calls for bids on an article or lot, that article or lot cannot be withdrawn unless no bid is made within a reasonable time. In either case a bidder may retract his or her bid until the auctioneer's announcement of completion of the sale, but a bidder's retraction does not revive any previous bid.
- (4) If the auctioneer **knowingly receives a bid on the seller's behalf** or **the seller makes or procures such a bid**, and notice has not been given that liberty for such bidding is reserved, the buyer may at his or her option avoid the sale or take the goods at the price of the last good faith bid prior to the completion of the sale. This subsection shall not apply to any bid at a forced sale.

- http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0600-0699/0672/0672.html

Law Insider defines a shill as "**Shill** means an employee or agent of the registrant who bids against legitimate bidders at an auction to escalate bidding."

For years shill bidding has been done to artificially drive up the selling price of an item without the intention of buying it. It is only supposed to be done on behalf of the seller (bolded in the above section that shows and excerpt of the statute) and shill bidding is only valid if it strictly follows UCC code 2-328.

This is not only illegal if done improperly but also ethically immoral since when through an online platform the Auctioneer has access to the bidders maximum bid and can easily and effortlessly run up the bid to that amount, thus ruining the good faith that is put in the Auctioneer and the selling Agency for running a fair Auction.

If shill bidding is not done exactly to the scope of State Statute it is a crime and has been prosecuted up to a felony in other states. This is not something any Government Agency wants to be included in on.

https://www.naag.org/wp-content/uploads/2020/10/391.civil_NY-v.-Baranovich-NY-v.-Eggleston-settlement-3.pdf

Not only does statute 2-328 outline the trouble an Auctioneer and agency can get in for shill bidding BUT statute 468.389 expressly prohibits shill bidding.

The 2024 Florida Statutes

Title XXXII
REGULATION OF PROFESSIONS
AND OCCUPATIONS

Chapter 468
MISCELLANEOUS PROFESSIONS AND
OCCUPATIONS

View Entire
Chapter

468.389 Prohibited acts; penalties.—

(1) The following acts shall be grounds for the disciplinary activities provided in subsections (2) and (3):

(a) A violation of any law relating to trade or commerce of this state or of the state in which an auction is conducted.

(b) Misrepresentation of property for sale at auction or making false promises concerning the use, value, or condition of such property by an auctioneer or auction business or by anyone acting as an agent of or with the consent of the auctioneer or auction business.

(c) Failure to account for or to pay or return, within a reasonable time not to exceed 30 days, money or property belonging to another which has come into the control of an auctioneer or auction business through an auction.

(d) False, deceptive, misleading, or untruthful advertising.

(e) Any conduct in connection with a sales transaction which demonstrates bad faith or dishonesty.

(f) **Using or permitting the use of false bidders, cappers, or shills.**

http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0400-0499/0468/Sections/0468.389.html

Honest advertising

If there are known defects, especially with a vehicle, they should ALWAYS be disclosed. A bent frame, bad brakes, etc... are just asking for an accident and lawsuit. Some Auctioneers may overlook it for a higher return, but it is never worth it in the end.

Tab 9 - Addenda

No Addend or Official Notices were posted for this bid to acknowledge.

George Gideon Auctioneers did see all 24 questions asked as well as the answers to them and does knowledge reading and understanding all answers as well as being able to adhere to them.

Tab 10 – Additional Requirements Attachments

Contractor Name: George Gideon Auctioneers

Solicitation Number: 24-B-184KW

HUMAN TRAFFICKING ATTESTATION PURSUANT TO SECTION 787.06, FLORIDA STATUTES

Name of Entity/Contractor: George Gideon Auctioneers Inc ("Nongovernmental Entity")

This form has been completed by a duly authorized officer or representative of the Nongovernmental Entity in conjunction with the execution, renewal, or extension of a contract with County of Volusia, a governmental entity and political subdivision of the State of Florida, ("Governmental Entity") in compliance with Section 787.06(13), Florida Statutes, (2024).

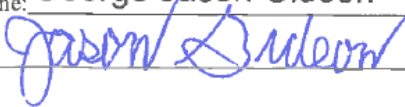
The Nongovernmental Entity acknowledges that Section 787.06(13), Florida Statutes, provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services. For purposes of this requirement, "labor" means work of economic or financial value and "services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term, "services" includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Pursuant to Section 787.06, Florida Statutes, when a contract is executed, renewed, or extended between you, a nongovernmental entity, and Volusia County, a governmental entity in the State of Florida, you are hereby providing this affidavit under penalties of perjury that you do not use coercion to employ any person for labor or services. Coercion includes, without limitation, using or threatening to use physical force against any person; restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; causing or threatening to cause financial harm to any person; enticing or luring any person by fraud or deceit; or providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

This signed attestation is provided to the Governmental Entity to comply with the statutory requirement. If, at any time in the future, the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.

This attestation is made for the benefit of, and reliance by, the Governmental Entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: George Jason Gideon Title: Sales Manager
Signature:  Date: 9/11/2024

PROHIBITION AGAINST CONTINGENT FEES:

In accordance with Florida Statute 287.055(6)(a), the following statement, duly signed and notarized, must be included in each proposal:

The firm, George GIDEON AUCTIONEERS, INC., warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this agreement.

By _____

(Signature)

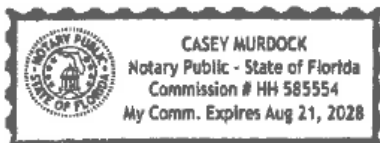
Date

9/12/2024

By

George GIDEON, President
Corporate Officer Name & TitleSTATE OF FloridaCOUNTY OF Lake

Sworn to/affirmed and subscribed before me this 12th day of September, 2024, by George Gideon, who is personally known to me or who has produced FL DRIVER'S LICENSE as identification

NOTARY PUBLIC - STATE OF Florida

Type or print name:

CASEY MURDOCKCommission No.: HH 585554Commission Expires: Aug 21, 2028

(Seal)

HOLD HARMLESS AGREEMENT

I, George GIDEON, (print owner's name), am the owner of George Gideon Auctioneers, INC. (print company name), an incorporated/unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that I or [the above-named business] employs fewer than four employees, all of whom are listed below, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees. I certify that I will provide the County of Volusia with the name of each new employee together with all required waivers and releases for each prior to any employee being allowed to work to provide services under the Contract set forth below. If any such employee is allowed to work without a signed waiver and release, such action will be a material breach of this Agreement. All signed waivers and releases shall be furnished before the commencement of any work by an employee or the undersigned to the County Project Manager or designated county representative.

On 20, the County of Volusia and I or (the above-named business) entered into a Contract for Auction Services (please insert name of Contract) (hereinafter "Agreement") which is incorporated by reference herein.

On behalf of myself, my business, and the employees listed below, I and they hereby agree to waive and release any and all workers' compensation claims or liens under Chapter 440, Florida Statutes, against the County of Volusia and its agents, officials and employees, arising from any work or services provided under the Agreement whether or not it shall be alleged or determined that the act was caused by intention, or through negligence or omission of the County of Volusia or its agents, officials and employees or subcontractors.

In the event that a workers' compensation claim or lien is made against the County of Volusia and/or its agents, officials or employees by myself or my employees or agents as a result of any work or services performed under the Agreement, I agree to indemnify, keep and hold harmless the County of Volusia, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of the Agreement with the County of Volusia, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of the County of Volusia or its employees, agents, or subcontractors. I or the above-named business shall pay all charges of attorneys and all costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against the County of Volusia in any action indemnified hereby, I or the above-named business shall, at my or its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the COUNTY OF VOLUSIA under Section 768.28, Florida Statutes.

Owner:

(signature)



(print name)

George GIDEON

Employee 1:

(signature)

(print name)

Employee 2:

(signature)

(print name)

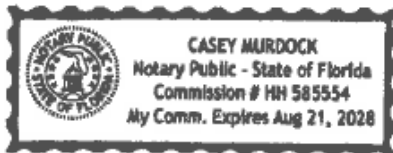
Employee 3:

(signature)

(print name)

STATE OF FloridaCOUNTY OF LAKE

Sworn to and subscribed before me this 12th day of September, 2024, by
George Gideon, who is/are personally known to me or
who has/have produced FL DRIVER'S License as identification.



(Seal)

Casey Murdock
NOTARY PUBLIC - STATE OF FLORIDA

Type or print name:

CASEY MURDOCK

Commission No.:

HH 585554

Commission Expires:

Aug 21, 2028

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above. GEORGE GIDEON AUCTIONEERS, INC.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See Instructions ☐	
5 Address (number, street, and apt. or suite no.). See instructions. 2753 N. ORANGE BLOSSOM TR		
6 City, state, and ZIP code ZELLWOOD, FL 32798		Requester's name and address (optional) Volusia County
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-						
or									
Employer identification number									
5	9	-	3	4	0	4	7	8	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>July Reinhard</i>	Date <i>9/16/2024</i>

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/14/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER National Risk Management & Associates, Inc. P.O. Box 521550 Longwood FL 32752-1550		CONTACT NAME: Robert J. Ray, CIC, CRM, CPRM License #A215767 PHONE (A/C, No. Ext): (407) 767-2950 FAX (A/C, No): (407) 767-9117 E-MAIL ADDRESS: cendra.ray@nrmafla.com	
INSURED George Gideon Auctioneers, Inc. P.O. Box 1179 Zellwood FL 32798-1179		INSURER(S) AFFORDING COVERAGE INSURER A: ATEGRITY SPECIALTY INSURANCE COMPANY INSURER B: STARSTONE NATIONAL INSURANCE COMPANY INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 16427 25496

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	X	01-C-PK-P-20065626-01	10/12/2023	10/12/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY	X	X	01-C-PK-P-20065626-01	10/12/2023	10/12/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ N/A	X		846651232ALI	10/12/2023	10/12/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000 PR/COMP OPS AGG \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Robert J. Ray, CIC, CRM, CPRM

E-132



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER The Hilb Group of Florida 5850 TG Lee Boulevard Suite 340 Orlando FL 32822	CONTACT NAME: Candace Robinson PHONE (A/C, No, Ext): (407) 506-0709 FAX (A/C, No): E-MAIL ADDRESS: c Robinson@hilbgroup.com <table style="width: 100%;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Technology Insurance Company</td> <td>42376</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Technology Insurance Company	42376	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED George Gideon Auctioneers, Inc. Po Box 1179 Zellwood FL 32799															

COVERAGES **CERTIFICATE NUMBER:** CL2441993287 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADUL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TWC4413430	04/25/2024	04/25/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Debra E. Lubknecht

E-133

HOLD HARMLESS AGREEMENT

I, George GIDEON (print owner's name), am the owner of George GIDEON AUCTIONEERS, INC. (print company name), an incorporated/unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that I or [the above-named business] employs fewer than four employees, all of whom are listed below, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees. I certify that I will provide the County of Volusia with the name of each new employee together with all required waivers and releases for each prior to any employee being allowed to work to provide services under the Contract set forth below. If any such employee is allowed to work without a signed waiver and release, such action will be a material breach of this Agreement. All signed waivers and releases shall be furnished before the commencement of any work by an employee or the undersigned to the County Project Manager or designated county representative.

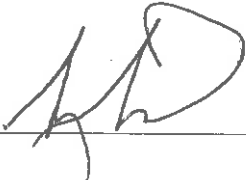
On , 20 , the County of Volusia and I or (the above-named business) entered into a Contract for AUCTION SERVICES (please insert name of Contract) (hereinafter "Agreement") which is incorporated by reference herein.

On behalf of myself, my business, and the employees listed below, I and they hereby agree to waive and release any and all workers' compensation claims or liens under Chapter 440, Florida Statutes, against the County of Volusia and its agents, officials and employees, arising from any work or services provided under the Agreement whether or not it shall be alleged or determined that the act was caused by intention, or through negligence or omission of the County of Volusia or its agents, officials and employees or subcontractors.

In the event that a workers' compensation claim or lien is made against the County of Volusia and/or its agents, officials or employees by myself or my employees or agents as a result of any work or services performed under the Agreement, I agree to indemnify, keep and hold harmless the County of Volusia, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of the Agreement with the County of Volusia, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of the County of Volusia or its employees, agents, or subcontractors. I or the above-named business shall pay all charges of attorneys and all costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against the County of Volusia in any action indemnified hereby, I or the above-named business shall, at my or its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the COUNTY OF VOLUSIA under Section 768.28, Florida Statutes.

Owner:

(signature)



(print name)

George GIDEON

Employee 1:

(signature)

(print name)

Employee 2:

(signature)

(print name)

Employee 3:

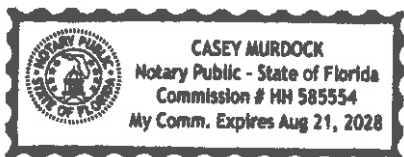
(signature)

(print name)

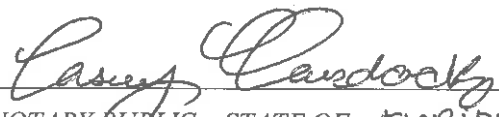
STATE OF Florida

COUNTY OF LAKE

Sworn to and subscribed before me this 12th day of September, 2024, by
George Gideon, who is/are personally known to me or
who has/have produced FL DRIVER'S License as identification.



(Seal)


NOTARY PUBLIC - STATE OF FLORIDA

Type or print name:

CASEY MURDOCK

Commission No.:

HH 585554

Commission Expires:

Aug 21, 2028

LICENSE CERTIFICATE

STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND
MOTOR VEHICLES
DIVISION OF MOTORIST SERVICES

GEORGE GIDEON AUCTIONEERS INC
PO BOX 1179
ZELLWOOD, FL 32798-1179

License

FOR AN INDEPENDENT DEALER IN
MOTOR VEHICLES

LICENSE NUMBER
VI/1004431/1

PRIMARY LOT

EFFECTIVE DATE

04/19/2024

EXPIRATION DATE

04/30/2026

THIS CERTIFIES, THAT

GEORGE GIDEON AUCTIONEERS INC

AT 2753 N ORANGE BLSD TRL
ZELLWOOD, FL 32798

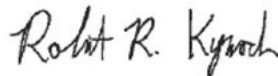
IS HEREBY LICENSED UNDER THE PROVISIONS OF SECTION

320.27, FLORIDA STATUTES TO CONDUCT AND CARRY ON BUSINESS AS
AN INDEPENDENT DEALER IN MOTOR VEHICLES AT THE ABOVE
DESCRIBED LOCATION

GIVEN UNDER MY HAND AND SEAL THE ABOVE DATE WRITTEN.



BUREAU CHIEF



DIRECTOR



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA BOARD OF AUCTIONEERS

THE AUCTION BUSINESS HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

GEORGE GIDEON AUCTIONEERS, INC.

2753 N HWY 441
ZELLWOOD FL 32798

LICENSE NUMBER: AB1501

EXPIRATION DATE: NOVEMBER 30, 2025

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA BOARD OF AUCTIONEERS

THE AUCTIONEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

GIDEON, GEORGE S

P.O. BOX 1179
ZELLWOOD FL 32798

LICENSE NUMBER: AU672

EXPIRATION DATE: NOVEMBER 30, 2025

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.



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This is your license. It is unlawful for anyone other than the licensee to use this document.

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	2023	EXPIRES	9/30/2024		
3017 AUCTIONEER	\$30.00			5000 AUCTION BUSINESS	\$30.00
					3017-0966200 5 EMPLOYEES

TOTAL TAX \$60.00
PREVIOUSLY PAID \$60.00
TOTAL DUE \$0.00

GIDEON GEORGE S

GEORGE GIDEON AUCTIONEERS INC
GIDEON GEORGE S
P O BOX 1179
ZELLWOOD FL 32798-1179

2753 N ORANGE BLOSSOM TL
U - ZELLWOOD, 32798

PAID: \$60.00 0099-01120711 8/7/2023

Tax Collector Scott Randolph

Local Business Tax Receipt

Orange County, Florida

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

	2023	EXPIRES	9/30/2024		
3017 AUCTIONEER	\$30.00			5000 AUCTION BUSINESS	\$30.00
					3017-0966200 5 EMPLOYEES

TOTAL TAX \$60.00
PREVIOUSLY PAID \$60.00
TOTAL DUE \$0.00



GIDEON GEORGE S

GEORGE GIDEON AUCTIONEERS INC
GIDEON GEORGE S
P O BOX 1179
ZELLWOOD FL 32798-1179

2753 N ORANGE BLOSSOM TL
U - ZELLWOOD, 32798

PAID: \$60.00 0099-01120711 8/7/2023

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[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
GEORGE GIDEON AUCTIONEERS, INC.

Filing Information

Document Number	P96000084454
FEI/EIN Number	59-3404789
Date Filed	10/10/1996
State	FL
Status	ACTIVE

Principal Address

2753 N. ORANGE BLOSSOM TR
ZELLWOOD, FL 32798

Changed: 04/18/2005

Mailing Address

PO BOX 1179
ZELLWOOD, FL 32798

Changed: 08/03/2004

Registered Agent Name & Address

GIDEON, GEORGE
2753 N. ORANGE BLOSSOM TRAIL
ZELLWOOD, FL 32798

Address Changed: 05/22/2015

Officer/Director Detail

Name & Address

Title P

GIDEON, GEORGE
2753 N. ORANGE BLOSSOM TRAIL
ZELLWOOD, FL 32798

Title VP

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GIDEON, ANITA
2753 N. ORANGE BLOSSOM TRAIL
ZELLWOOD, FL 32798

Title OFFICE MANAGER

REINHARD, AMY
2753 N. ORANGE BLOSSOM TR
ZELLWOOD, FL 32798

Title ONLINE SALES MANAGER

GIDEON, GEORGE JASON
2753 N. ORANGE BLOSSOM TR
ZELLWOOD, FL 32798

Title TRANSPORTATION MANAGER

REINHARD, KARL E
2753 N. ORANGE BLOSSOM TR
ZELLWOOD, FL 32798

Annual Reports

Report Year	Filed Date
2024	02/05/2024
2024	04/03/2024
2024	08/07/2024

Document Images

08/07/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
04/03/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
02/05/2024 -- ANNUAL REPORT	View image in PDF format
01/24/2023 -- ANNUAL REPORT	View image in PDF format
12/08/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
03/30/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
02/04/2022 -- ANNUAL REPORT	View image in PDF format
02/05/2021 -- ANNUAL REPORT	View image in PDF format
03/24/2020 -- ANNUAL REPORT	View image in PDF format
01/25/2019 -- ANNUAL REPORT	View image in PDF format
03/12/2018 -- ANNUAL REPORT	View image in PDF format
01/31/2017 -- ANNUAL REPORT	View image in PDF format
01/22/2016 -- ANNUAL REPORT	View image in PDF format
05/22/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
02/25/2015 -- ANNUAL REPORT	View image in PDF format
04/21/2014 -- ANNUAL REPORT	View image in PDF format
04/16/2013 -- ANNUAL REPORT	View image in PDF format
03/15/2012 -- ANNUAL REPORT	View image in PDF format
02/22/2011 -- ANNUAL REPORT	View image in PDF format

PROHIBITION AGAINST CONTINGENT FEES:

In accordance with Florida Statute 287.055(6)(a), the following statement, duly signed and notarized, must be included in each proposal:

The firm, George Gideon Auctioneers, Inc., warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this agreement.

By [Signature]
(Signature)

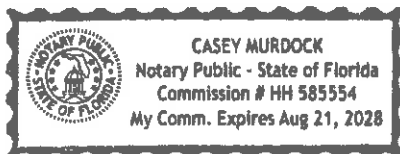
Date 9/12/2024

By George Gideon, President
Corporate Officer Name & Title

STATE OF Florida

COUNTY OF Lake

Sworn to/affirmed and subscribed before me this 12th day of September, 2024, by George Gideon, who is personally known to me or who has produced FL DRIVER'S License as identification



Casey Murdock
NOTARY PUBLIC - STATE OF Florida

Type or print name:

CASEY MURDOCK

Commission No.: HH 585554

Commission Expires: Aug 21, 2028

(Seal)

Contractor Name: George Gideon Auctioneers

Solicitation Number: 24-B-184KW

HUMAN TRAFFICKING ATTESTATION PURSUANT TO SECTION 787.06, FLORIDA STATUTES

Name of Entity/Contractor: George Gideon Auctioneers Inc ("Nongovernmental Entity")

This form has been completed by a duly authorized officer or representative of the Nongovernmental Entity in conjunction with the execution, renewal, or extension of a contract with County of Volusia, a governmental entity and political subdivision of the State of Florida, ("Governmental Entity") in compliance with Section 787.06(13), Florida Statutes, (2024).

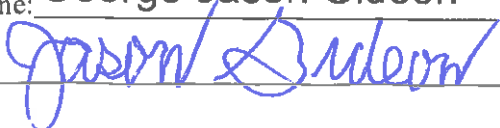
The Nongovernmental Entity acknowledges that Section 787.06(13), Florida Statutes, provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services. For purposes of this requirement, "labor" means work of economic or financial value and "services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term, "services" includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Pursuant to Section 787.06, Florida Statutes, when a contract is executed, renewed, or extended between you, a nongovernmental entity, and Volusia County, a governmental entity in the State of Florida, you are hereby providing this affidavit under penalties of perjury that you do not use coercion to employ any person for labor or services. Coercion includes, without limitation, using or threatening to use physical force against any person; restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; causing or threatening to cause financial harm to any person; enticing or luring any person by fraud or deceit; or providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

This signed attestation is provided to the Governmental Entity to comply with the statutory requirement. If, at any time in the future, the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.

This attestation is made for the benefit of, and reliance by, the Governmental Entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: George Jason Gideon Title: Sales Manager
Signature:  Date: 9/11/2024

Client #1	Lake County		
Address	315 W. Main Street		
City, State, ZIP	Tavares, FL 32778		
Contact Person	Ron Falanga, Director of Procurement Services		
E-mail	rfalanga@lakecountyfl.gov	Phone:	352-343-9424
Date(s) of Service	From 6/1997 to current		
Type of Service	We provide for Lake County Board of County Commissioners On-Line Auctions		
Comments:	All of the items that are Auctioned for Lake County Board of County Commissioners are transported to our Facility by our contract carriers		
Client #2	Orange County Public Schools		
Address	6501 Magic Way Blvd Building 400		
City, State, ZIP	Orlando, FL 32809		
Contact Person	Christopher M. Reed, Director, Material Management		
E-mail	Christopher.Reed@ocps.net	Phone:	407/317-3700 ext. 2025290
Date(s) of Service	From 5/1998 to current		
Type of Service	We provide for Orange County Public Schools On-Line Auctions		
Comments:	All of the items that are Auctioned for Orange County Public Schools are transported to our Facility by our contract carriers or sold on-site		
Client #3	Volusia County Public Schools		
Address	1648 Hancock Blvd		
City, State, ZIP	Daytona Beach, FL 32114		
Contact Person	Mr. Chris Boyer, Fleet Director/Finance Director		
E-mail	cjboyer@volusia.k12.fl.us	Phone:	386/258-4667 ext. 50542
Date(s) of Service	From 7/2000 to current		
Type of Service	We provide for Volusia County Public Schools Internet Auctions		
Comments:	All of the items that are Auctioned for Volusia County Public Schools are transported to our Facility by our contract carriers or sold on-site		

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Client #1	Seminole County		
Address	1301 E Second Street		
City, State, ZIP	Sanford FL 32771-1468		
Contact Person	Kelli Burrier, Property Administrator		
E-mail	kburrier@seminolecountyfl.gov	Phone:	407-665-7129
Date(s) of Service	From 1997 to current		
Type of Service	We provide for Seminole County On-Line Auctions		
Comments:	All of the items that are Auctioned for Seminole County are transported to our Facility by our contract carriers or sold on-site		
Client #2	Brevard County Sheriffs Office		
Address	850 Earle Petty Way		
City, State, ZIP	Cocoa FL 32927		
Contact Person	Mark Deitz, Fleet Manager		
E-mail	mark.deitz@bcso.us	Phone:	321-633-1715
Date(s) of Service	From 2001 to current		
Type of Service	We provide for Brevard County Sheriffs Office On-Line Auctions		
Comments:	All of the items that are Auctioned for Brevard County Sheriffs Office are transported to our Facility by our contract carriers		
Client #3	Seminole County Sheriffs Office		
Address	100 Eslinger Way		
City, State, ZIP	Sanford, FL 32773		
Contact Person	Bill Darty, Fleet Manager		
E-mail	wdarty@seminolesheriff.org	Phone:	407-752-1889
Date(s) of Service	From 1997 to current		
Type of Service	We provide for Seminole County Sheriffs Office On-Line Auctions		
Comments:	All of the items that are Auctioned for Seminole County Sheriffs Office are transported to our Facility by our contract carriers		

CITY COUNCIL AGENDA ITEM

Memo Date: 01/02/2025
Agenda Date: 1/14/2025
Prepared By: Jennifer Webster, Senior Planner
Through: Stockton Whitten, City Manager
Requested Action: **APPROVE** this SECOND READING of Ordinance 13-2024 a Land Development Code Amendment to Appendix A, Article XI, Section 12 of the Zoning Ordinance of the City of Cocoa to add major recreational equipment sales and rentals and limited commercial vehicles and heavy equipment sales and rentals to the list of permitted uses in the C-G zoning district and to provide design standards for major recreational equipment sales and/or rentals in the C-G zoning district.

BACKGROUND:

The applicant, Mr. Thomas R. Sullivan, is requesting a zoning text amendment to Land Development Code Appendix A, Article XI, Section 12 of the Code of Ordinances of the City of Cocoa to add major recreational equipment sales and rentals, limited types of commercial vehicles sales and rentals, and limited heavy equipment sales and rentals to the list of permitted uses of subsection (A)(12) in the C-G, Commercial-General, zoning district. The proposed changes include site-design standards related to the storage of trailers and other Major Recreational Equipment.

The applicant held a pre-application meeting with the City to determine if their proposed use would be allowed on a specific property in the C-G District. Generally, the applicant's use is to provide a point of sale and maintenance facility for utility trailers, enclosed trailers, and similar pull-behind tow-trailers. Based on the description of the business, it was determined by City staff that an update to the City's Code would be required in order for the business to operate in the C-G zoning district as proposed. While new and used automotive vehicles, agricultural equipment, and mobile home sales and/or rentals are permitted in the General Commercial District, the sale and rental of Major Recreational equipment, specific commercial vehicles, and specific Heavy Equipment, which is a specifically defined term, is not currently permitted or included in the C-G zoning district.

The existing definition for Major Recreational Equipment and Commercial Vehicle and Heavy Equipment in the Land Development Code is as follows:

MAJOR RECREATIONAL EQUIPMENT. Boats (excluding kayaks and canoes) and boat trailers, travel trailers, pick-up campers or coaches (designed to be mounted on automotive vehicles), motorized dwellings, tent trailers, golf carts, and the like, and cases or boxes used for transporting recreational equipment, whether occupied by such equipment or not (refer to article XIII, section 14).

COMMERCIAL VEHICLES AND HEAVY EQUIPMENT. Commercial, industrial or agricultural vehicles, equipment or machinery, whether or not the vehicle, equipment or machinery is licensed or otherwise authorized to travel upon the roads of the state, specifically including, but not limited to: semi-trailers; tractors for semi-trailers; trucks; step-vans; box trucks; construction equipment; cement mixers; compressors; forklifts; buses; tow trucks; dump trucks; trucks with roll-back beds; trailers; any other similar vehicles, equipment and machinery classified as commercial by the manufacturer; and pickup trucks, passenger vans, and cargo vans used for commercial purposes.

The proposed ordinance still prohibits most types of commercial vehicle and heavy equipment sales, which is permitted in the M-2 zoning district. However, it would allow for the sale and rental of enclosed and unenclosed utility trailers only.

Please note that Section (12)(a)(11) currently allows “New and used automotive vehicles and agricultural equipment and mobile home sales and/or rentals with accessory uses subject to design standards provided in appendix A, article XIII, section 28 of the City Code.” Given that the C-G doesn’t currently consider Major Recreational Equipment or Commercial Vehicles and Heavy Equipment sales and rentals, a concern of staff was proper screening and buffering throughout the entire C-G district. As a result, the proposed use is being placed beneath existing use Section 12(A)(11), as (12), with the existing uses (12) to (17) to be shifted one number, as unique design standards that are above and beyond Appendix A, Article XIII, Section 28, are proposed, as seen below.

Request:

The applicant has requested an amendment to the Land Development Code to include Major Recreational Equipment, Commercial Vehicles and Heavy Equipment to the list of permitted uses of subsection (A)(11) in the C-G zoning district.

Although the request is to amend subsection (A)(11) in the C-G zoning district, staff believes that Major Recreational Equipment, and specifically Commercial Vehicles and Heavy Equipment, warrants its own subsection with conditions. This is due to the unique character of the definition and the need for correlating conditions to protect the health, safety, and welfare of the community.

I. Staff Analysis

Pursuant to Appendix A, Zoning, Article XXI, Amendment, Section 1(G)(2), the planning board shall consider and study:

a. The need and justification for the change.

The proposed request outlines specific guidelines for the sale and maintenance of large recreational equipment, as well as the associated primary uses and structures in the C-G zoning district related to travel trailers. This request also includes limited types of

commercial vehicles and heavy equipment sales and rentals to be included in the C-G zoning district. An amendment to the code is warranted and would enable these uses without requiring a special exception.

Staff Finding: Amending the land development code to include Major Recreational Equipment sales and rentals along with Commercial Vehicles and Heavy Equipment sales and rentals in the C-G zoning district promotes the ability to provide commercial services with similar uses in designated areas. Further, standards for storage of trailers related to site design and landscaping, provide a sense of aesthetics in areas that are intended along transportation corridors and in public view.

b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning program and to the comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of this zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

The proposed amendment is consistent with the City's comprehensive plan and the properties underlying future land use category. Due to the geographic location and proximity to transportation corridors and public view, the proposed change is appropriate to the C-G category. Additionally, surrounding properties with C-G categorization include uses with automotive vehicles and agricultural equipment sales, storage garage, and automobile laundry or quick wash services.

Staff Finding: The proposed Zoning Text Amendment to include major recreational equipment and limited commercial equipment and heavy equipment in the Commercial General development category aligns with the City's Comprehensive Plan. The Comprehensive Plan designates the Commercial future land use category to support various retail, personal, and professional uses with direct access from a four-lane collector or two-lane arterial. Since the zoning district will not change, there will be no conflict with the comprehensive plan.

The proposed Zoning Text Amendment is consistent with key goals, objective, and policies in the City of Cocoa's Comprehensive plan.

Expanding the allowed uses in the C-G zoning district will help facilitate Comprehensive Plan Objective 1.1.4: Redevelopment. This objective encourages the redevelopment of areas where vacant, dilapidated, or substandard properties currently exist. Allowing Major Recreational Equipment and limiting Commercial Vehicles and Heavy Equipment in the C-G zoning district will allow new commercial uses in areas where redevelopment is desirable.

Implementing design standards for the proposed uses in the C-G zoning district is consistent with the Comprehensive Plan Policy 1.2.1.7. The newly added design standards will emphasize aesthetics and human comfort while promoting a sense of place, especially at the street level.

Further, Comprehensive Plan Objective 12.1.4 aims to protect water quality. To prevent unintended oil or chemical spills associated with other motorized vehicles, the maintenance allowed on Major Recreational Equipment and the limited Commercial Vehicles and Heavy Equipment in the C-G zone will be limited to indoors.

Following review of the proposed application and supporting material, staff recommends the proposed text to add Major Recreational Equipment to the City's Land Development Code Appendix A, Article XI, Section 12 subsection (A) (12) and subject to the following conditions.

The proposed provisions outlined below pertain to specific sections of the Land Development Code related to Major Recreational Equipment, limited Commercial Vehicles and Heavy Equipment. These provisions have been adapted for consideration within the C-G zoning district:

12) New and used major recreational equipment sales and/or rentals with accessory uses and certain new and used commercial vehicles and heavy equipment sales and/or rentals with accessory uses, which shall be limited to the sale and rental of enclosed and unenclosed utility trailers, subject to design standards provided in appendix A, article XIII, section 28 of the City Code and the following additional conditions, which shall take precedence in the event of a conflict with section 28:

a. Parking of major recreational equipment and unenclosed utility trailers forward of the front building line of the principal structure shall be limited to one (1) vehicle for each 30 lineal feet of street frontage. Unenclosed utility trailers parked forward of the front building line of the principal structure shall not exceed sixteen (16) feet in length. Such parking spaces shall be shown and identified on the scaled drawing depicting display and/or sales areas that shall be filed with the Community Services Director or the Planning and Zoning Division in accordance with appendix A, article XIII, section 28. If major recreational equipment and unenclosed utility trailers are parked forward of the front building line of the principal structure, ornamental fencing set-back a minimum of five (5) feet from the public right-of-way boundary line and a landscaping strip shall be provided as described in appendix A, article XIII, section 28.

b. Parking of enclosed utility trailers shall be prohibited forward of the front building line of the principal structure.

c. Outdoor storage areas located behind the front building line shall be screened from view on all sides visible from rights-of-way and adjoining property by either a solid wall or opaque fence at least six (6) feet in height or an on-site building. Fencing located in a side or rear yard behind the front building line may include as an alternative to the requirements of Appendix A, Article XIII, Section 5, black vinyl coated chain link fabric, provided the yard does not abut a residentially zoned district, or is a double frontage yard, as defined by the code. Where a side or rear yard abuts a residentially zoned district, the business or use shall conform with the requirements of Appendix A, Article XIII, Section 5(F).

d. Major recreational equipment and utility trailers shall not be elevated or located on

nonmoving single automotive vehicle display structures.

e. Outdoor storage of major recreational equipment exceeding thirteen and one-half (13½) feet in height shall not be permitted.

f. Major recreational equipment permitted under this section shall not be used as living quarters.

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

October 2, 2024, Planning & Zoning Board recommended approval by City Council.
December 10, 2024, City Council unanimously approved.

RECOMMENDED MOTION:

APPROVE this SECOND READING of Ordinance 13-2024 a Land Development Code Amendment to Appendix A, Article XI, Section 12 of the Zoning Ordinance of the City of Cocoa to add major recreational equipment sales and rentals and limited commercial vehicles and heavy equipment sales and rentals to the list of permitted uses in the C-G zoning district and to provide design standards for major recreational equipment sales and/or rentals in the C-G zoning district.

ORDINANCE NO. 13-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE ZONING ORDINANCE OF THE CITY OF COCOA TO ADD MAJOR RECREATIONAL EQUIPMENT SALES AND RENTAL AND LIMITED TYPES OF COMMERCIAL VEHICLE AND HEAVY EQUIPMENT SALES AND RENTAL TO THE LIST OF PERMITTED USES IN THE GENERAL COMMERCIAL (CG) ZONING DISTRICT AND ESTABLISHING CONDITIONS FOR SUCH USE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, Appendix A, Zoning, Article XI, Section 12 of the Code of Ordinances of the City of Cocoa, Florida, sets forth the permitted uses in the General Commercial District (CG); and

WHEREAS, the City Council desires to amend Appendix A, Article XI, Section 12 of the Zoning Ordinance to add major recreational equipment and certain very limited types of commercial vehicle and heavy equipment sales and rental as a permitted use and further establish conditions for such use; and

WHEREAS, the Planning and Zoning Board and City Staff of the City of Cocoa have recommended approval of this Ordinance; and

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

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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

Section 1. Recitals. The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of Cocoa.

Section 2. **Zoning Text Amendment.** The City of Cocoa Code of Ordinances Appendix A, Article XI, Section 12, is hereby amended as follows: (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from the Ordinance of text existing in Appendix A, Article XI. It is intended that the text in Appendix A, Article XI denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to the adoption of this Ordinance):

* * *

APPENDIX A – ZONING

* * *

ARTICLE XI. – SCHEDULE OF DISTRICT REGULATIONS

* * *

Sec. 12. District and intent—C-G, General Commercial District.

The provisions of this district are intended to apply to an area intended to be developed and preserved as a major commercial center serving the commercial needs of the community and region. The type of uses and other restrictions are intended to promote adequate protection from conflicts with adjacent residential and other noncommercial uses, and to minimize the interruption of traffic along adjacent thoroughfares.

- (A) **PRINCIPAL USES AND STRUCTURES.** The following uses and structures are permitted for any use or group of uses that are developed, either separately, or as a unit with certain site improvements shared in common:
- (1) All principal uses and structures allowed in section 10, P-S Professional Services District, and section 11, C-N, Neighborhood Commercial District, except residential uses and child care centers, day nurseries or kindergartens.
 - (2) Any other retail sales outlet of products sold directly to the consumer.
 - (3) Wholesaling from sample stocks.
 - (4) Dry cleaning establishments using noninflammable solvents and cleaning fluids as determined by the fire chief.
 - (5) Business service establishments.
 - (6) Commercial recreation structures such as theaters, driving ranges, bowling alleys, and similar uses except drive-in theaters (enclosed structures shall be air conditioned).
 - (7) Automobile laundry or quick wash.
 - (8) Liquor stores (retail) and cocktail lounges.

- (9) Storage garage, public and private automobile parking.
- (10) Repair service establishments such as household appliances, radio and television and similar uses.
- (11) New and used automotive vehicles and agricultural equipment and mobile home sales and/or rentals with accessory uses subject to design standards provided in appendix A, article XIII, section 28 of the City Code.
- (12) New and used major recreational equipment sales and/or rentals with accessory uses and certain new and used commercial vehicles and heavy equipment sales and/or rentals with accessory uses, which shall be limited to the sale and rental of enclosed and unenclosed utility trailers, subject to design standards provided in appendix A, article XIII, section 28 of the City Code and the following additional conditions, which shall take precedence in the event of a conflict with section 28:
 - a. Parking of major recreational equipment and unenclosed utility trailers forward of the front building line of the principal structure shall be limited to one (1) vehicle for each 30 lineal feet of street frontage. Unenclosed utility trailers parked forward of the front building line of the principal structure shall not exceed sixteen (16) feet in length. Such parking spaces shall be shown and identified on the scaled drawing depicting display and/or sales areas that shall be filed with the Community Services Director or the Planning and Zoning Division in accordance with appendix A, article XIII, section 28. If major recreational equipment and unenclosed utility trailers are parked forward of the front building line of the principal structure, ornamental fencing set-back a minimum of five (5) feet from the public right-of-way boundary line and a landscaping strip shall be provided as described in appendix A, article XIII, section 28.
 - b. Parking of enclosed utility trailers shall be prohibited forward of the front building line of the principal structure.
 - c. Outdoor storage areas located behind the front building line shall be screened from view on all sides visible from rights-of-way and adjoining property by either a solid wall or opaque fence at least six (6) feet in height or an on-site building. Fencing located in a side or rear yard behind the front building line may include as an alternative to the requirements of Appendix A, Article XIII, Section 5, black vinyl coated chain link fabric, provided the yard does not abut a residentially zoned district, or is a double frontage yard, as defined by the code. Where a side or rear yard abuts a residentially zoned district, the business or use shall conform with the requirements of Appendix A, Article XIII, Section 5(F).
 - d. Major recreational equipment and utility trailers shall not be elevated or located on nonmoving single automotive vehicle display structures.
 - e. Outdoor storage of major recreational equipment exceeding thirteen and one-half (13½) feet in height shall not be permitted.

f. Major recreational equipment permitted under this section shall not be used as living quarters.

- ~~(12)~~ (13) Professional business schools, vocational and trade schools, not involving operations of an industrial nature.
- ~~(13)~~ (14) Printing, bookbinding, lithography and publishing establishments, blueprinting, photostating.
- ~~(14)~~ (15) Package store, beer and wine.
- ~~(15)~~ (16) Hotels and motels with no more than fifty (50) units per gross residential acre and with a minimum living area per dwelling unit of no less than three hundred (300) square feet.
- ~~(16)~~ (17) Retail automotive gasoline/fuel sales as an accessory use to convenience stores, subject to the following provisions:
 - a. Access: Convenience stores selling gasoline/fuel shall be located on arterial roadways or on corner lots at intersections of collector roads or roads of higher functional classification (as identified in the City of Cocoa Comprehensive Plan). No driveway or point of access shall be permitted within one hundred (100) feet of an intersection of collector roads or roads of higher functional classification.
 - b. Minimum street frontage: One hundred fifty (150) feet on each abutting street.
 - c. Location of facilities: Gasoline/fuel pumps and other service island equipment shall be set back at least twenty (20) feet from all property lines, fifteen (15) feet from any building, and one hundred (100) feet from the nearest residentially zoned land. In addition, pumps and other service island equipment shall not interfere with the safe and orderly movement of traffic in parking and other vehicular use areas.
 - d. Tank storage: Underground storage is required for all receptacles for combustible materials in excess of two hundred (200) gallons.
- ~~(17)~~ (18) Gym and fitness facilities.

Section 3. Incorporation Into Code. This Ordinance shall be incorporated into the City Code of the City of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 4. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent Ordinances and Resolutions adopted by the City Council, or parts of prior Ordinances and Resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 5. **Severability.** If any section, subsection, sentence, clause, phrase, word, or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 6. **Effective Date.** This Ordinance shall become effective immediately upon 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 ____ day of _____, 2024.

MICHAEL C. BLAKE, Mayor

ATTEST:

MONICA ARSENAULT, City Clerk

Legal Ad Published: _____
First Reading: _____
Legal Ad Published: _____
Effective Date: _____



ZONING ORDINANCE AMENDMENT **APPLICATION (TEXT ONLY)**

Community Services Department
Planning and Zoning Division
65 Stone Street
Cocoa, Florida 32922

Phone: (321) 433-8535
Fax: (321) 433-8543
Web: <http://www.cocoafl.org>

This form is divided into steps, which will help you prepare your application, provide supplemental items, and prepare for the Planning and Zoning Board and City Council hearings. A pre-application meeting with Staff is **required**.

For Office Use Only - Date Received

Please TYPE or PRINT this application neatly.

Stamp Only When Application is Fully Complete

1. **Request:** To add "major recreational equipment" as a permitted use in the C-G zoning district.

2. **Applicable City Code Section(s):** Article XI, Section 12(A)(11).

3. **Applicant Information:** * NOTE: Applicant is the main contact, who must attend the meeting!

Company (if applicable): GrayRobinson, P.A.

Name: Thomas R. Sullivan

Mailing Address: 301 E. Pine Street, Suite 1400

City: Orlando State: FL Zip Code: 32839

Phone #: 407 244 5664 Fax #: 407 244 5690

Mobile #: 407 275 7740 E-mail: thomas.sullivan@gray-robinson.com

4. **Please submit the following items in order complete the application:**

- a. ☒ **Notarized application.**
- b. ☒ **Application fee.** Please make checks payable to the 'City of Cocoa' and submit payment **ONLY** to the Community Services Department. Public mail notice and legal advertising fees must also be paid a few weeks after application submittal. See Schedule of Fees, Charges and Expenses for applicable fees.
- c. ☒ **Corporate documents.** If the applicant is representing a company, articles of incorporation which show the applicant is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (<http://www.sunbiz.org/corpweb/inquiry/search.html>).
- d. ☐ **Additional information.** Submit any information that may be helpful in understanding the request. This may include, but limited to, desired ordinance text, examples, photos, sketches, elevations, and letters.

5. **Application filing procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Planning and Zoning Division.

Public hearings process information – please read this!

6. **Dates and locations of public hearings.** All zoning text ordinance amendments require one hearing in front of the Planning & Zoning Board and two hearings in front of the City of Cocoa Council.
7. **Board types.** The Planning & Zoning Board is an advisory board to the City Council and therefore is only authorized to make recommendations. City Council is an authoritative body and is able to make binding decisions.
8. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the application. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.
9. **Preparing for the public hearings.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the application request. The City assumes no responsibility or liability relating to the applicant's failure to research and know all applicable laws including, but not limited to state, federal, and city laws, codes, land development regulations, and the comprehensive plan.
10. **Exhibits at public hearings.** If photographs, documents, maps or other materials are provided to the Board/Council as evidence at the public hearing, the applicant must leave those instruments with the Recording Secretary. By law those instruments automatically become part of the public records and cannot be returned to the applicant.
11. **Witnesses at public hearings.** For the purposes of making a decision on the application, the Board/Council shall only consider testimony of qualified witnesses. A witness is determined by the Board/Council and is generally based on:
- a. The witness has personal knowledge of the fact in which the witness will testify; and/or
 - b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:
 1. *Layman witness:* Testimony of a witness other than an expert witness is qualified only if:
 - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.
 - The opinions and inferences do not require any special knowledge, skill experience or training.
 2. *Expert witness.* Testimony of an expert witness is qualified only if:
 - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.
 - The witness is adequately qualified to express an opinion on the matter.
12. **Planning & Zoning Board vs. City Council actions.** If the Planning & Zoning Board finds that the facts presented in the matter justify approval, it may recommend to approve the request, or a portion thereof, and it may specify any conditions deemed necessary to preserve the intent of the City of Cocoa Code. If the Board finds that the facts presented do not justify approval, it may recommend to deny the request and will specify the reasons for denial. A decision is usually made at the same meeting that the hearing is held. Regardless of the outcome, the application will be forwarded to the City Council for consideration where a final decision can be made.

13. Zoning Text Amendment Petition

I, the undersigned, hereby petition the City of Cocoa Council for a zoning text amendment as specified below:

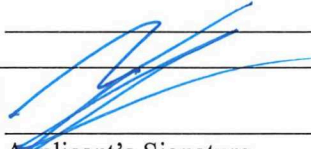
a. In order to approve a zoning text ordinance amendment, the Planning & Zoning Board and City Council must consider and study the criteria listed below (as described in Appendix A, Article XXII, Section 1 (G)(2) of the City of Cocoa Code). Please provide your consideration of the following criteria and any pertinent data and evidence that may be useful to the Planning & Zoning Board and City Council.

a. The need and justification for the change.

The stated intent of the C-G zoning district is to be developed and preserved as a major commercial center serving the commercial needs of the community and region. Adding "major recreational equipment" as a permitted use is in keeping with the intent of the C-G zoning district as it would allow for the sale of work trailers for various small businesses in the City and surrounding area (i.e., utility trailers for landscapers, enclosed trailers for plumbers and contractors).

b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning program and to the comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of this zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

The requested amendment is consistent with a number of goals, objectives and policies set forth in the Future Land Use Element of the City's Comprehensive Plan, including Policy 1.1.2.9, which provides that Commercial areas are intended to be areas that serve several neighborhoods, sub-regional and regional areas and provide an array of retail, personal and professional uses.


Applicant's Signature

6/2/24
Date

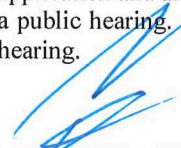
Thomas R. Sullivan
Applicant's Printed Name

14. Signatures and Notarization.

STATE OF FLORIDA COUNTY OF ORANGE. I, Thomas R. Sullivan
being first duly sworn, depose and say that:

- ☐ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.
- ☒ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this application and applicable petition, and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.



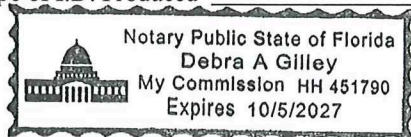
(APPLICANT SIGNATURE)

Thomas R. Sullivan

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification ☐

Type of I.D. Produced _____





(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 2nd day of June, 20 24

FOR OFFICE USE ONLY

Fee of \$ _____ in cash ☐ or check ☐ (No. _____) payable to the "City of Cocoa".

Receipt Number: _____

Date: _____

Signature from Planning & Zoning Division:

PROPERTY OWNER
LETTER OF AUTHORIZATION



APPLICATION REQUEST:

Zoning Text Amendment as described in the attached application.

AFFECTED PROPERTY: List the Parcel/Tax IDs that are subject to this Letter of Authorization. If there are more than four Parcel/Tax IDs, complete additional Letters of Authorization containing the additional Parcels/Tax IDs.

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STATE OF FLORIDA COUNTY OF OSCEOLA

I, Scott Locke on behalf of 4840 IRLO, LLC being first
duly sworn, depose and say that I am the fee simple owner of the above-described property, and I hereby authorize

Thomas R. Sullivan of GrayRobinson, P.A. to serve
as agent on my behalf for the purpose of making and executing this application request. Also, I fully understand that any
representation(s) made on my behalf, by my authorized representative, shall be legally binding on me and my aforesaid property
as if I myself had made said representation(s).

(OWNER SIGNATURE)

Personally Known ☒ OR Produced Identification ☐

Type of I.D. Produced _____

(Print, Type, or Stamp Commission # and Notary Public)



Diane T. Bradshaw
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 10 day of May, 2024



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company

4840 IRLO, LLC

Filing Information

Document Number L19000095835

FEI/EIN Number 84-2861329

Date Filed 04/11/2019

State FL

Status ACTIVE

Principal Address

3169 CANOE CREEK RD.

ST. CLOUD, FL 34772

Mailing Address

3169 CANOE CREEK RD.

ST. CLOUD, FL 34772

Registered Agent Name & Address

HALLOCK, DAVID D

ONE LAKE MORTON DR.

LAKELAND, FL 33801

Authorized Person(s) Detail

Name & Address

Title MGR

LOCKE, SCOTT

3169 CANOE CREEK RD.

ST. CLOUD, FL 34772

Annual Reports

Report Year	Filed Date
2022	02/28/2022
2023	03/01/2023
2024	03/07/2024

Document Images

[03/07/2024 -- ANNUAL REPORT](#)

[View image in PDF format](#)

03/01/2023 -- ANNUAL REPORT	View image in PDF format
02/28/2022 -- ANNUAL REPORT	View image in PDF format
02/11/2021 -- ANNUAL REPORT	View image in PDF format
01/23/2020 -- ANNUAL REPORT	View image in PDF format
04/11/2019 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

AFFIDAVIT OF PUBLICATION

Jennifer Webster, Planning & Zoning Dept.
Attn: Accounting Division
City Of Cocoa (Te)
65 Stone St
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Classified Legal CLEGL, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

09/24/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 09/24/2024

Legal Clerk



Notary, State of WI, County of Brown

1-7-25

My commission expires

Publication Cost: \$598.16

Tax Amount: \$0.00

Payment Cost: \$598.16

Order No: 10595885

of Copies:

Customer No: 1127247

1

PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KATHLEEN ALLEN
Notary Public
State of Wisconsin

CITY OF COCOA NOTICE OF PUBLIC HEARING ZONING TEXT AMENDMENT

**NOTICE IS HEREBY GIVEN THAT
THE PLANNING & ZONING BOARD/LOCAL PLANNING
AGENCY
AND THE COCOA CITY COUNCIL
PROPOSE TO CONSIDER THE FOLLOWING:**

ORDINANCE NO. 13-2024

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF COCOA, BREVARD COUNTY, FLORIDA;
AMENDING THE ZONING ORDINANCE OF THE
CITY OF COCOA TO ADD MAJOR RECREATIONAL
EQUIPMENT SALES AND RENTAL AND LIMITED
TYPES OF COMMERCIAL VEHICLE AND HEAVY
EQUIPMENT SALES AND RENTAL TO THE LIST OF
PERMITTED USES IN THE GENERAL COMMERCIAL
(CG) ZONING DISTRICT AND ESTABLISHING
CONDITIONS FOR SUCH USE; PROVIDING FOR THE
REPEAL OF PRIOR INCONSISTENT ORDINANCES
AND RESOLUTIONS, INCORPORATION INTO THE
CODE, SEVERABILITY, AND AN EFFECTIVE DATE.**

**PLANNING & ZONING BOARD/
LOCAL PLANNING AGENCY
PUBLIC HEARING WILL BE HELD ON**

October 2, 2024

CITY COUNCIL 1st PUBLIC HEARING WILL BE HELD ON

October 8, 2024

**ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON
THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL**

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. 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, Monica Arsenault, at least 48 hours prior to the meeting by telephone at (321) 433-8484 or via email at marsenault@cocoafl.org.

The City hereby advises the public that if a person decides to appeal any decision made by the BOA, P&Z Board/LPA or 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.

The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:

The public may inspect the agenda items, ordinances, and supporting documents at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451, or on the City's website at the following link prior to the meeting: <https://cocoa.legistar.com/Calendar.aspx>

Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org.

Viewing In Real Time. Interested persons may view and listen to the hearings live at the following internet address: <https://cocoa.legistar.com/Calendar.aspx> The City is not responsible for technical difficulties that may occur while viewing or listening online.

FT-40316288

AFFIDAVIT OF PUBLICATION

Jennifer Webster, Planning & Zoning Dept.
Attn: Accounting Division
City Of Cocoa (Te)
65 Stone St
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

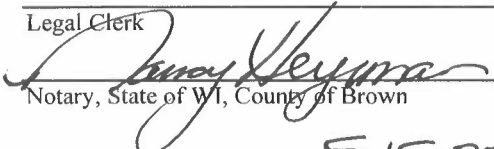
Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Classified Legal CLEGL, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

12/03/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 12/03/2024

Legal Clerk



Notary, State of WI, County of Brown

5:15:27

My commission expires

Publication Cost: \$498.80

Tax Amount: \$0.00

Payment Cost: \$498.80

Order No: 10805754

Customer No: 1127247

PO #:

of Copies:

1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NANCY HEYRMAN
Notary Public
State of Wisconsin

**CITY OF COCOA
NOTICE OF PUBLIC HEARING
ZONING TEXT AMENDMENT**

**NOTICE IS HEREBY GIVEN THAT
THE COCOA CITY COUNCIL
PROPOSES TO CONSIDER THE FOLLOWING:**

ORDINANCE NO. 13-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE ZONING ORDINANCE OF THE CITY OF COCOA TO ADD MAJOR RECREATIONAL EQUIPMENT SALES AND RENTAL AND LIMITED TYPES OF COMMERCIAL VEHICLE AND HEAVY EQUIPMENT SALES AND RENTAL TO THE LIST OF PERMITTED USES IN THE GENERAL COMMERCIAL (CG) ZONING DISTRICT AND ESTABLISHING CONDITIONS FOR SUCH USE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

**CITY COUNCIL 1st PUBLIC HEARING WILL BE
HELD ON December 10, 2024**

**ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON
THEREAFTER IN THE COCOA CITY HALL COUNCIL
CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL**

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. 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, Monica Arsenault, at least 48 hours prior to the meeting by telephone at (321) 433-8484 or via email at marsenault@cocoafl.org.

The City hereby advises the public that if a person decides to appeal any decision made by the BOA, P&Z Board/LPA or 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.

The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:

The public may inspect the agenda items, ordinances, and supporting documents at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451, or on the City's website at the following link prior to the meeting: <https://cocoa.legistar.com/Calendar.aspx>

Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org.

Viewing In Real Time. Interested persons may view and listen to the hearings live at the following internet address: <https://cocoa.legistar.com/Calendar.aspx> The City is not responsible for technical difficulties that may occur while viewing or listening online.

FT-40744834

AFFIDAVIT OF PUBLICATION

Jennifer Webster, Planning & Zoning Dept.
Accounting Division
City Of Cocoa - Te
65 Stone ST
Cocoa FL 32922-7982

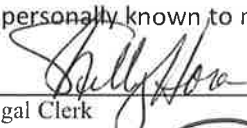
STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Classified Legal CLEGL, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

01/02/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 01/02/2025



Legal Clerk



Notary, State of WI, County of Brown

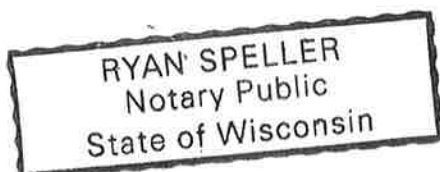
10-25-26

My commission expires

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THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.



CITY OF COCOA NOTICE OF PUBLIC HEARING ZONING TEXT AMENDMENT

**NOTICE IS HEREBY GIVEN THAT
THE COCOA CITY COUNCIL
PROPOSES TO CONSIDER THE FOLLOWING:**

ORDINANCE NO. 13-2024

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF COCOA, BREVARD COUNTY, FLORIDA;
AMENDING THE ZONING ORDINANCE OF THE
CITY OF COCOA TO ADD MAJOR RECREATIONAL
EQUIPMENT SALES AND RENTAL AND LIMITED TYPES
OF COMMERCIAL VEHICLE AND HEAVY EQUIPMENT
SALES AND RENTAL TO THE LIST OF PERMITTED
USES IN THE GENERAL COMMERCIAL (CG) ZONING
DISTRICT AND ESTABLISHING CONDITIONS FOR
SUCH USE; PROVIDING FOR THE REPEAL OF PRIOR
INCONSISTENT ORDINANCES AND RESOLUTIONS,
INCORPORATION INTO THE CODE, SEVERABILITY,
AND AN EFFECTIVE DATE.**

**CITY COUNCIL 2nd PUBLIC HEARING WILL BE HELD ON
January 14, 2025**

**ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON
THEREAFTER IN THE COCOA CITY HALL COUNCIL
CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL**

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. 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, Monica Arsenault, at least 48 hours prior to the meeting by telephone at (321) 433-8484 or via email at marseault@cocoafl.org.

The City hereby advises the public that if a person decides to appeal any decision made by the BOA, P&Z Board/LPA or 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.

The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:

The public may inspect the agenda items, ordinances, and supporting documents at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451, or on the City's website at the following link prior to the meeting: <https://www.cocoafl.gov/291/20338/City-Meetings>

Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org.

Viewing In Real Time. Interested persons may view and listen to the hearings live at the following internet address: <https://www.cocoafl.gov/291/20338/City-Meetings> The City is not responsible for technical difficulties that may occur while viewing or listening online.

FT-45937605



THE CITY OF COCOA

BUSINESS IMPACT ESTIMATE **PURSUANT TO F.S. 166.041(4)**

This form should be included in the agenda packet with the proposed ordinance to be considered. It must be posted on the City's website by the time notice of the proposed ordinance is published pursuant to Section 166.041(3)(a), Florida Statutes.

City Council Meeting Dates: January 14, 2024

Ordinance Number: 13-2024

Posted To Webpage: January 3, 2025

Major Recreational Equipment Sales

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE ZONING ORDINANCE OF THE CITY OF COCOA TO ADD MAJOR RECREATIONAL EQUIPMENT SALES AND RENTAL AND LIMITED TYPES OF COMMERCIAL VEHICLE AND HEAVY EQUIPMENT SALES AND RENTAL TO THE LIST OF PERMITTED USES IN THE GENERAL COMMERCIAL (CG) ZONING DISTRICT AND ESTABLISHING CONDITIONS FOR SUCH USE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Parts I-IV below are not required to be completed if the ordinance involves any one of the following types of exemptions. Please check if applicable:

- ☐ 1. Ordinances required for compliance with federal or state law or regulation;
- ☐ 2. Ordinances relating to the issuance or refinancing of debt;
- ☐ 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ 4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;
- ☐ 5. Emergency ordinances;

- ☐ 6. Ordinances relating to procurement; or
- ☐ 7. Ordinances enacted to implement the following:
 - ☐ a. Development orders and development permits, as those terms are defined in Section 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
 - ☒ b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
 - ☐ c. Sections 190.005 and 190.046;
 - ☐ d. Section 553.73, relating to the Florida Building Code; or
 - ☐ e. Section 633.202, relating to the Florida Fire Prevention Code.

Part I.

Summary of the proposed ordinance and statement of public purpose:

(Address the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City of Cocoa.)

Part II.

Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Cocoa: *(fill out subsections a-c as applicable, if not applicable write "not applicable")*

(a) Estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted:

(b) Identification of any new charges or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

(c) An estimate of the City of Cocoa's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

Part III.

Good faith estimate of the number of businesses likely to be impacted by the ordinance:

Part IV. Additional Information the City Council may find useful (if any):

This Business Impact Estimate may be revised following its initial posting.

CITY COUNCIL AGENDA ITEM

Memo Date: 01/02/2025
Agenda Date: 1/14/2025
Prepared By: Jennifer Webster, Senior Planner
Through: Stockton Whitten, City Manager
Requested Action: **APPROVE** on second reading, Ordinance No. 15-2024, a City-initiated Ordinance amending the official Zoning Map designation of sixteen (16) parcels of real property, totaling 8.36 acres, more or less, and generally located adjacent to state road 520 near the intersections with Virginia Avenue, Ruth Street, and Aurora Street, in Cocoa, Florida, more particularly depicted and described on exhibit "A" attached here to from Brevard County Single-Family Residential (RU-1-9), General Retail Commercial (BU-1), and Retail, Warehousing & Wholesale Commercial (BU-2) to City of Cocoa General Commercial (C-G).

BACKGROUND:

The Subject Parcels are generally located adjacent to State Road 520 near the intersections of Virginia Avenue, Ruth Street, and Aurora Street, in Cocoa, Florida, more particularly depicted and described on Exhibit "A".

These parcels are located in the City of Cocoa taxing jurisdiction. Fifteen (15) of these properties were annexed into the City in 2004 from Brevard County (County), by Ordinance 11-2004, (Exhibit 'D') as part of a larger, 26-acre annexation of portions of the Pine Grove Park Subdivision and portions of the Pine Acres Plat. One (1) parcel was later annexed by Ordinance 03-2006 (Exhibit 'E'). These properties were assigned a Future Land Use (FLU) of Commercial. However, a zoning category was not assigned at the time of the annexations. This makes future development challenging with the absence of a City zoning designation.

Upon analysis, Planning and Zoning staff is recommending these (16) parcels, totaling approximately 8.36 acres, be rezoned to City of Cocoa General Commercial (C-G).

STATISTICS

Future Land Use Designation: Current: Commercial

Zoning District: Prior (Brevard County):
Single-Family Residential (RU-1-9)
General Retail Commercial (BU-1)
Retail, Warehousing & Wholesale Commercial (BU-2)
Proposed: City of Cocoa General Commercial (C-G)

Existing Land Use: Various - Light industrial, misc. retail, personal services,
vacant, unused

Council District: District 1 – Councilmember Alex Goins

Legal Ad Date: September 17, 2024 (original hearing date of October 2, 2024, postponed to date and time certain December 4th, 2024).
Advertised on November 19th for December 10th, 2024 City Council 1st reading.
Advertised on January 02, 2025 for City Council 2nd reading.

Overview of Surrounding Area:

	Future Land Use Designations	Zoning Districts	Land Uses
North	Commercial	General Commercial (C-G)	Automotive Sales & Repair
South	Low Density Residential	RU-1-7 (Single Family)	Single Family Homes
East	Commercial	General Commercial (C-G)	Automotive & Retail
West	Brevard County	Brevard County	Commercial / Industrial

ANALYSIS

Brevard County Zoning Comparison and Conformities. Part of the staff analysis in a rezone request is the potential creation of nonconforming lots. The following are descriptions of the Brevard County zoning classifications of the Subject Parcels when they were annexed.

Single-family residential, RU-1-9. There is one parcel in the Subject area with the former County classification of Single-family residential, or RU-1-9. “This residential zoning classification encompasses lands devoted to single-family residential development of spacious character [...]” (Sec. 62-1341, Code of Ordinances of Brevard County). This parcel is currently vacant and unoccupied and will be considered conforming in the City of Cocoa C-G zoning district.

General retail commercial, BU-1. There is one business in the Subject Parcel area with this former classification: the Brevard Sharing Center Thrift Store. “This zoning classification encompasses land devoted to general retail shopping, offices and personal services to serve the needs of the community [...]”, (Sec. 62-1482 Code of Ordinances of Brevard County), and is allowed in this County zoning classification as a primary use. It is also allowed as a primary use in the proposed City of Cocoa C-G zoning district, and will be considered a conforming use in City of Cocoa C-G zoning district.

Retail, warehousing and wholesale commercial, BU-2. The remaining (14) parcels

in the Subject Parcel area have this former County classification, and are a variety of retail, personal services, light industrial, manufacturing, or are vacant or unused. “This zoning classification encompasses lands devoted to general retail and wholesale business, contracting and heavy repair services and warehousing activities. [...]” (Sec. 62-1483, *Code of Ordinances of Brevard County*).

Two of these businesses in the Subject Parcel area, which are of a light industrial and/or manufacturing nature, were allowed in this County zoning classification but with imposed conditions. However, in the proposed City C-G zoning district, they are not permitted uses and will be considered legally “nonconforming”, as described in the City of Cocoa Zoning Code ART X, Sec. 4, also discussed below.

The remaining (12) of the BU-2 parcels will be considered conforming in the City C-G zoning district. All of the businesses will be expected to comply with the code requirements and standards for screening, parking, safety, etc. In addition, all of the businesses will be required to maintain current business tax receipts with the City, as per the City of Cocoa Code, Chapter 12 – Local Business Taxes.

Legally nonconforming Uses of Land

As mentioned above there are two properties of an industrial and/or manufacturing nature whose uses are not permitted in the General Commercial zoning district and will be considered legally “nonconforming”. This simply means that they are legal uses, generally, but do not conform with the provisions of the district in which they are located, in this case, the requested City of the Cocoa General Commercial zoning district.

The existing industrial and/or manufacturing businesses that are deemed legally nonconforming will be allowed to continue as they have been, as long as they remain compliant with City code requirements and standards for screening, parking, safety, etc. They will not be penalized or be required to bring their site up to conformance with the development regulations of General Commercial, if they have not already done so. However, they will be subject to the following restrictions for legally nonconforming properties per the City of Cocoa Zoning Code ART X, including Sec. 4. - Nonconforming uses of land (Ord. No. 5-98, § 1, 2-10-98):

Where, at the effective date of adoption or amendment of this ordinance, lawful use of land exists that is made no longer permissible under the terms of this ordinance as enacted or amended, such use may be continued, so long as it remains otherwise lawful, subject to the following provisions:

(A) No such nonconforming use shall be enlarged or increased, nor extended to occupy a greater area of land than was occupied at the effective date of adoption or amendment of this ordinance; unless such use is changed to a use permitted in the district in which such use is located;

(B) No such nonconforming use shall be moved in whole or in part to any other portion of the lot or parcel occupied by such use at the effective date of adoption or amendment of this ordinance;

(C) If any such nonconforming use of land ceases for any reason for a period of more than one hundred eighty (180) consecutive days, any subsequent use of such land shall conform to the regulations specified by this ordinance for the district which such land is located;

(D) No additional structure which does not conform to the requirements of this ordinance shall be erected in connection with such nonconforming use of land.

I. Rezoning Analysis

The Planning & Zoning staff have studied and considered the following criteria, according to Appendix A of the City of Cocoa, Article XXI, Section 1(G), to show whether or not:

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

Staff Finding: The surrounding land area consists of primarily commercial use. Therefore, this request is not contrary to the established land use pattern.

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

Staff Finding: As noted in the table above, the zoning districts across SR 520 to the north and adjacently east are General Commercial (C-G). The properties adjacent to the south are RU-1-7, Single Family Residential. There is one parcel that has been zoned RU-2-15, Multi-Family. The area of the subject parcels that will be designated as General Commercial (C-G) will not create an isolated district unrelated to adjacent and nearby districts.

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

Staff Finding: The area to be rezoned, or receive a zoning assignment of, General Commercial has been of a commercial character since their annexation in 2004 and 2006. It is anticipated they will remain as-is, and are not anticipated to increase or overtax the load on public facilities such as schools, utilities, streets, access. The proposed zoning district (C-G) is consistent with the already-established Commercial Future Land Use category, which sets the maximum intensity of commercial development.

d. Existing district boundaries are illogically drawn in relation to existing

conditions on the property proposed for change.

Staff Finding: The existing district boundaries are not illogically drawn. Furthermore, the rezone from the residual, varying County classifications to General Commercial will unify these parcels into one category and extend the existing district boundary to the western City boundary.

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

Staff Finding: The proposed rezoning is consistent with Future Land Use Element Policy 1.1.2.9 Commercial in that these areas are “intended to be areas that serve several neighborhoods, sub-regional and regional areas and provide an array of retail, personal and professional uses.” Further, in Figure FLU-1, Standards for Future Land Use Categories, shows that C-G is an applicable zoning district for the Commercial FLU. The proposed rezone to C-G would not have an adverse effect on the Comprehensive Plan.

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

Staff Finding: It was recently brought to the City’s attention that a property owner wished to place his property for sale and market it as a commercial property. Without a City zoning designation, this property was unmarketable as there were no associated permitted uses. The assignment of a General Commercial zoning will not only allow this property to be marketed as such, but will resolve the ambiguity of the allowed uses, and will establish the regulations for future commercial development.

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

Staff Finding: As mentioned, the parcels have been a part of the City since 2004 and 2006, and have not significantly changed during that time. It is not anticipated this rezone will adversely influence the living conditions in the southerly adjacent neighborhood. Actually, with a zoning designation assigned, the parcels now have guidelines for redevelopment that will create an opportunity for area improvement.

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

Staff Finding: It is not anticipated that the proposed rezoning would create or excessively increase traffic congestion or otherwise affect public safety.

i. The proposed change will create a drainage problem.

Staff Finding: As mentioned, the parcels have been a part of the City since 2004 and

2006, and have not significantly changed during that time. At this time, it is not anticipated that the proposed rezoning will create a drainage problem. Any new commercial development in this area will be required to not exceed the maximum lot coverage, or the maximum impervious surface ratio (ISR) that is required for commercial development standards so as not to impact public stormwater areas.

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

Staff Finding: Any new construction is required to meet the requirements of the City Code to ensure light and air to adjacent areas are not reduced. However, as these properties are existing and the intent of this rezoning request is for them to continue in their current uses, it is not anticipated that this rezone will reduce light and air to adjacent areas.

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

Staff Finding: As the parcels have not significantly changed since their annexations, it is not anticipated this rezone will adversely affect property values in the adjacent areas. Actually, with a zoning designation assigned, the parcels now have guidelines for redevelopment that will create an opportunity for improvement which will increase property value in the neighborhood.

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

Staff Finding: On the contrary, the assignment of the City zoning category of General Commercial is expected to encourage the improvement and development of the subject parcels and adjacent property, given that there will be development standards to follow.

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

Staff Finding: The proposed change is City-initiated and will not constitute a grant of special privilege to the property owners of the subject parcels as contrasted with the public welfare. The proposed zoning designation meets the requirements of the Comprehensive Plan and is consistent with the commercial zoning districts in the surrounding area.

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

Staff Finding: With the absence of a City zoning category, redevelopment is not possible. Assigning the category of General Commercial will now allow the property owners to redevelop their properties.

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

Staff Finding: The proposed rezoning is not out of scale with the needs of the area and would be consistent with and an extension of the existing commercial character in the immediate area.

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

Staff Finding: There are no proposed uses being requested at this time, other than the uses that are permissible in the C-G zoning category. As the uses are existing, they are expected to continue. However, the rezoning of these properties will enable potential for redevelopment of the existing properties.

Consistency with Comprehensive Plan Policies and Objectives

The proposed C-G “General Commercial” zoning designation is consistent with the allowable uses under the “Commercial” Future Land Use per the City of Cocoa Comprehensive Plan, per Figure FLU-1, the *Standards for Future Land Use Categories*.

Concurrency Management/Adequate Public Facilities

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

If capacity issues relating to any public facilities or services regulated by the City of Cocoa adopted Comprehensive Plan is identified, necessary and appropriate mitigation will be required to be addressed prior to construction.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

Ordinance 11-2004 Annexation, adopted May 18, 2004
Ordinance 03-2006 Annexation, adopted January 4, 2006
Ordinance 15-2024 unanimously approved by Planning & Zoning Board, December 4, 2024

Ordinance 15-2024 1st reading unanimously approved by City Council on December 10, 2024

RECOMMENDED MOTION:

APPROVE on second reading, Ordinance No. 15-2024, a City-initiated Ordinance amending the official Zoning Map designation of sixteen (16) parcels of real property, totaling 8.36 acres, more or less, and generally located adjacent to state road 520 near the intersections with Virginia Avenue, Ruth Street, and Aurora Street, in Cocoa, Florida, more particularly depicted and described on exhibit "A" attached here to from Brevard County Single-Family Residential (RU-1-9), General Retail Commercial (BU-1), and Retail, Warehousing & Wholesale Commercial (BU-2) to City of Cocoa General Commercial (C-G).

ORDINANCE NO. 15-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF SIXTEEN (16) PARCELS OF REAL PROPERTY, TOTALING 8.36 ACRES, MORE OR LESS, AND GENERALLY LOCATED ADJACENT TO STATE ROAD 520 NEAR THE INTERSECTIONS WITH VIRGINIA AVENUE, RUTH STREET, AND AURORA STREET, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY SINGLE-FAMILY RESIDENTIAL (RU-1-9), GENERAL RETAIL COMMERCIAL (BU-1), AND RETAIL, WAREHOUSING & WHOLESALE COMMERCIAL (BU-2) TO CITY OF COCOA GENERAL COMMERCIAL (C-G); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, the subject properties were annexed into the City of Cocoa via Ordinances 11-2004 and 03-2006, and a Commercial (COMM) Future Land Use designation was assigned to such properties; and

WHEREAS, the Planning and Zoning Board and City Staff of the City of Cocoa have recommended approval of this Ordinance; and

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

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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

Section 1. Recitals. The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of the City of Cocoa.

Section 2. Zoning Map Amendment. That the Official Zoning Map of the City of Cocoa, as described in the City of Cocoa Code, Article VIII, Section 1, is hereby amended to include a change of classification from Brevard County Zoning Single-Family Residential (RU-1-9) (Parcel 1), General Retail Commercial (BU-1) (Parcel 14), and Retail, Warehousing, & Wholesale Commercial (BU-2) (remainder of parcels) to City of Cocoa General Commercial (C-G) for the parcels of real property identified by Tax Parcel ID Numbers 24-36-32-29-4-1 (Parcel 1), 24-36-32-29-4-20 (Parcel 2), 24-36-32-31-*-12 (Parcel 3), 24-36-32-29-4-5 (Parcel 4), 24-36-32-29-4-21 (Parcel 5), 24-36-32-29-4-4 (Parcel 6), 24-36-32-29-4-3 (Parcel 7), 24-36-32-29-4-2 (Parcel 8), 24-36-32-31-*-11 (Parcel 9), 24-36-32-31-*-1 (Parcel 10), 24-36-32-29-5-1 (Parcel 11), 24-36-32-29-5-2 (Parcel 12), 24-36-32-00-276 (Parcel 13), 24-36-32-29-4-6 (Parcel 14), 24-36-32-29-5-3 (Parcel 15), and 24-36-32-28-*-30 (Parcel 16), as further depicted and legally described on **Exhibit “A,”** attached hereto and incorporated herein by this reference. City Staff are hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2024.

MICHAEL C. BLAKE, Mayor

ATTEST:

MONICA ARSENAULT, CMC
City Clerk

Legal Ad Published: _____
First Reading: _____
Legal Ad Published: _____
Second Reading: _____

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION

Legal Description of Subject Property:

Parcel 1:

Parcel ID: 24-36-32-29-4-1

Part of Block 4, Pine Grove Park Subdivision, as recorded in Plat Book 9, Page 24, Public Records of Brevard County, Florida, more fully described as follows: From the North East corner of Pine Acres Subdivision located on the North Line of Block 4, of Pine Grove Park Subdivision, go Southerly along the East Line of said Pine Acres Subdivision, a distance of 150 ft., to the Point of Beginning; thence continue Southerly along said East Line of Pine Acres Subdivision a distance of 250 ft., to a Point on said line; thence go Easterly, parallel to the North line of said Block 4 of said Pine Grove Park Subdivision a distance of 140 ft.; thence go Northerly, parallel to the East line of said Pine Acres Subdivision a distance of 250 ft.; thence go Westerly, parallel to the North line of Block 4, Pine Grove Park Subdivision, a distance of 140 feet to the Point of Beginning, containing 0.80 acres, more or less.

Parcel 2:

Parcel ID: 24-36-32-29-4-20

Part of Block 4, Pine Grove Park, Subdivision, Plat Book 9, Page 24, Public Records of Brevard County, Florida; more fully described as follows:

From the Northeast corner of Pine Acres Subdivision, Plat Book

9, Page 46, Public Records of Brevard County, Florida, go Southerly along the East line of said Pine Acres Subdivision, a distance of 150 feet to the point of beginning; thence for a first course continue Southerly along said East line of said Pine Acres Subdivision, a distance of 100 feet; thence for a second course run Easterly parallel to the North line of said Block 4 of Pine Grove Park Subdivision, a distance of 140 feet; thence for a third course run Northerly parallel to the first course a distance of 100 feet; thence for a fourth course, run Westerly parallel to the second course, a distance of 140 feet to the point of beginning.

Parcel 3:

Parcel ID: 24-36-32-31-*-12

Lots 12, Plat of Pine Acres, according to the plat thereof, as recorded in Plat Book 9, Page(s) 46, of the Public Records of Brevard County, Florida

Parcel 4:

Parcel ID: 24-36-32-29-4-5

The North 150 feet of the East 75 feet of Block 4 of PINE GROVE PARK, according to the Plat thereof as recorded in Plat Book 9, Page 24 of the Public Records of BREVARD County, Florida

Parcel 5:

Parcel ID: 24-36-32-29-4-21

COMMENCE at the Northeast corner of Block 4 of the Plat of PINEGROVE PARK, a subdivision of the East 1/2 of the Southwest 1/4 and part of the South 1/2 of the Northwest 1/4, Section 32, Township 24 South, Range 38 East and recorded in Plat Book 9, Page 24, Public Records of Brevard County, Florida; run thence Westerly along the North line of said Block 4 and the South line of State Road 520 a distance of 75 feet to the Point of beginning of the land herein described; from said Point of Beginning, run Westerly along the North line of said Block 4 and the South line of State Road 520, a distance of 140 feet to a point; thence Southerly parallel to and 215 feet West of the East line of said Block 4, a distance of 150 feet to a Point; thence Easterly parallel to and 150 feet South of the North line of said Block 4, a distance of 140 feet; thence Northerly parallel to and 75 feet West of the East line of said Block 4, a distance of 150 feet to the Point of Beginning.

Parcel 6:

Parcel ID: 24-36-32-29-4-4

Beginning at the northeast corner of Block 4 of PINE GROVE PARK SUBDIVISION, according to the plat of said subdivision as recorded in Plat Book 9, Page 24, of the Public Records of Brevard County, Florida; thence westerly along the north line of said Block 4 a distance of 215 feet to a point, called the Point of Beginning (POB); thence continue westerly along said north line a distance of 100 feet to a point, said point lying and being on the northeast corner of that certain parcel heretofore conveyed to the County of Brevard for fire department purposes; thence southerly on a line parallel to the east line of said Block 4 a distance of 150 feet to a point; thence easterly on a line parallel to the north line of said Block 4 a distance of 100 feet to a point; thence northerly on a straight line to the POB.

AND

Beginning at the northeast corner of Block 4 of PINE GROVE PARK SUBDIVISION, according to the plat of said subdivision as recorded in Plat Book 9, Page 24, of the Public Records of Brevard County, Florida; thence westerly along the north line of said Block 4 a distance of 365 feet to a point; thence southerly on a line parallel to the east line of said Block 4 a distance of 150 feet to the point of beginning (POB); thence continue southerly along said line a distance of 275 feet to a point; thence easterly on a line parallel to the north line of said Block 4 a distance of 140 feet to a point lying on the west line of that parcel heretofore conveyed to the Seventh Day Adventist Church; thence northerly on a line parallel to the east line of said Block 4 a distance of 275 feet to a point; thence westerly on a straight line to the POB.

Parcel 7:

Parcel ID: 24-36-32-29-4-3

PARK OF BLOCK 4, PINE GROVE PARK SUBDIVISION, AS RECORDED IN PLAT BOOK 9, PAGE 24, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. OFFICIAL RECORD BOOK 2601 PAGE 1995, AS DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID BLOCK 4, GO WESTERLY ALONG THE NORTH LINE OF SAID BLOCK 4, A DISTANCE OF THREE HUNDRED AND FIFTEEN (315) FEET TO A POINT OF BEGINNING; THENCE GO SOUTHERLY, PARALLEL TO THE EAST LINE OF SAID BLOCK 4, A DISTANCE OF ONE HUNDRED AND FIFTEEN (150) FEET; THENCE GO WESTERLY, PARALLEL TO THE NORTH LINE OF SAID BLOCK 4, A DISTANCE OF FIFTY (50) FEET; THENCE GO NORTHERLY, PARALLEL TO THE EAST LINE OF SAID BLOCK 4, A DISTANCE OF ONE HUNDRED FIFTY (150) FEET TO A POINT ON THE NORTH LINE OF SAID BLOCK 4, THENCE GO EASTERLY ALONG THE NORTH LINE OF SAID BLOCK 4, A DISTANCE OF FIFTY (50) FEET TO THE POINT OF BEGINNING.

Parcel 8:

Parcel ID: 24-36-32-29-4-2

A one-half (1/2) undivided interest in the following described property:

Part of Block 4 of the Subdivision of **PINE GROVE PARK** as recorded in Plat Book 9, page 24, Public Records of Brevard County, Florida, more fully described as follows:

For a Point of Beginning commence at the NE corner of Pine Acres Subdivision according to the plat thereof as recorded in Plat Book 9, page 46; from this Point of Beginning and for a first course run East along the North line of said Block 4, a distance of 140 feet to a point; thence for a second course run South and parallel to the East line of said Pine Acres Subdivision, a distance of 150 feet to a point; thence for a third course run West and parallel to the North line of said Block 4, a distance of 140 feet to a point; thence for a fourth course run Northerly along the East line of Pine Acres Subdivision, a distance of 150 feet to the Point of beginning. Parcel ID#: 24-36-32-29-4-2

Parcel 9:

Parcel ID: 24-36-32-31-*-11

Lot 11, PLAT OF PINE ACRES, according to the Plat thereof recorded in Plat Book 9, Page 46, of the Public Records of Brevard County, Florida.

Parcel 10:

Parcel ID: 24-36-32-31-*-1

Lot 1, PLAT OF PINE ACRES, according to the Map or Plat thereof, as recorded in Plat Book 9, Page 46, of the Public Records of Brevard County, Florida.

Parcel 11:

Parcel ID: 24-36-32-29-5-1

The West 50 feet of the East 250 feet of the North 150 feet of Block 5, PINE GROVE PARK, according to the plat thereof as recorded in Plat Book 9, Page 24, of the Public Records of Brevard County, Florida.

AND

The South 1/2 of the West 75 feet of the East 200 feet of the North 200 feet of Block 5, PINE GROVE SUBDIVISION, according to the plat thereof as recorded in Plat Book 9, Page 24, of the Public Records of Brevard County, Florida.

AND

The North 1/2 of the West 75 feet of the East 200 feet of the North 200 feet of Block 5, PINE GROVE PARK, according to the plat thereof as recorded in Plat Book 9, Page 24, of the Public Records of Brevard County, Florida.

Parcel 12:

Parcel ID: 24-36-32-29-5-2

Begin at a point on the South right-of-way of State Road No. 520, which is also the North line of Block 5, Plat of Pine Grove Park, as recorded in Plat Book 9, Page 24, Public Records of Brevard County, Florida, 250.00 feet East of the Northwest corner of said Block 5; from the Point of Beginning run East along the North line of said Block 5, 100.00 feet; thence South parallel with the West line of said Block 5, 150.00 feet; thence West parallel with said North line, 100.00 feet; thence North parallel with the West line of said Block 5, 150.00 feet to the Point of Beginning. All being and lying in Block 5, Plat of Pine Grove Park, as recorded in Plat Book 9, Page 24, Public Records of Brevard County, Florida.

Parcel 13:
Parcel ID: 24-36-32-00-276

PARCEL 1

A PARCEL OF LAND LOCATED IN SECTION 32, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF BLOCK 5 PINE GROVE PARK. AS RECORDED IN PLAT BOOK 9 PAGE 24, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. AND THENCE S 00°00'00" W, A DISTANCE OF 200.00 FEET; THENCE RUN N 89°24'00" W A DISTANCE OF 125.00 FEET; THENCE RUN N 00°00'00" E. A DISTANCE OF 272.50 FEET TO THE SOUTH RIGHT OF WAY LINE OF STATE ROAD NO. 520; THENCE RUN S 89°24'00" E. ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 155.00 FEET; THENCE RUN S 00°00'00" W. A DISTANCE OF 72.50 FEET; THENCE RUN N 89°24'00" W. A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A PARCEL OF LAND;
COMMENCE AT THE NORTHWEST PORTION OF LAND DESCRIBED IN VIRGINIA PARK RESUBDIVISION, PART OF TRACT 3 AS DESCRIBED IN OFFICIAL RECORDS BOOK 1221 PAGE 171, PUBLIC RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE AFOREMENTIONED PARCEL OF LAND, AND THENCE RUN S 00°00'00" E, A DISTANCE OF 72.50 FEET TO THE POINT OF BEGINNING; THENCE RUN S 89°20'35" E, A DISTANCE OF 6.00 FEET; THENCE RUN S 00°00'00" E, A DISTANCE OF 37.10 FEET; THENCE RUN S 90°00'00" E A DISTANCE OF 9.00 FEET; THENCE RUN S 00°00'00" E, A DISTANCE OF 128.22 FEET; THENCE RUN S 89°31'15" W, A DISTANCE OF 15.00 FEET; THENCE RUN N 00°00'00" E A DISTANCE OF 165.45 FEET TO THE POINT OF BEGINNING

PARCEL 2:

A 140.16 FOOT BY 72.50 FOOT PARCEL OF LAND LOCATED IN SECTION 32, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF BLOCK 5, PINE GROVE PARK, AS RECORDED IN PLAT BOOK 9, PAGE 24, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND THENCE RUN N 89°24'00" W., A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 89°24'00" W., A DISTANCE OF 140.16 FEET; THENCE RUN N 00°00'00" E., A DISTANCE OF 72.50 FEET TO THE SOUTH R/W LINE OF KING STREET; THENCE RUN S 89°24'00" E., ALONG SAID SOUTH R/W LINE, A DISTANCE OF 140.16 FEET; THENCE RUN S 00°00'00" W., A DISTANCE OF 72.50 FEET TO THE POINT OF BEGINNING.

Parcel 14:

Parcel ID: 24-36-32-29-4-6

A part of Block 4, PINE GROVE PARK SUBDIVISION, as shown on a plat of said subdivision, recorded in Plat Book 9, Page 24, Public Records of Brevard County, Florida, more fully described as follows:

From the Northeast corner of said Block 4, PINE GROVE PARK SUBDIVISION, go Southerly along the East line of said Block 4, a distance of 150 feet to the point of beginning (also the Southeast corner of the property deeded to M.W. Ford and C.H. Graf on or about August 1958); thence continue Southerly along the East line of said Block 4, a distance of 200 feet; thence go Westerly, parallel to the North line of said Block 4, a distance of 225 feet; thence go Northerly, parallel to the East line of said Block 4, a distance of 200 feet; thence go Easterly, parallel to the North line of said Block 4, a distance of 225 feet to the point of beginning.

Start at the Northeast corner of Block 4, PINE GROVE PARK SUBDIVISION, as recorded in Plat Book 9, Page 24, Public Records of Brevard County, Florida; thence run Southerly along the East line of said Block 4, a distance of 350 feet to a point of beginning; thence run Westerly, parallel to the North line of said Block 4, a distance of 225 feet; thence run Southerly, parallel to the East line of said Block 4, a distance of 150 feet; thence run Easterly, parallel to the North line of said Block 4, a distance of 150 feet to the point of beginning; the parcel of land herein described being a rectangular parcel with sides of 150 feet by 225 feet.

Parcel 15:

Parcel ID: 24-36-32-29-5-3

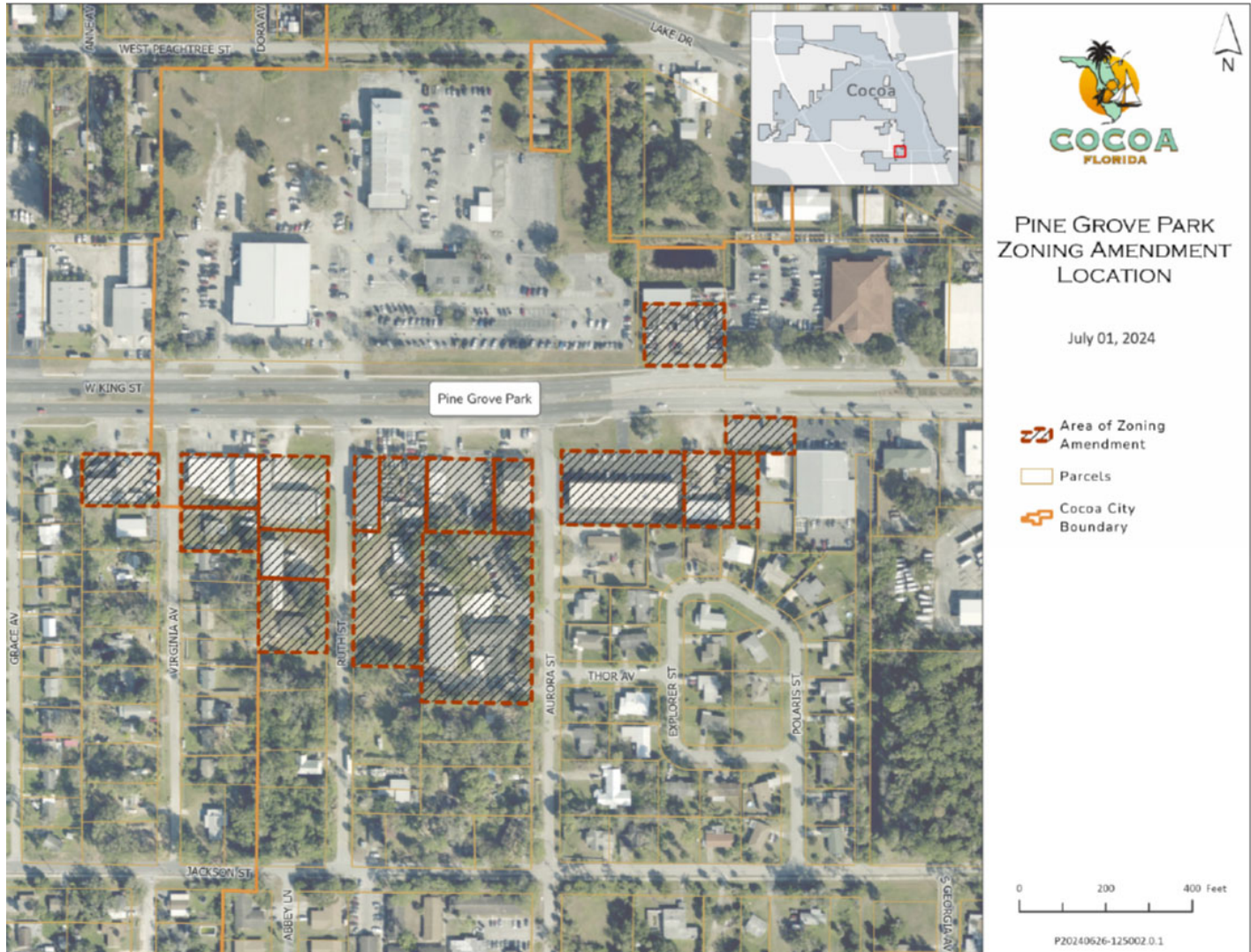
The West 250 feet of the North 150 feet of Block 5, Plat of Pine Grove Subdivision, according to the map or plat thereof as recorded in Plat Book 9, Page 24, Public Records of Brevard County, Florida.

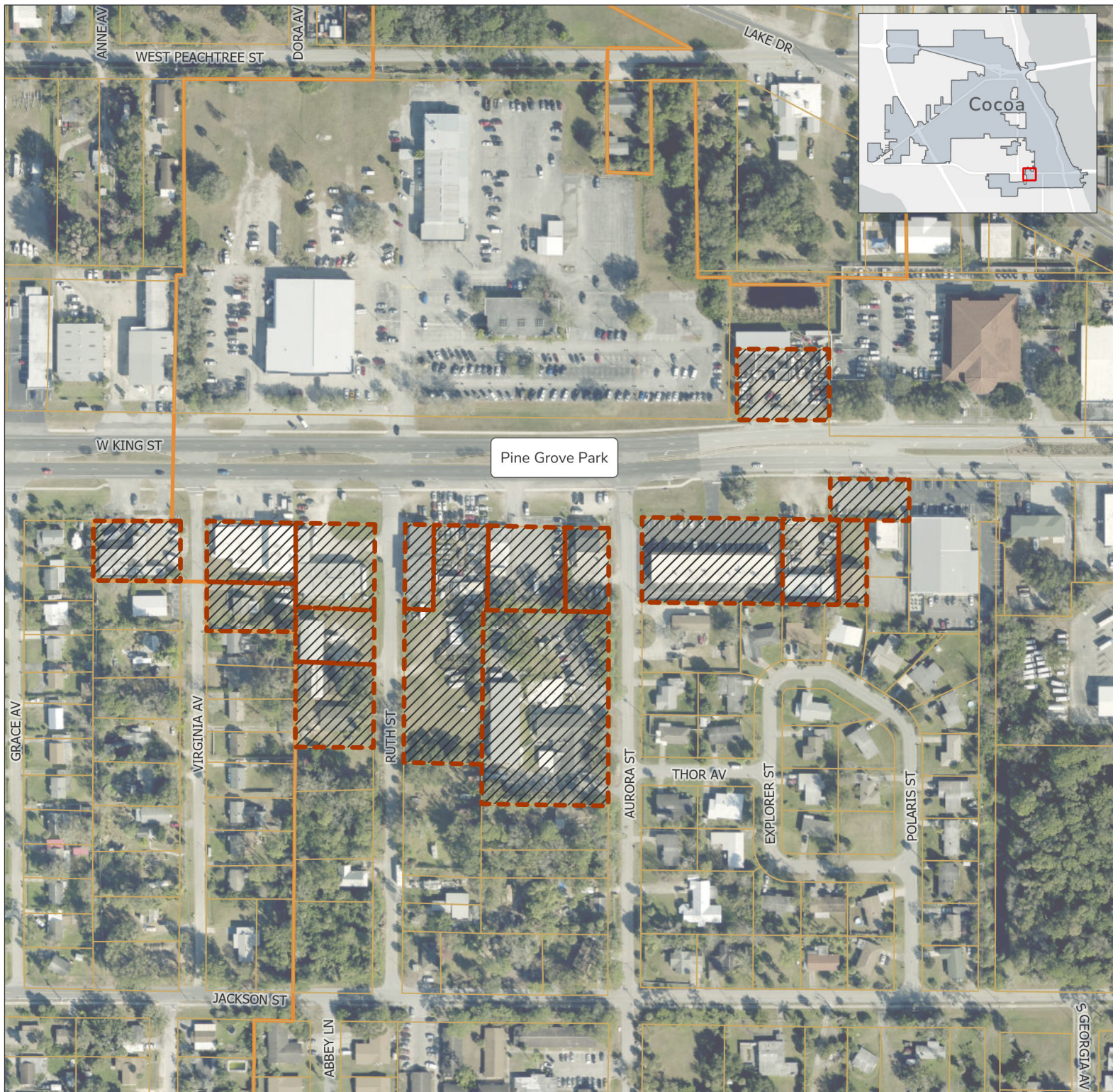
Parcel 16:

Parcel ID: 24-36-32-28-*-30

That part of Lots 30, 31 and 32, Block 1, Plat of Subdivision of Block No. 1, of Pine Grove Park, according to the Plat recorded in Plat Book 9, Page 34, of the Public Records of Brevard County, Florida, described as follows: Commence at the SE corner of Lot 32, aforesaid, and for a first course, run Westerly along the North right of way of State Road 520, a distance of 170 feet; thence for second course, run Northerly and parallel to the West line of Lot 30, aforesaid, a distance of 125 feet; thence for a third course run Easterly and parallel to the first course 170 feet to the East line of Lot 32, aforesaid; thence for a fourth course run Southerly along the East line of Lot 32, aforesaid, a distance of 125 feet to the Point of Beginning.

Depiction of Subject Properties:

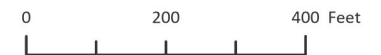




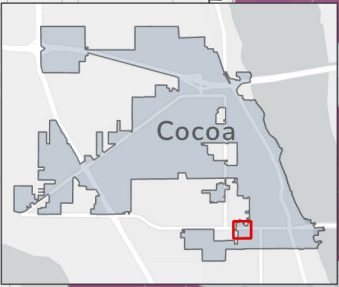
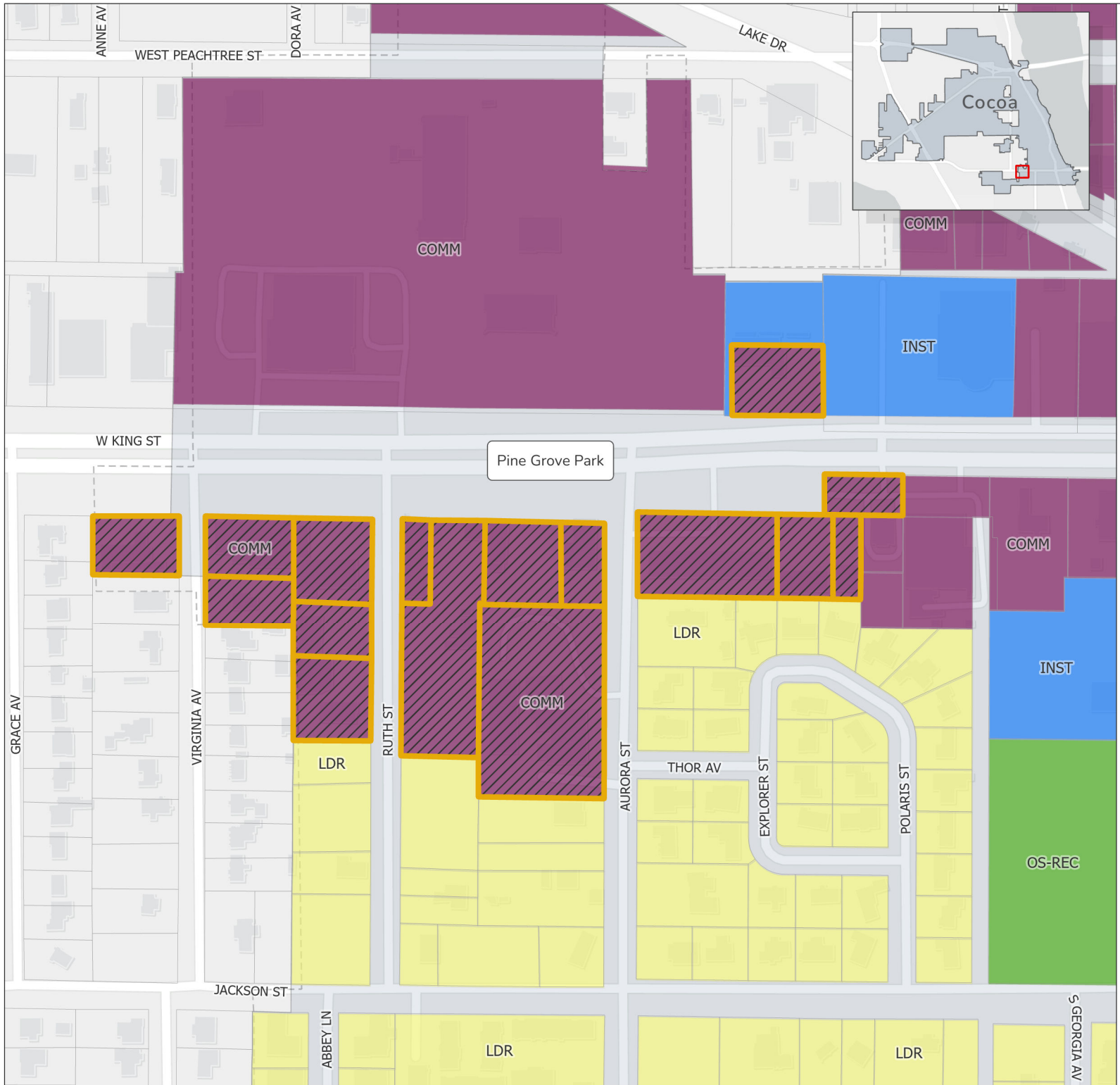
PINE GROVE PARK ZONING AMENDMENT LOCATION

July 01, 2024

-  Area of Zoning Amendment
-  Parcels
-  Cocoa City Boundary



P20240626-125002.0.1



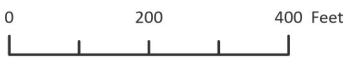
PINE GROVE PARK FUTURE LAND USE

August 19, 2024

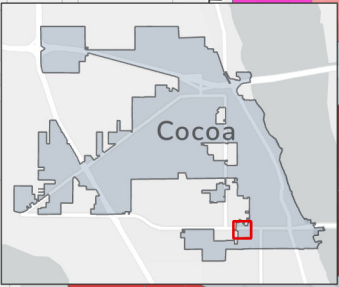
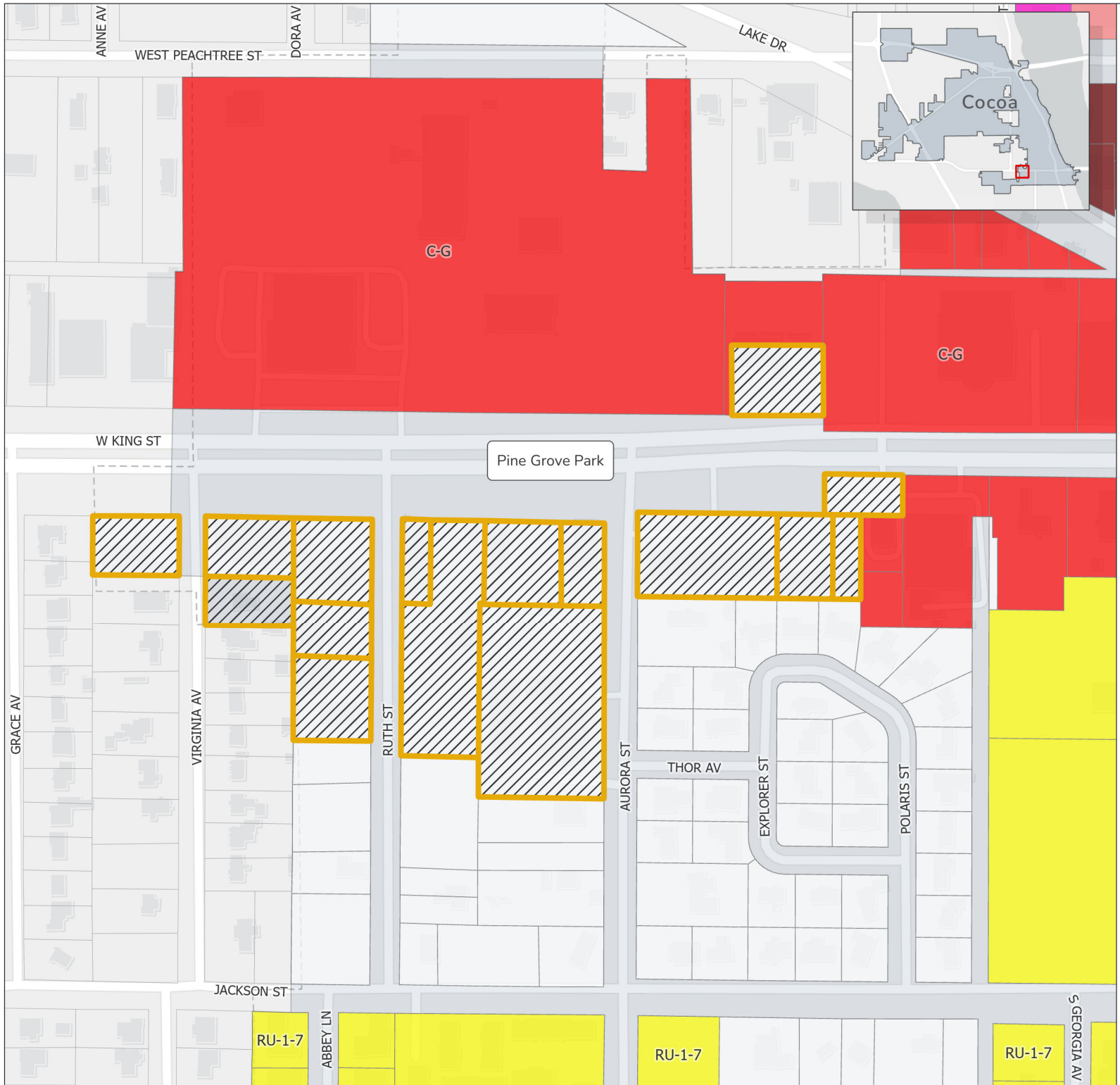
 Subject Parcels

Future Land Use

-  Low Density Residential
-  Commercial
-  Institutional
-  Recreation/Open Space
-  Parcels
-  Cocoa City Boundary



P20240626-125002.0.3



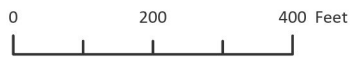
PINE GROVE PARK ZONING AMENDMENT

July 01, 2024

Area of Zoning Amendment

Cocoa Zoning

- RU-1-7 - Single-Family Residential
- RU-2-15 - Multiple Family Dwelling
- C-N - Neighborhood Commercial
- C-G - General Commercial
- C-W - Wholesale Commercial
- Zoning Not Assigned
- Parcels
- Cocoa City Boundary



P20240626-125002.0.2

ORDINANCE NO 11-2004.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA ANNEXING APPROXIMATELY 26 ACRES OF REAL PROPERTY GENERALLY LOCATED SOUTH AND NORTH OF STATE ROAD 520 AND EAST OF VIRGINIA AVENUE TO THE WESTERN BOUNDARY OF THE CURRENT CORPORATE LIMITS, OF WHICH THE RESIDENTIAL AREA IS GENERALLY KNOWN AS PINEGROVE SUBDIVISION; PROVIDING FOR THE AMENDMENT OF COCOA CHARTER, ARTICLE 1, CITY BOUNDARIES, TO INCORPORATE THE REAL PROPERTY INTO THE CITY BOUNDARIES; PROVIDING FOR A REFERENDUM FOR APPROVAL BY THE REGISTERED ELECTORS OF THE AREA PROPOSED TO BE ANNEXED; PROVIDING FOR THE FILING OF THE REVISED COCOA CHARTER WITH THE DEPARTMENT OF STATE; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 171, Florida Statutes provides the exclusive method of municipal annexation, in order to ensure sound urban development and efficient provision of urban services; and

WHEREAS, the City has determined that the area to be annexed is contiguous and reasonably compact, is developed for urban purposes, is not within the boundaries of another municipality, and has met all other requirements of Chapter 171, Florida Statutes, including but not limited to the prerequisites for annexation; and

WHEREAS, the City Council has determined that the annexation of the properties within the Subject Area have met all procedural requirements and that it will promote sound urban development and efficient provision of urban services; and

WHEREAS, the annexation is in compliance and consistent with the goals and objectives of the City of Cocoa Comprehensive Plan, Charter, and City Code; and

WHEREAS, in the best interest of the public health, safety, and welfare of the citizens of Cocoa, the City Council of the City of Cocoa desires to annex the real property generally described below into the municipal boundaries of the City of Cocoa; and

WHEREAS, upon adoption of this Ordinance, the municipal boundary lines of the City of Cocoa, contained in Cocoa Charter, Article 1, Section 1, shall be redefined to include the subject real property.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Annexation of Real Property. The real property shall be, and is hereby annexed into the City of Cocoa, Florida. This real property is described in Exhibit "A" and illustrated in Exhibit "B". The real property shall be known as existing within the boundaries of the City of Cocoa, Florida, from the effective date of this ordinance.

Section 2. Referendum by Registered Electors. This ordinance proposing to annex the property herein described to the corporate limits to the City of Cocoa shall be submitted to a vote of the registered electors of the area herein proposed to be annexed. The referendum for annexation shall be held May 18, 2004, with a ballot in a form substantially similar to that set forth in Exhibit "C" which is attached hereto and incorporated herein by this reference. Such election shall be held in conformity with the laws and ordinances now in effect and in conformance with the provisions of Chapter 171, Florida Statutes.

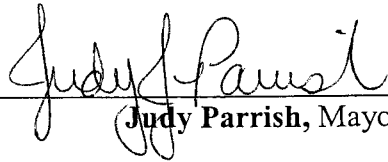
Section 3. City Boundaries Redefined; Cocoa Charter Amended. Pursuant to Section 166.031(3), Florida Statutes, and Section 171.091, Florida Statutes, the City of Cocoa Charter, Article 1, Section 1, is hereby amended to redefine the corporate boundaries of the City of Cocoa to include real property described in Section 1 of this Ordinance. The City Clerk shall file the revised Cocoa Charter, Article 1, Section 1, with the Department of State within thirty (30) days of the effective date of this Ordinance.

Section 4. Repeal of Prior Inconsistent Ordinances and Resolutions. All ordinances and resolutions or parts of ordinances and resolutions in conflict herewith are hereby repealed to the extent of conflict.

Section 5. Severability. Should any section or provision of this Ordinance, or any portion hereof, any paragraph, sentence, or word be declared by a Court of competent jurisdiction to be invalid, such decision shall not effect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

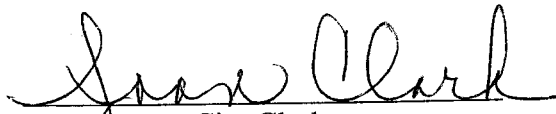
Section 6. Effective Date. This ordinance shall become effective ten (10) days after the referendum, providing that there is a majority vote for annexation by the registered electors of the area proposed herein to be annexed.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 13th day of April, 2004.



Judy Parrish, Mayor

ATTEST



Joan Clark, City Clerk

First Reading: March 23, 2004
Second Reading: April 13, 2004
Effective Date: May 28, 2004

EXHIBIT “A”

Legal Description

The subject property is generally described as an area located in Section 32, Township 24 South, Range 36 East, Brevard County, Florida being more particularly described as follows:

BEGIN at the intersection of the East line of the Northwest $\frac{1}{4}$ of said Section 32 with the North right of way line of State Road No. 520, said point being the *Point of Beginning*; thence run N 89°31'55" W, along said North right of way line, a distance of 295.16 feet to a point of right of way transition; thence run N 00°28'05" E, along said transition, a distance of 27.50 feet to the Southeast corner of Lot 32 of the PLAT OF SUBDIVISION OF BLOCK NO. 1 OF PINE GROVE PARK, recorded in Plat Book 9, Page 34 of the public records of Brevard County, Florida; thence run N 00°07'56" W, along the East line of said lot, a distance of 132.80 feet to a point on the South line of the North 118.66 feet of said Lot 32; thence run N 89°59'23" W, along said South line and its Westerly extension, a distance of 170.60 feet; thence run S 00°23'58" E, a distance of 132.33 feet to a point on the North right of way line of State Road No. 520; thence run N89°28'34"W along said North right of way, a distance of 989.00 feet to a point on the Southwest corner of Lot 17 of said PINE GROVE PARK subdivision; thence run S00°28'13"W, a distance of 200.00 feet to a point on the South right of way line of State Road No. 520; thence run N 89°42'30" W, a distance of 141.55 feet to a point on the Northwest corner of Lot 1 of the PLAT OF PINE ACRES, recorded in Plat Book 9, Page 46 of the public records of Brevard County, Florida; thence run S 00°17'30" W, along the West line of said Lot 1, a distance of 110.00 feet to a point on the Southwest corner of said Lot 1; thence run S 89°42'30"E, a distance of 350.00 feet to a point on the Southeast corner of Lot 11 of said PLAT OF PINE ACRES; thence run S 00°17'30" W, a distance of 774.70 feet to a point on the South right of way line of Jackson Street; thence run S89°37'15"E, along said South right of way line, a distance of 615.00 feet to a point on the East right of way line of Aurora Street; thence run S 00°09'20" W, along the said East right of way line, a distance of 498.80 feet to a point on the North line of Block “A”, PINEGROVE PARK, UNIT NO. 2, FIRST ADDITION, as recorded in Plat Book 17, Page 88, public records of Brevard County, Florida; thence run S 89°37'15" E, a distance of 641.52 feet to a point on the East line of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 32; thence run N 00°07'55" W along the East line of said quarter section and the East line of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 32, a distance of 1180.90 feet to a point which is the Easterly projection of the South line of a tract of land described in Deed Book 344, Page 182 of the public records of Brevard County, Florida; thence run N89°31'55"W, along said line, a distance of 230.00 feet to a point on the Southwest corner of the tract of land described in Deed Book 344, Page 182 of the public records of Brevard County, Florida; thence run N 00°07'55" W, along said tract of land, a distance of 200.00 feet to a point on the South right of way line of State Road No. 520; thence run S89°31'55"E, a distance of 230.00 feet to a point on the East line of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 32; thence run N 00°07'55" W, along the East line of said quarter section, a distance of 172.50 feet to a point on the North right of way line of State Road No. 520, said point being the *Point of Beginning*.

Containing 39.51 acres more or less.

EXHIBIT "B"

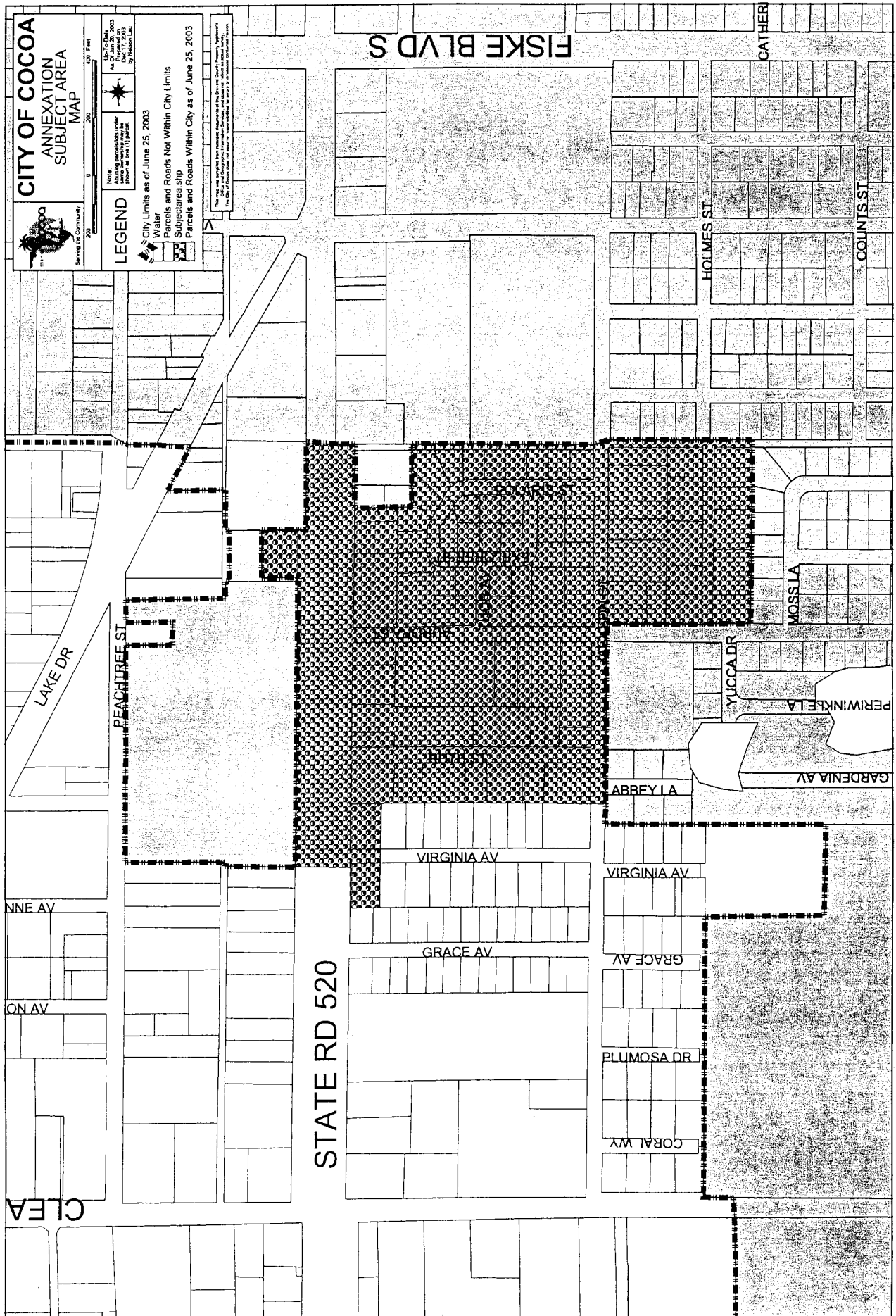


EXHIBIT "C"

PINEGROVE ANNEXATION REFERENDUM

The City of Cocoa has adopted Ordinance No. 11-2004 calling for annexation to the City of Cocoa of certain land located adjacent to the City generally known as the Pinegrove Subdivision. Annexation will not occur unless a majority of the registered electors casting ballots in the area proposed to be annexed approve the annexation.

For annexation of property described in
Ordinance No. 11-2004 of the City of Cocoa

Against annexation of property described
in Ordinance No. 11-2004 of the City of
Cocoa

CERTIFICATE OF COUNTY CANVASSING BOARD

STATE OF FLORIDA

COUNTY OF BREVARD

We, the undersigned, George B. Turner, County Court Judge, Fred D. Galey, Supervisor of Elections, and Sue Carlson, Member of the Board of County Commissioners, constituting the Board of County Canvassers in and for said County, do hereby certify that we met on the 18th day of May, 2004, and proceeded publicly to canvass the votes given for the **CITY OF COCOA SPECIAL MAIL BALLOT ANNEXATION ELECTION** held on the 18th day of May, A.D., 2004 as shown by the returns on file in the office of the Supervisor of Elections. We do hereby certify from said returns as follows:

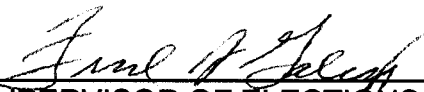
For Pinegrove Annexation Referendum the whole number of votes cast was 46
of which number

For annexation of property described in Ordinance No. 11-2004 of the City of Cocoa
received 32 votes

Against annexation of property described in Ordinance No. 11-2004 of the City of Cocoa
received 14 votes

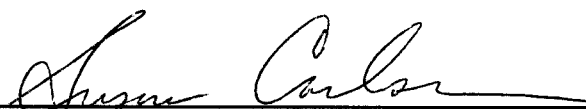


COUNTY COURT JUDGE



SUPERVISOR OF ELECTIONS

(SEAL)



MEMBER, BOARD OF COUNTY COMMISSIONERS

REPORT ON CONDUCT OF ELECTION

(Section 102.141(6), F.S.)

Brevard County, Florida

CITY OF COCOA SPECIAL MAIL BALLOT ELECTION.....May 18, 2004

1. Did you have any problems which occurred as a result of equipment malfunctions either at the precinct level or at a counting location?

☐ YES ☒ NO

If yes, please explain: _____

2. Did you have any difficulties or unusual circumstances encountered by an election board or the canvassing board?

☐ YES ☒ NO

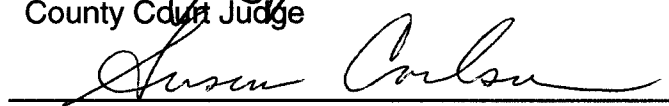
If yes, please explain: _____

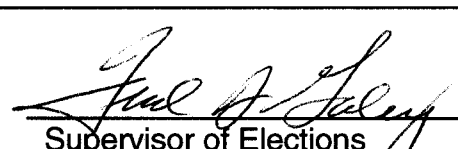
3. Do you know of any other problems which the canvassing board feels should be made a part of the official election record?

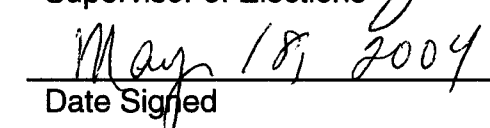
☐ YES ☒ NO

If yes, please explain: _____


County Court Judge


Member, Board of County Commissioners


Supervisor of Elections


Date Signed

NOTE: This report must be filed at the same time that the results are certified to the Division of Elections. (Not later than 5 p.m. on the 7th day after an election.)

ORDINANCE NO. 03-2006



CFN 2006027358

01-30-2006 11:29 am

OR Book/Page: 5597 / 5395

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA ANNEXING APPROXIMATELY 0.28 ACRES OF REAL PROPERTY GENERALLY LOCATED NEAR THE SOUTHEAST CORNER OF VIRGINIA AVENUE AND STATE ROAD 520; PROVIDING FOR THE AMENDMENT OF COCOA CHARTER, ARTICLE 1, CITY BOUNDARIES, TO INCORPORATE THE REAL PROPERTY INTO THE CITY BOUNDARIES; PROVIDING FOR THE FILING OF THE REVISED COCOA CHARTER WITH THE DEPARTMENT OF STATE; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Prepared by & Return to:
Joan Clark, City Clerk
City of Cocoa
603 Brevard Avenue
Cocoa, FL 32922

WHEREAS, Chapter 171, Florida Statutes provides the exclusive method of municipal annexation, in order to ensure sound urban development and efficient provision of urban services; and

WHEREAS, the City has determined that the area to be annexed is contiguous and reasonably compact, is developed for urban purposes, is not within the boundaries of another municipality, does not have any registered electors, and has met all other requirements of Chapter 171, Florida Statutes, including but not limited to the prerequisites for annexation; and

WHEREAS, Joseph Welnack has petitioned the City of Cocoa for annexation of a parcel of land identified by Brevard County Parcel Identification Number 24-36-32-31-00000.0-0012.00; and

WHEREAS, the City Council has determined that the annexation of the subject area has met all procedural requirements and that it will promote sound urban development and efficient provision of urban services; and

WHEREAS, the annexation is in compliance and consistent with the goals and objectives of the City of Cocoa Comprehensive Plan, Charter, and City Code; and

WHEREAS, in the best interest of the public health, safety, and welfare of the citizens of Cocoa, the City Council of the City of Cocoa desires to annex the real property generally described below into the municipal boundaries of the City of Cocoa; and

Scott Ellis

Clerk Of Courts, Brevard County

WHEREAS, upon adoption of this Ordinance, the municipal boundary lines of the City of Cocoa, contained in Cocoa Charter, Article 1, Section 1, shall be redefined to include the subject real property.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Annexation of Real Property. The real property shall be, and is hereby annexed into the City of Cocoa, Florida. This real property is described in Exhibit "A" and illustrated in Exhibit "B". The real property shall be known as existing within the boundaries of the City of Cocoa, Florida, from the effective date of this ordinance.

Section 2. City Boundaries Redefined; Cocoa Charter Amended.
Pursuant to Section 166.031(3), Florida Statutes, and Section 171.091, Florida Statutes, the City of Cocoa Charter, Article 1, Section 1, is hereby amended to redefine the corporate boundaries of the City of Cocoa to include real property described in Section 1 of this Ordinance. The City Clerk shall file the revised Cocoa Charter, Article 1, Section 1, with the Department of State within thirty (30) days of the effective date of this Ordinance.

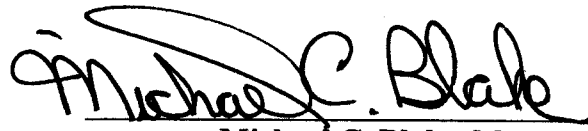
Section 3. Repeal of Prior Inconsistent Ordinances and Resolutions. All ordinances and resolutions or parts of ordinances and resolutions in conflict herewith are hereby repealed to the extent of conflict.

Section 4. Severability. Should any section or provision of this Ordinance, or any portion hereof, any paragraph, sentence, or word be declared by a Court of competent jurisdiction to be invalid, such decision shall not effect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

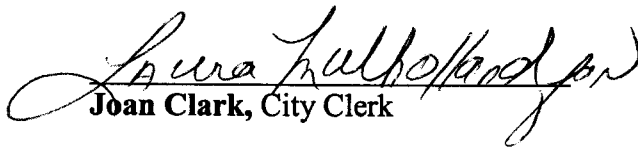
Section 5. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 24 day of January, 2006.


CFN 2006027358
OR Book/Page: 5597 / 5396


Michael C. Blake, Mayor

ATTEST


Joan Clark, City Clerk

First Reading: January 10, 2006
Second Reading: January 24, 2006
Effective Date: January 24, 2006


CFN 2006027358
OR Book/Page: 5597 / 5397

EXHIBIT “A”

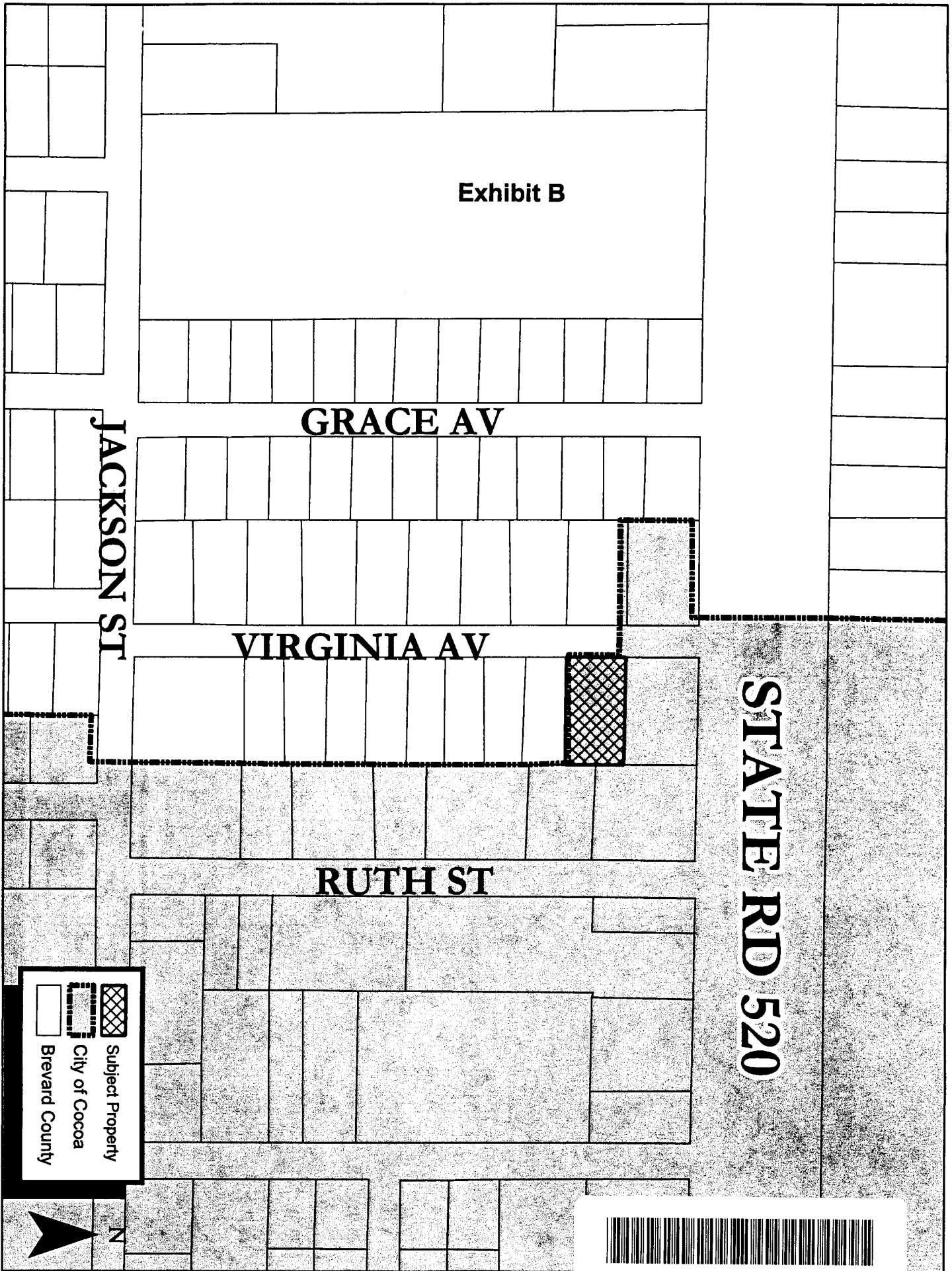
Legal Description

The subject property is generally described as Lot 12 of PINE ACRES SUBDIVISION, recorded in Plat Book 9, Page 46 of the Public Records of Brevard County, Florida, located in Section 32, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

BEGIN at the Northwest corner of Lot 11 of PINE ACRES SUBDIVISION, recorded in Plat Book 9, Page 46, of the public records of Brevard County, Florida, said point being at the intersection of the South right of way line of State Road 520 and the East right of way line of Virginia Avenue; thence run S00°32'30"E, along the East right of way line of Virginia Avenue, a distance of 110.04 feet to the Northwest corner of Lot 12 of said PINE ACRES SUBDIVISION, said point being the ***Point of Beginning***; thence continue S00°32'30"E, along the East right of way of Virginia Avenue, a distance of 79.96 feet to the Southwest corner of Lot 12 of said PINE ACRES SUBDIVISION; thence run S89°42'30"E, along the South line of Lot 12 of said PINE ACRES SUBDIVISION, a distance of 149.96 feet to the Southeast corner of Lot 12 of said PINE ACRES SUBDIVISION; thence run N00°32'30"W, along the West line of Lot 12 of said PINE ACRES SUBDIVISION, a distance of 80.04 feet to the Northeast corner of Lot 12 of said PINE ACRES SUBDIVISION; thence run N89°42'30"W, along the North line of Lot 12 of said PINE ACRES SUBDIVISION, a distance of 149.97 feet to the Northwest corner of Lot 12 of said PINE ACRES SUBDIVISION, said point being the ***Point of Beginning***.

Containing 0.275 acres more or less.



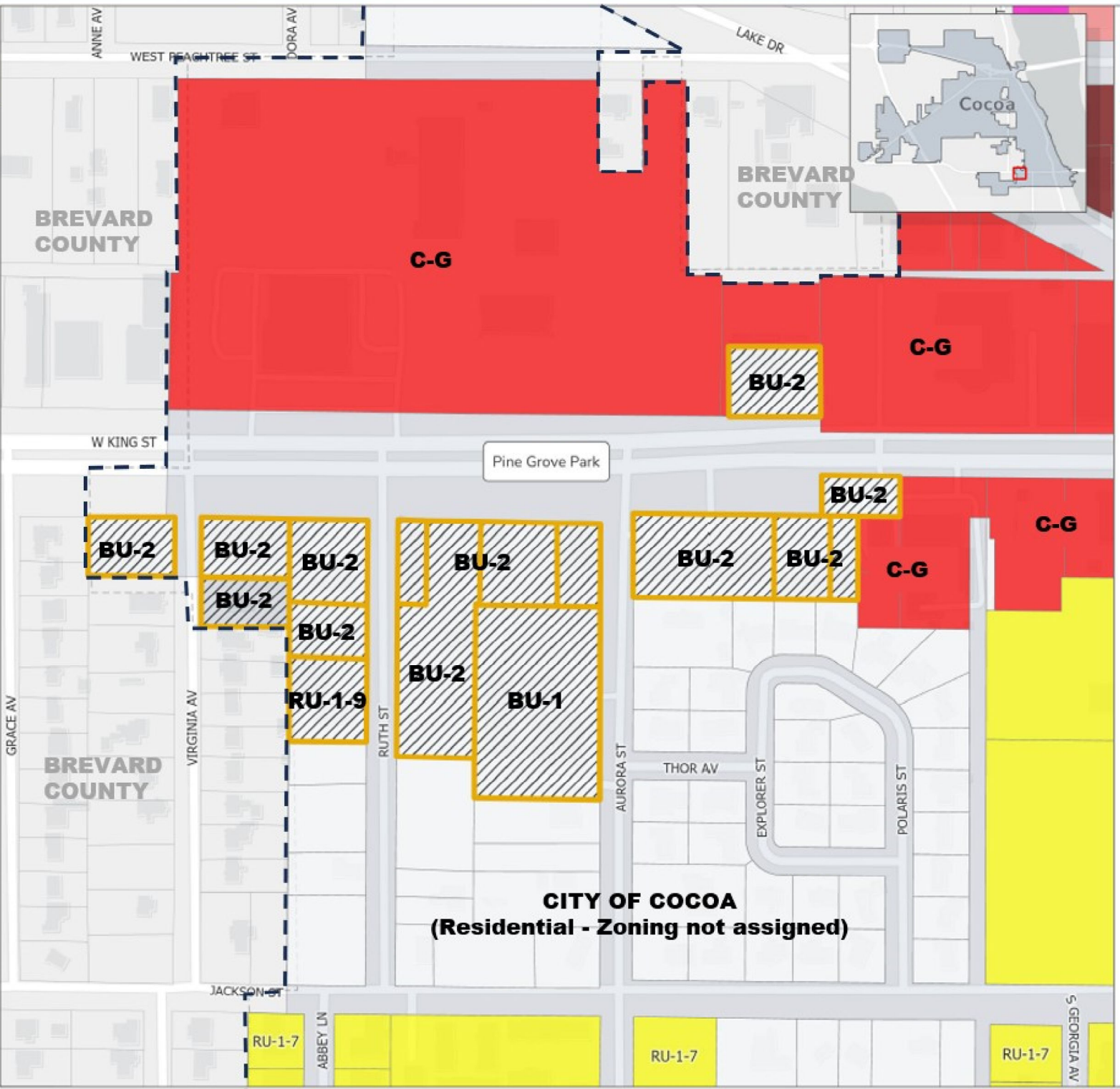


CFN 2006027358

EXHIBIT "F"

PRIOR BREVARD COUNTY ZONING MAP

COCOA
FLORIDA



MAP LEGEND:

- Area of Zoning Amendment
- Cocoa Zoning
 - RU-1-7 - Single-Family Residential
 - C-G - General Commercial
 - C-W - Wholesale Commercial
 - Zoning Not Assigned
 - Parcels
 - Cocoa City Boundary

Map Date: November 6, 2024

AFFIDAVIT OF PUBLICATION

Lucilene Ribeiro
Attn: Accounting Division
City Of Cocoa (Te)
65 Stone St
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

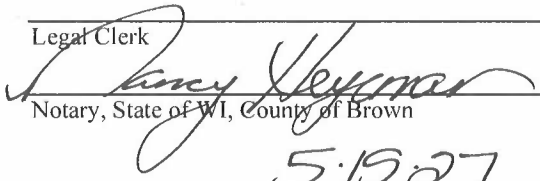
Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

01/02/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 01/02/2025

Legal Clerk



Notary, State of WI, County of Brown

5.19.27

My commission expires

Publication Cost: \$397.37

Tax Amount: \$0.00

Payment Cost: \$397.37

Order No: 10887678

of Copies:

Customer No: 1127247

1

PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NANCY HEYRMAN
Notary Public
State of Wisconsin

Ad#10887678, 01/02/2025

CITY OF COCOA
NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN
THAT
THE COCOA CITY COUNCIL
PROPOSES TO CONSIDER THE
FOLLOWING:

P7 24-00500002 COMPREHENSIVE
PLAN TEXT AMENDMENT ORD
14-2024

AN ORDINANCE OF THE CITY
COUNCIL OF THE CITY OF
COCOA, BREVARD COUNTY,
FLORIDA, ADOPTING A LARGE
SCALE COMPREHENSIVE PLAN
TEXT AMENDMENT; AMENDING
A POLICY IN THE FUTURE
LAND USE ELEMENT RELATED
TO THE MIXED-USE FUTURE
LAND USE CATEGORY, ESTAB-
LISHING THE AUTHORIZED
USES PERMITTED ON THE
GROUND FLOOR OF A MIXED-
USE BUILDING, SUCH MIXED-
USE BUILDINGS BEING ELIGI-
BLE FOR RESIDENTIAL
DENSITY BONUSES GENERALLY
OF AN ADDITIONAL FIVE (5)
DWELLING UNITS PER ACRE
FOR VERTICAL MIXED-USE
BUILDINGS AND UP TO 125
DWELLING UNITS PER ACRE
FOR VERTICAL MIXED-USE
PROJECTS IN THE VERY
LIMITED GEOGRAPHICAL AREA
IDENTIFIED IN POLICY 1.1.2.6
OF THE COMPREHENSIVE PLAN
AND REQUIRING A DEVELOP-
MENT AGREEMENT BY THE
CITY COUNCIL UNDER CERTAIN
TERMS AND CONDITIONS
DEEMED NECESSARY AND
ACCEPTABLE TO THE CITY
COUNCIL; FOR THE REPEAL OF
PRIOR INCONSISTENT ORDI-
NANCES AND RESOLUTIONS,
INCORPORATION INTO THE
COMPREHENSIVE PLAN,
SEVERABILITY, AND AN EFFEC-
TIVE DATE, AND LEGAL STATUS
OF THE PLAN AMENDMENT.

AND
P7 24-02100004 PINE GROVE
PARK ZONING MAP AMEND-
MENT ORD 15-2024

AN ORDINANCE OF THE CITY
COUNCIL OF THE CITY OF
COCOA, BREVARD COUNTY,
FLORIDA, AMENDING THE
OFFICIAL ZONING MAP DESIG-
NATION OF SIXTEEN (16)
PARCELS OF REAL PROPERTY,
TOTALING 8.36 ACRES, MORE OR
LESS, AND GENERALLY
LOCATED ADJACENT TO STATE
ROAD 520 NEAR THE INTERSEC-
TIONS WITH VIRGINIA AVENUE,
RUTH STREET, AND AURORA
STREET, IN COCOA, FLORIDA,
MORE PARTICULARLY
DEPICTED AND DESCRIBED ON
EXHIBIT "A" ATTACHED
HERE TO, FROM BREVARD
COUNTY SINGLE-FAMILY RESI-
DENTIAL (RU-1-9), GENERAL
RETAIL COMMERCIAL (BU-1),
AND RETAIL, WAREHOUSING &
WHOLESALE COMMERCIAL (BU-
2) TO CITY OF COCOA GENERAL
COMMERCIAL (C-G); PROVID-
ING FOR THE REPEAL OF
PRIOR INCONSISTENT ORDI-
NANCES AND RESOLUTIONS,
SEVERABILITY, AND AN EFFEC-
TIVE DATE. TAX PARCEL ID
NUMBERS:

TAX PARCEL ID 24 3632-29-4-1, 115
RUTH ST, COCOA, FL 32922; TAX
PARCEL ID 24 3632-29-4-20, RUTH
ST COCOA FL 32922; TAX PARCEL
ID 24 3632-31-12, 112 VIRGINIA
AVE COCOA FL 32922; TAX
PARCEL ID 24 3632-29-4-5, W 1305
KING ST COCOA FL 32922; TAX
PARCEL ID 24 3632-29-4-21, W 1313
KING ST COCOA FL 32922; TAX
PARCEL ID 24 3632-29-4-4, W 1315
KING ST COCOA FL 32922; TAX
PARCEL ID 24 3632-29-4-3, W 1325
KING ST COCOA FL 32922; TAX
PARCEL ID 24 3632-29-4-2, W 1335
KING ST COCOA FL 32922; TAX
PARCEL ID 24 3632-31-11, W 1343
KING ST COCOA FL 32922; TAX
PARCEL ID 24 3632-31-1, W 1411
KING ST COCOA FL 32922; TAX
PARCEL ID 24 3632-29-5-1, W 1231
KING ST COCOA FL 32922; TAX
PARCEL ID 24 3632-29-5-2, W 1233
KING ST COCOA FL 32922; TAX
PARCEL ID 24 3632-00-276, W KING
ST COCOA FL 32922; TAX PARCEL
ID 24 3632-29-4-6, 111 AURORA ST
COCOA FL 32922; TAX PARCEL ID
24 3632-29-5-3, W 1265 KING ST
COCOA FL 32922; TAX PARCEL ID
24-36-32-28-30, W 1236 KING ST
COCOA FL 32922.

CITY COUNCIL 2nd PUBLIC
HEARING WILL BE HELD ON
January 14, 2025

ALL HEARINGS WILL TAKE
PLACE AT 6:00 P.M. OR SOON
THEREAFTER IN THE
COCOA CITY HALL COUNCIL
CHAMBERS LOCATED AT 65
STONE STREET, COCOA, FL

General Notice Information:

This is a public meeting. Interested
parties are hereby advised that they
may appear at said meeting and be
heard. The facility wherein this
public meeting will be held is acces-
sible 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, Monica Arsenault, at least 48 hours prior to the meeting by telephone at (321) 433-8484 or via email at ,

The City hereby advises the public that if a person decides to appeal any decision made by the BOA, P&Z Board/LPA or 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.

The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:
The public may inspect the agenda items, ordinances, and supporting documents at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451, or on the City's website at the following link prior to the meeting: <https://www.cocofl.gov/291/20338/City-Meetings>

Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocofl.org.

Viewing In Real Time. Interested persons may view and listen to the hearings live at the following internet address:

<https://www.cocofl.gov/291/20338/City-Meetings>

The City is not responsible for technical difficulties that may occur while viewing or listening online.



THE CITY OF COCOA

BUSINESS IMPACT ESTIMATE **PURSUANT TO F.S. 166.041(4)**

This form should be included in the agenda packet with the proposed ordinance to be considered. It must be posted on the City's website by the time notice of the proposed ordinance is published pursuant to Section 166.041(3)(a), Florida Statutes.

City Council Meeting Dates: January 14, 2025
Ordinance Number: 15-2024
Posted To Webpage: January 3, 2025

Zoning Map Amendment – Pinegrove Park

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF SIXTEEN (16) PARCELS OF REAL PROPERTY, TOTALING 8.36 ACRES, MORE OR LESS, AND GENERALLY LOCATED ADJACENT TO STATE ROAD 520 NEAR THE INTERSECTIONS WITH VIRGINIA AVENUE, RUTH STREET, AND AURORA STREET, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY SINGLE-FAMILY RESIDENTIAL (RU-1-9), GENERAL RETAIL COMMERCIAL (BU-1), AND RETAIL, WAREHOUSING & WHOLESALE COMMERCIAL (BU-2) TO CITY OF COCOA GENERAL COMMERCIAL (C-G); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Parts I-IV below are not required to be completed if the ordinance involves any one of the following types of exemptions. Please check if applicable:

- ☐ 1. Ordinances required for compliance with federal or state law or regulation;
- ☐ 2. Ordinances relating to the issuance or refinancing of debt;
- ☐ 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ 4. Ordinances required to implement a contract or an agreement, including, but not

limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;

___ 5. Emergency ordinances;

___ 6. Ordinances relating to procurement; or

___ 7. Ordinances enacted to implement the following:

___ a. Development orders and development permits, as those terms are defined in Section 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;

___ b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;

___ c. Sections 190.005 and 190.046;

___ d. Section 553.73, relating to the Florida Building Code; or

___ e. Section 633.202, relating to the Florida Fire Prevention Code.

Part I.

Summary of the proposed ordinance and statement of public purpose:

(Address the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City of Cocoa.)

This ordinance responds to the need for a zoning designation to be applied to an important commercial corridor of the City of Cocoa. Following annexation, the affected properties received a Commercial Future Land Use designation, but a zoning district has never been assigned in the City. The ordinance will rezone the properties to CG, General Commercial, and apply design, use, and development standards for parcels located in the identified area.

Part II.

Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Cocoa: *(fill out subsections a-c as applicable, if not applicable write "not applicable")*

(a) Estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted:

No existing business will incur compliance costs as a direct result of assigning CG zoning to the properties.

(b) Identification of any new charges or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

There are no new charges or fees to be associated with this proposed ordinance that business will be responsible for.

(c) An estimate of the City of Cocoa's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

There are no regulatory costs for the City of Cocoa associated with the ordinance. There are no new charges or fees as part of this ordinance.

Part III.

Good faith estimate of the number of businesses likely to be impacted by the ordinance:

There are approximately 13 active businesses with active business tax receipts confirmed by City of Cocoa records located within the impacted area of this zoning ordinance.

Part IV. Additional Information the City Council may find useful (if any):

There are two existing businesses that will become nonconforming as a result of the passage of this ordinance as their uses are not permitted in the General Commercial district. However, such businesses will be allowed to continue as nonconforming uses, subject to the requirements of Appendix A, Zoning, Article X, Nonconformities.

This Business Impact Estimate may be revised following its initial posting.

CITY COUNCIL AGENDA ITEM

Memo Date: 01/02/2025
Agenda Date: 1/14/2025
Prepared By: Jennifer Webster, Senior Planner
Through: Stockton Whitten, City Manager
Requested Action: Staff recommends that the City Council **APPROVE** this second reading of Ordinance 14-2024, the proposed Comprehensive Plan Text Amendment to Policy 1.1.2.6(F) providing additional flexibility related to uses permitted on the ground floor of vertical mixed-use buildings eligible for density bonuses.

BACKGROUND:

Request:

The City has initiated a request to amend the City of Cocoa Future Land Use Element Policy 1.1.2.6(F) to provide additional flexibility related to uses permitted on the ground floor of vertically mixed-use buildings eligible for density bonuses under the Comprehensive Plan. No changes are proposed to the maximum allowable density or intensity in this category via this text amendment. A full description of the request and its impact on the Comprehensive Plan are outlined below.

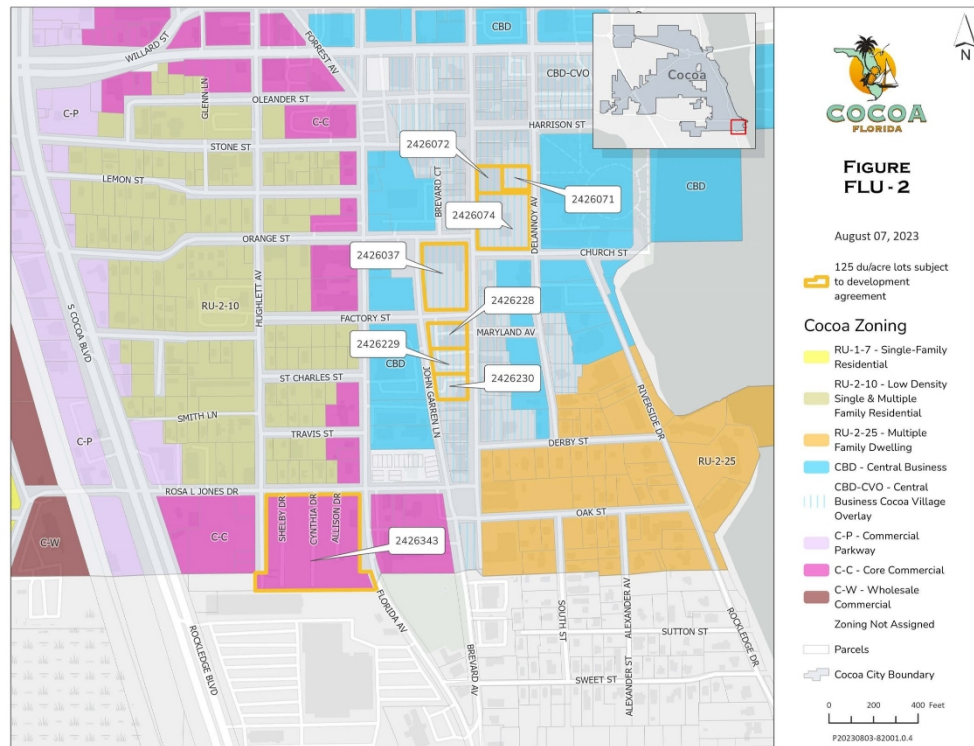
Background:

In 2010, the City created the Mixed-Use (MU) Future Land Use (FLU) category. The MU FLU is intended to provide a mixture of residential, commercial, office, recreational and institutional uses along the major transportation corridors. Accordingly, the majority of parcels designated with the MU FLU are generally located along SR 520, US 1, Brunson Blvd., King St., and the Cocoa Village Area, as more accurately shown on the attached FLU Map.

The density that is generally allowed within the MU FLU category is 25 du/acre and includes a bonus of up to 5 du/acre if residential housing units are developed as part of a vertically integrated mixed-use project, where both residential and non-residential uses are located in the same building, typically with ground floor non-residential uses and upper floor dwelling units. Thus, the maximum allowable density per FLU Element Policy 1.1.2.6 is 30 du/acre utilizing this density bonus.

Over the last several years, the City of Cocoa has created multiple policies to ensure that redevelopment opportunities within the Community Redevelopment Agency (CRA) are available. The City also adopted policies that allow for “vertically mixed-use projects” to occur in very limited geographical areas, specifically on +/- 8.82 acres within the Cocoa Village and South-End Subdistricts to develop at densities of up to 125 du/acre, subject to approval of a development agreement approved at the discretion of the City Council after consideration of many factors as outlined in Policy

1.1.2.6. The map below shows the location of those +/- 8.82 acres.



In addition, five (5) parcels, totaling +/- 5.72 acres, including the recently added 915 Florida Ave. property, have been designated with a commercial/mixed use large (CL) building type on the Cocoa Waterfront Overlay District Regulating Plan, which allows vertically integrated mixed-use buildings constructed to a maximum of eight (8) stories in height, again subject to approval of a Development Agreement by the City Council.

As provided in Ordinance 07-2023, the very limited geographical areas deemed conditionally appropriate for the 125 du/acre program were, in part, designated due to lack of historically significant development on the site or absence of development. These properties were identified in the Cocoa Community Redevelopment Area's Redevelopment Plan as particular "catalytic" sites in the Cocoa Village area for redevelopment.

Proposed Text Amendment:

The existing Mixed Use FLU Policy 1.1.2.6(F) states:

"For a mixed-use building, only retail sales, offices and services and restaurants are permitted on the ground floor."

The City proposes that this language be modified as follows:

"For Except as provided herein, for a vertical mixed-use building, density bonuses

as provided in Figure FLU 1 and this Policy 1.1.2.6(b) shall only be permitted where at least 51% of the total building length of the ground floor street frontage is devoted to occupiable space for retail sales, offices and services available to the general public, and restaurants, or a combination thereof are permitted on the ground floor. The total building length of the ground floor street frontage shall be measured by determining the length of the vertical, mixed use building on the ground floor on all street frontages up to a maximum of two (2) street frontages which shall be the two longest sides of the building with street frontage. For purposes of this Policy, pedestrian and vehicle driveways and ingress and egress corridors may be subtracted from the building length on each street prior to calculating the required percentage of the building length that must be devoted to the ground floor commercial uses on such street frontage. The required 51% of the total building length of the ground floor street frontage that is devoted to occupiable space for the ground floor commercial uses listed in this Policy may be distributed among street frontages as deemed most advantageous by the applicant, which may include locating the ground floor commercial uses entirely on one street. Non-commercial uses, uses otherwise permitted by the underlying zoning district, and parking to serve the vertical, mixed use building or the general public may occur on the remainder of the street frontage or within the interior of the building.”

In sum, the City proposes flexibility to utilize 51% of the total building ground floor for retail sales, offices and services available to the general public, and restaurants, or a combination thereof rather than requiring 100% of the ground floor to be occupied by these uses when seeking density bonuses for vertical mixed use buildings. The remaining 49% of the first floor may be used for residential uses per the proposed text change. This modification allows for greater flexibility in design and outcome of vertically mixed-use buildings, which City staff believes will allow for projects to align with market demand. The proposed amendment will also allow an applicant for development to distribute the 51% devoted to ground floor commercial uses listed in the Policy on the street frontages they believe to be most advantageous.

Consistency with Comprehensive Plan Policies and Objectives:

Pursuant to the City’s Land Development Regulations Chapter 15, Article II, Sec. 15-11(c) - Comprehensive Plan Amendment Standards, the following shall be considered by Land Planning Agency and City Council:

a. Whether the proposal favorably or unfavorably impacts the city's budget, or the economy of the region.

Staff Finding: The request has the potential to positively economic impact the City through redevelopment that will increase the tax base and encourage similar redevelopment in Cocoa Village. As was noted in the 2022 staff report related to the creation of the 125 du/acre density program, development opportunities provided by the City’s unique density bonus program’s increase land value, which generates new

Cocoa CRA taxes and benefits the local economy through the spending power of new residents.

b. Whether the proposal will diminish the service level of public facilities.

Staff Finding: Objective 14.1.1 of the Comprehensive Plan, Capital Improvement Element establishes the adopted level of service (LOS) standards for public facilities within the City that must be met prior to issuance of development permits.

The proposed text amendment will not increase the allowable density or intensity of the site, but rather modifies the percentage of the ground floor that must be non-residential. Accordingly, the proposed amendments are not anticipated to negatively impact the adopted levels of service for public facilities within the City. Impacts on the City's public facilities and infrastructure will be reviewed through applications for Development Agreement and site plans. An analysis done in October 2022 found that amendments to allow up to 125 du/acre would not generally negatively affect or diminish the service levels of applicable public facilities.

Generally, high density mixed-use in the City has the potential to reduce automobile dependency and increase the ability of residents to live a more sustainable lifestyle due to residents' proximity to services, job opportunities, retail and entertainment. Thus, the amendment may have a positive impact on public facilities.

c. Whether the proposal favorably or unfavorably impacts the environment, or the natural or historical resources of the city or the region.

Staff Finding: The amendment is not anticipated to affect any natural or historical resources. When a site is developed, the developer will be required to provide all environmental and historical studies as required by the Land Development Code at time of site plan permitting.

d. Whether the proposal is consistent with goals, policies, and objectives of the state comprehensive plan set forth in Chapter 187, Florida Statutes, and the East Central Florida Comprehensive Regional Policy Plan, Florida Administrative Code.

State Comprehensive Plan, Chapter 187.201(15) LAND USE

Policy 15(b)3: "Enhance the livability and character of urban areas through the encouragement of an attractive and functional mix of living, working, shopping, and recreational activities."

Staff Finding: The proposed amendment will provide additional opportunity for developments with a mix of uses combining living, working, shopping and recreational activities.

East Central Florida Comprehensive Regional Policy Plan

Policy 10.7.2 Transit corridors should provide for a mixture of commercial, office, institutional, and residential uses in multi-story buildings to create a walkable pedestrian friendly environment.

Policy 10.14 Vacant or underutilized retail sites should be seen as opportunity sites for assembly and redevelopment as mixed use (retail, office, and residential) centers, especially along corridors currently served by transit or planned to be served by transit.

Staff Finding: The proposed text amendment will provide additional flexibility to support mixed-use development along transit corridors, as well as redevelopment of existing sites. The Cocoa Village area is serviced by Space Coast Area Transit (SCAT) Route 6, with access to Routes 1 and 4 (via Route 6).

e. Whether the proposal will favorably or unfavorably affect the city's ability to provide adequate public facilities, and whether the proposal will reduce the level of service for affected public facilities below the level of service set in the comprehensive plan.

Staff Finding: The proposed amendment would not alter the City's ability to provide adequate public facilities set by the comprehensive plan to lands under the Mixed-Use FLU designation based on the information provided in item b above.

f. Whether the proposal is incompatible with surrounding neighborhoods and land uses.

Staff Finding: As explained above, the proposed amendment is not incompatible with surrounding neighborhoods based on the goals of the Waterfront Master Plan, Cocoa CRA Redevelopment Plan, and existing MU FLU policies which encourage vertical mixed-use buildings. It is also directly adjacent to mixed-use planning occurring in the City of Rockledge, as noted earlier. Proper bulk requirements will be included in any future Development Agreement, as required when utilizing the 125 du/acre bonus density program.

Policy 13.1.2.1: The City staff will evaluate development projects in Cocoa to include an assessment of impacts on the comprehensive plans of adjacent jurisdictions.

Policy 13.1.2.2: The City staff will assess future amendments to its comprehensive plan, including the Future Land Use and Capital Improvements elements, for impact on the comprehensive plans of adjacent jurisdictions.

Policy 13.1.2.3: The City shall coordinate with the City of Rockledge to institute joint planning activities in areas of joint concern and influence. The activities shall include land use, landscaping, urban design and urban form of new development in the area.

Staff Finding: The amendment does not increase density or intensity that would result

in incompatibilities with surrounding lands. The text amendment will allow some of the ground floor of the mixed-use building to be utilized for residential uses, while maintaining significant square footage on the ground floor for non-residential uses as intended by the MU FLU category.

g. Whether the proposal will have a favorable or adverse effect on the ability of people to find adequate housing reasonably accessible to their places of employment.

Staff Finding: The proposed FLU amendment will provide opportunity for additional forms of housing closer to commercial uses, places of employment, and multimodal transportation options.

h. If the amendment being requested is consistent with all the elements of the comprehensive plan.

Staff Finding: The proposed FLU amendment is consistent with the following Comprehensive Plan policies:

Future Land Use Element, Policy 1.1.2.6 Mixed-Use (MU). The Mixed-Use land use category is intended to provide a mixture of residential, commercial, office, recreational and institutional uses along the major transportation corridors (such as SR 520 and US 1). Based on current land use trends, the City estimates that the mix of uses in the mixed-use category will be 50 percent residential and 50 percent non-residential. The Floor Area Ratio (FAR) measure shall not be applied to residential developments, or the residential portion of a mixed-use building or development.

Future Land Use Element, Objective 1.2.1: Smart Growth Principles. New development in the City shall incorporate “Smart Growth” principles that will lead to compact development standards as opposed to conventional development standards that encourage urban sprawl.

Future Land Use Element, Policy 1.2.1.6: New development, as well as infill development shall provide interconnected street grid networks, where feasible, to disperse traffic and encourage walkability. Developments may include a hierarchy of narrow streets, boulevards, and alleys; high quality pedestrian networks; designs that encourage a greater use of bicycles, rollerblades, scooters and walking as daily transportation; connectivity to public transit; and a land use mix that demonstrates reduced external trips by encouraging internal trips.

Housing Element, GOAL 3.1: The City shall encourage and promote the provision of decent, safe, and sanitary housing to meet the needs of the present and future population of the City.

Objective 3.1.1, Housing Supply: Assist the private sector to create additional units and preserve existing units to satisfy the projected demand of dwelling units of various

types, sizes, and costs which will be needed to house the City's anticipated population through the planning horizon.

Policy 3.1.1.1: The City's Future Land Use Map shall provide adequate lands to accommodate the projected housing growth.

Policy 3.1.1.2: The City shall continue to provide land use designations and zoning districts on the Future Land Use and the Official Zoning Maps to ensure a variety of housing types including single family, duplex, and multifamily are allowed within the City.

Policy 3.1.1.6: The City shall promote mixed-use developments that include provisions for a wide variety of housing types and prices.

GOAL 3.7: The City shall promote opportunities for the creation of housing and infill development within the City.

Objective 3.7.1, Infill Development: The City shall continue to promote infill housing development by supporting alternative development standards where appropriate and feasible.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

On November 6, 2024, the Planning and Zoning Board recommended the City Council APPROVE Ordinance 14-2024, the proposed Comprehensive Plan Text Amendment and transmit to the Department of Commerce for state agency review.

On November 12, 2024, the first reading of Ordinance 14-2024 was approved by City Council.

STATE REVIEW:

The amendment was transmitted to the Department of Commerce on November 19, 2024. The amendment was reviewed under the Expedited State Review process per 163.3184, F.S.

The Department of Commerce, St. Johns River Water Management District (SJRWMD), Florida Department of Transportation (FDOT) and Florida Department of Environmental Protection (FDEP) provided their review comments (attached). No objections to the amendment were received from these agencies.

Technical assistance comments, unrelated to the amendment, were provided and direct the City to adopt an updated Water Supply Facilities Work Plan (WSFWP) and consider updates to the Capital Improvements Schedule relating to Basin Management Action Plan (BMAP) projects. Staff intends to address these technical assistance comments/items as part of the Comprehensive Plan update commencing this year.

RECOMMENDED MOTION:

Staff recommends that the City Council **APPROVE** this second reading of Ordinance 14-2024, the proposed Comprehensive Plan Text Amendment to Policy 1.1.2.6(F) providing additional flexibility related to uses permitted on the ground floor of vertical mixed-use buildings eligible for density bonuses.

ORDINANCE NO. 14-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; AMENDING A POLICY IN THE FUTURE LAND USE ELEMENT RELATED TO THE MIXED-USE FUTURE LAND USE CATEGORY, ESTABLISHING THE AUTHORIZED USES PERMITTED ON THE GROUND FLOOR OF A MIXED USE BUILDING, SUCH MIXED-USE BUILDINGS BEING ELIGIBLE FOR RESIDENTIAL DENSITY BONUSES GENERALLY OF AN ADDITIONAL FIVE (5) DWELLING UNITS PER ACRE FOR VERTICAL MIXED-USE BUILDINGS AND UP TO 125 DWELLING UNITS PER ACRE FOR VERTICAL MIXED-USE PROJECTS IN THE VERY LIMITED GEOGRAPHICAL AREA IDENTIFIED IN POLICY 1.1.2.6 OF THE COMPREHENSIVE PLAN AND REQUIRING A DEVELOPMENT AGREEMENT BY THE CITY COUNCIL UNDER CERTAIN TERMS AND CONDITIONS DEEMED NECESSARY AND ACCEPTABLE TO THE CITY COUNCIL; FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE, AND LEGAL STATUS OF THE PLAN AMENDMENT.

WHEREAS, Section 163.3161 et. seq., Florida Statutes, established the Community Planning Act, which was formerly known as the Local Government Comprehensive Planning and Land Development Regulation Act; and

WHEREAS, the Community Planning Act requires each municipality in the State of Florida to prepare, adopt, and update a Comprehensive Plan; and

WHEREAS, in accordance with the provisions of the Community Planning Act, the Local Planning Agency of the City of Cocoa held a duly noticed public hearing, in accordance with the procedures established in Chapter 163, Part II, Florida Statutes, on the proposed comprehensive plan amendment; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed amendment set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby approves and adopts the Comprehensive Plan Amendment set forth hereunder; and

WHEREAS, in 2010, the City Council created a new future land use category, Mixed-Use (MU), which was intended to provide a mixture of residential, commercial, office, recreational, and institutional uses along the major transportation corridors in the City, such as SR 520 and US1, and in the Cocoa Village; and

WHEREAS, the adoption of the Mixed-Use future land use category was intended to strengthen support of redevelopment activities and place a stronger emphasis on quality, integrated development incorporating “smart growth” principles that would lead to compact development as opposed to conventional development standards and reduce urban sprawl; and

WHEREAS, the Mixed-Use future land use category was also intended to promote energy efficient land use patterns and assist in the reduction of greenhouse gas emissions by encouraging such integrated and compact development; and

WHEREAS, to encourage the compact, walkable, energy-efficient land development within the Mixed-Use future land use category, the Comprehensive Plan policies for such Mixed-Use category authorized a density bonus of up to five (5) dwelling units per acre, in addition to the twenty-five (25) dwelling unit per acre generally authorized, for vertical mixed use buildings; and

WHEREAS, Policy 1.1.2.6 of the City’s Comprehensive Plan, further establishing the intent of the Mixed-Use future land use category, provides that mixed use buildings within a single development will be “highly encouraged” in this category; and

WHEREAS, for a mixed-use building in the Mixed-Use future land use category, “only retail sales, offices and services and restaurants” are currently permitted on the ground floor; and

WHEREAS, attracting a limited number of new large, vertical mixed-use projects to certain limited areas within the Cocoa Village is consistent with the City’s and the Cocoa Community Redevelopment Agency’s redevelopment plans and will help ensure the long-term viability and vibrancy of the Cocoa Village as a distinct, attractive, and safe place to live, work, and visit; and

WHEREAS, consequently, the City Council previously adopted via Ordinances 07-2022 and 17-2023 amendments to Policy 1.1.2.6 to authorize up to 125 dwelling units per acre for certain very limited geographic areas in the Cocoa Waterfront Overlay District (“CWOD”), subject to approval of a development agreement in the discretion of the City Council after consideration of a number of factors, including but not limited to, economic and social benefits to the City and Community Redevelopment Agency, aesthetic quality and character, architectural design, and physical and visual scale; compatibility and harmony with the special and distinctive character of the Cocoa Village, including the South End Subdistrict, if applicable, and waterfront district; impact upon public facilities; and adequacy of on-site parking and impact of off-site parking; and

WHEREAS, the City Council desires to provide additional flexibility related to uses permitted on the ground floor of vertical mixed-use buildings eligible for density bonuses under the Comprehensive Plan to encourage the development of such buildings to fulfill the goals and objectives of the Mixed-Use future land use category; and

WHEREAS, revising the requirement that ground floor uses must consist entirely of retail sales, offices, services, and restaurants reflects the fact that market conditions may not support such commercial uses on every street frontage of a proposed mixed-use building; and

WHEREAS, providing for such flexibility may stimulate the development of mixed use buildings in the City of Cocoa while still ensuring that commercial uses are integrated into such buildings to create compact, walkable, and energy-efficient development that will benefit the citizens of the City of Cocoa; and

WHEREAS, allowing the construction of high-density residential mixed-use projects within the urban core of the Mixed-Use future land use area also provides for the economical use of City resources and infrastructure and provides opportunities for significant work, live, and recreation options that will allow residents to reduce their automobile dependence and live a more sustainable lifestyle; and

WHEREAS, the City Council finds that this Ordinance serves a legitimate government interest related to implementing the goals and objectives set forth in the Cocoa Waterfront Master Plan, Agency Redevelopment Plan, and promoting catalyst redevelopment opportunities that will improve the social and economic interests of the City of Cocoa; and

WHEREAS, the City Council of the City of Cocoa hereby finds this Ordinance is in the best interest of the public health, safety, and welfare of the citizens of Cocoa.

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

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

Section 2. Authority. This Ordinance is adopted in compliance with, and pursuant to, the Community Planning Act, sections 163.3161 et. seq., Florida Statutes.

Section 3. Purpose and Intent. It is hereby declared to be the purpose and intent of this Ordinance to adopt a comprehensive plan amendment incorporating the revisions stated herein as part of the City of Cocoa Comprehensive Plan.

Section 4. Adoption of Amendment to the Future Land Use Element. The City of Cocoa Comprehensive Plan, Future Land Use Element, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from this Ordinance of text existing in the Cocoa Comprehensive Plan, Future Land Use Element. It is intended that the text in the Future Land Use Element denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to the adoption of this Ordinance):

* * *

I - FUTURE LAND USE ELEMENT

* * *

**FIGURE FLU-1
STANDARD FOR FUTURE LAND USE CATEGORIES**

* * *

Commercial, Industrial, Open Space/Recreational, Institutional and Mixed-Use Future Land Use Categories

	Commercial	Neighborhood Commercial	Regional Activity Center	Industrial	Open Space Recreational	Institutional	Mixed Use
Maximum Intensity/Density	1.0 FAR, 25 du/acre ⁷	0.75 FAR, 25 du/acre ⁷	0.50 FAR, 25 du/acre, and 45 hotel rooms /acre	1.50 FAR	0.25 FAR	1.0 FAR 25 du/acre	25 du/acre ^{2,3&9} 1.0 FAR ³
Allowable Uses	Commercial, Office, Institutional, Residential ⁸ , and Open Space/Recreational	Commercial, Residential, Office, Institutional, and Open Space/Recreational	Commercial, Industrial, Hotel, office, Residential, Institutional, and Open Space/Recreational	Industrial and Commercial ⁶	Not Applicable	Institutional	Commercial, Industrial, Hotel, Office, Residential, Institutional, and Open Space/Recreational
Minimum Transportation Access	4 lane collector 2 lane arterial	2 lane collector	1 lane arterial that intersects SR 528 or I-95	2 lane collector 2 lane arterial	Not applicable	Not applicable	Not applicable
Applicable Zoning Districts	C-G, C-W, C-P, C-C, P-S, and PUD	C-N, C-R, R-P, P-S, and PUD	UMD	M-1 and M-2	All Districts	All Districts	CBD, CBD-CVO, C-C, C-N, C-R, P-S, PUD, R-P, UMD
Maximum Impervious Surface Ratio	0.90	0.80	0.95	0.75	0.25	0.65	0.95 1.0 in CBD

NOTES FOR FIGURE FLU-1:

1. Maximum density may be increased up to 12 du/acre as part of a planned residential development or planned redevelopment activities (*Policy 1.2.3.C*).
2. An additional 5 units per acre may be achieved if residential units are developed as part of a vertical mixed use project.
3. Maximum FAR in the Cocoa RDA is 2.0 and a bonus may permit up to an additional 2.5 FAR in the Central Business District outside the Cocoa Village Overlay sub-district. An additional 25 units per acre may be achieved in certain areas within the Cocoa RDA.
4. Four (4) acre maximum land area for new Neighborhood Commercial and one (1) acre maximum site land area.
5. Minimum land area of 50 acres and minimum cumulative gross floor area of 500,000 sq. ft. for all structures.
6. Commercial uses that are complementary to and support industrial development and operations.
7. Maximum residential density shall be 25 du/acre, except where reduced by the underlying zoning district regulations.
8. Residential uses shall be permitted only where allowed in the underlying zoning district.
9. Notwithstanding the base level maximum density stated in the above chart and Notes 2 & 3, the maximum density may be increased by the City Council for certain approved redevelopment projects on properties designated Cocoa Village and South End Subdistrict with a Commercial/Mixed Use Large (CL) building type on the Cocoa Waterfront Overlay District Regulating Plan pursuant to Policy 1.1.2.6.

* * *

Policy 1.1.2.6: Mixed-Use (MU).

(a). The Mixed-Use land use category is intended to provide a mixture of residential, commercial, office, recreational and institutional uses along the major transportation corridors (such as SR 520 and US 1). The mixed-use could be developed as single uses on separate parcels or as a mixture of uses within a single development. Based on current land use trends, the City estimates that the mix of uses in the mixed-use category will be 50 percent residential and 50 percent non-residential. The Floor Area Ratio (FAR) measure shall not be applied to residential developments, or the residential portion of a mixed-use building or development. The following criteria shall be used for determining appropriate locations for mixed-use land use areas.

- A. Areas within a quarter mile walking distances of public transit stations, transitional areas between high and low intensity uses, and areas adjacent to major corridors within the City are appropriate for Mixed-Use category.

- B. The land development regulations implementing this category shall encourage a compact and walkable environment to reduce vehicle miles of travel and encourage use of public transit.
- C. Development within mixed-use shall be encouraged to follow Transit Oriented Design (TOD) principles.
- D. Unified architectural and streetscape themes are encouraged for all developments within the Mixed-Use category.
- E. Mixed use buildings within a single development will be highly encouraged in this category.
- F. ~~For~~ Except as provided herein, for a vertical mixed-use building, density bonuses as provided in Figure FLU 1 and this Policy 1.1.2.6(b) shall only be permitted where at least 51% of the total building length of the ground floor street frontage is devoted to occupiable space for retail sales, offices and services available to the general public, and restaurants, or a combination thereof are permitted on the ground floor. The total building length of the ground floor street frontage shall be measured by determining the length of the vertical, mixed use building on the ground floor on all street frontages up to a maximum of two (2) street frontages which shall be the two longest sides of the building with street frontage. For purposes of this Policy, pedestrian and vehicle driveways and ingress and egress corridors may be subtracted from the building length on each street prior to calculating the required percentage of the building length that must be devoted to the ground floor commercial uses on such street frontage. The required 51% of the total building length of the ground floor street frontage that is devoted to occupiable space for the ground floor commercial uses listed in this Policy may be distributed among street frontages as deemed most advantageous by the applicant, which may include locating the ground floor commercial uses entirely on one street. Non-commercial uses, uses otherwise permitted by the underlying zoning district, and parking to serve the vertical, mixed use building or the general public may occur on the remainder of the street frontage or within the interior of the building.
- G. If residential housing units are developed as part of a vertical mixed use project a bonus of up to 5 units per acre may be achieved, excluding projects approved by city council pursuant to subsection (b).
- H. For the purposes of analyzing public facilities impacts of proposed Future Land Use Map amendments, a mix of 50% residential and 50% non-residential land area split shall be utilized.

(b). Notwithstanding the maximum density stated in Figure FLU 1, a maximum density of up to 125 dwelling units per acre may be permitted for a specific redevelopment project with residential housing units developed as part of a vertical mixed-use project, subject to the discretion of the City Council and following conditions:

A. The vertical mixed-use project is located in the downtown community redevelopment area and on property designated Cocoa Village Subdistrict or South End Subdistrict on the Cocoa Waterfront Overlay District Regulating Plan and located on real property designated (outlined) on the following map:

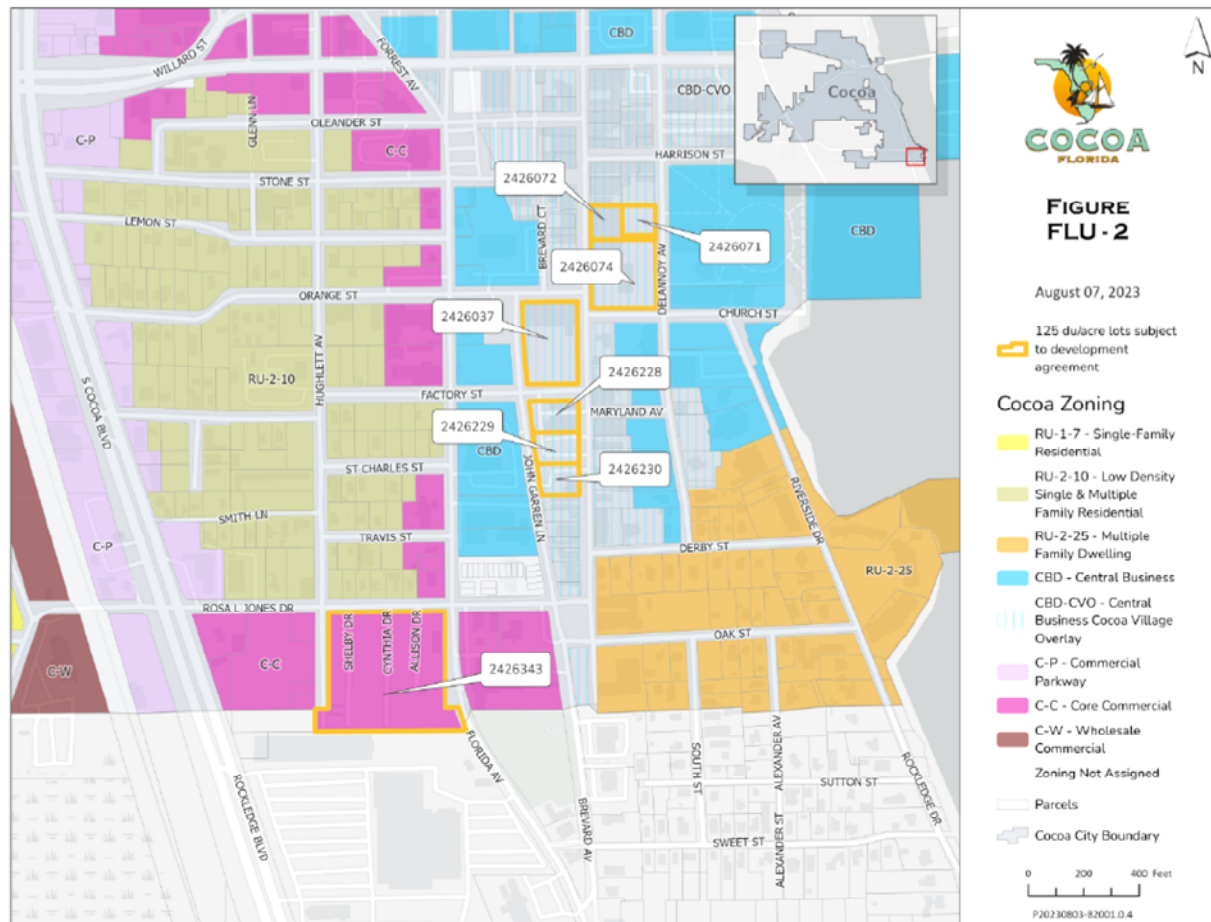


FIGURE FLU-2

B. The vertical mixed-use project is on property upon which a Commercial/Mixed Use Large (CL) building type is permitted on the Cocoa Waterfront Overlay District Regulating Plan; and

C. The maximum density for the project is approved by the City Council by a development agreement after considering the following factors:

- (i). Economic and social benefits to the City and Community Redevelopment Agency;
- (ii). Aesthetic quality and character, architectural design, and physical and visual scale;
- (iii). Any proposed enhancements that a developer will commit to completing by development agreement that will significantly bring the overall quality of the proposed development above and beyond the minimum requirements set forth in the City Code and will serve the public health, safety, and welfare of the citizens and visitors of Cocoa;
- (iv). Compatibility and harmony with the special and distinctive character of the Cocoa Village, including the South End Subdistrict, if applicable, and waterfront district;
- (v). Impact upon public facilities;
- (vi). Adequacy of on-site parking and impact of off-site parking;
- (vii). Consistency with the CRA Community Redevelopment Plan and Waterfront Master Plan;
- (viii). Proven first-hand experience of the developer to successfully complete one or more projects of such physical and visual scale and design, as evidenced by a written portfolio identifying and describing previously completed or substantially completed projects by the developer;
- (ix). The negotiated terms and conditions of the development agreement including a development schedule deemed acceptable to the City Council;
- (x). Impact on environmental concerns and incorporation of “green” community designs;
- (xi). In the discretion of the City Council, a recommendation from the Cocoa Community Redevelopment Agency if the project could foreseeably affect or impact the Agency or the Agency’s Redevelopment Plan, or require an Agency contribution to support the project;
- (xii). Compliance with the applicable land development regulations and comprehensive plan policies;

(xiii). Any other factors as may be deemed relevant by the City Council.

* * *

Section 5. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 6. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. **Incorporation into Comprehensive Plan.** Upon the effective date of the Comprehensive Plan Amendment adopted by this Ordinance, said Amendment shall be incorporated into the City of Cocoa Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

Section 8. **Effective Date.** The effective date of the Comprehensive Plan Amendment adopted by this Ordinance shall be thirty-one (31) days after the state land planning agency notifies the City that the plan amendment package is complete pursuant to section 163.3184(3)(c)(4.), Florida Statutes. If the plan amendment is timely challenged, the plan amendment shall not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land use dependent on this plan amendment may be issued before it has become effective. After and from the effective date of this plan amendment, the Comprehensive Plan Amendment set forth herein shall amend the City of Cocoa Comprehensive Plan and become a part of that plan and the plan amendment shall have the legal status of the City of Cocoa Comprehensive Plan, as amended.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the ____ day of _____, 2024.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk

Legal Ad: _____

LPA/P&Z: _____

First Reading: _____

Legal Ad: _____

Second Reading: _____

Effective Date: _____

December 19, 2024

The Honorable Michael Blake
Mayor, City of Cocoa
65 Stone Street
Cocoa, Florida 32922

Dear Mayor Blake:

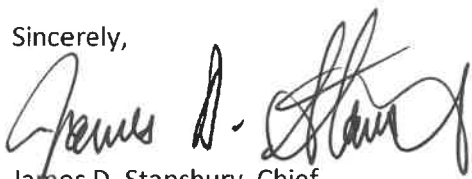
FloridaCommerce has reviewed the proposed comprehensive plan amendment for the City of Cocoa (Amendment No. 24-01ESR) received on November 19, 2024. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**
- **The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.
- **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the second public hearing pursuant to 163.3184(3)(c)2., F.S.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after FloridaCommerce notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by FloridaCommerce or the Administration Commission.

If you have any questions concerning this review, please contact Jon Coulter, Planning Analyst, by telephone at (850)-717-8421 or by email at jon.coulter@commerce.fl.gov.

Sincerely,



James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS /jc

Enclosure(s): Procedures for Adoption

cc: Alexis Crespo, AICP, Planning Consultant for the City of Cocoa
Tara McCue, AICP, Executive Director, East Central Florida Regional Planning Council

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS
FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using FloridaCommerce's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (<https://fldeo.my.salesforce-sites.com/cp/>) **or** submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format**, clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

"The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.

From: [Plan_Review](#)
To: [Alexis Crespo](#); DCPexter@commerce.fl.gov
Cc: [Plan_Review](#)
Subject: Cocoa 24-01ESR Proposed
Date: Thursday, December 19, 2024 3:14:41 PM
Attachments: [image001.png](#)

To: Alexis Crespo, AICP, Planning Consultant

Re: Cocoa 24-01ESR – Expedited State Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes (F.S.). The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction. However, the Department offers the following technical assistance regarding consistency with s. 163.3177, F.S.:

During the 2023 legislative session, the Florida Legislature passed House Bill (HB) 1379, Laws of Florida Chapter No. 2023-169, which revised s. 163.3177, F.S., requiring local government comprehensive plans to address the following:

- Within the schedule of capital improvements, any county or municipality with a Basin Management Action Plan (BMAP) within its jurisdiction must include a list of projects necessary to achieve the pollutant load reductions attributable to the local government as established in the BMAP (s. 163.3177(3)(a)4.b, F.S.)
- Within the general sanitary sewer, solid waste, drainage, potable water, and natural groundwater aquifer recharge element, local governments must address the upgrading of wastewater treatment facilities and prioritize advanced waste treatment (AWT), and, for local governments not included within a designated Rural Area of Opportunity, a section considering the feasibility of providing sanitary sewer services within a 10-year planning horizon to any development of more than 50 built or unbuilt residential lots with a density of more than one onsite sewage and disposal system (OSTDS; aka septic system) per acre must be included by July 1, 2024 (s. 163.3177(6)(c)3, F.S.)

Based on the Department's records, the City of Cocoa has not addressed the above requirements, specifically the inclusion of the wastewater feasibility analysis described in s. 163.3177(6)(c)3, F.S. If applicable developments exist within the jurisdiction, the City must update their general sanitary sewer, solid waste, drainage, potable water, and natural groundwater aquifer recharge element to include the required information as soon as possible to address the potential noncompliance with s. 163.3177, F.S.

Please submit all future amendments by email to Plan.Review@FloridaDEP.gov. If your submittal is too large to send via email or if you need other assistance, contact Lindsay

Weaver at (850) 717-9037.

Lindly Dean



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Florida Department of Transportation

RON DESANTIS
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720

JARED W. PERDUE, P.E.
SECRETARY

December 20th, 2024

Ms. Alexis Crespo, AICP
Planning Consultant
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

Subject: Cocoa 24-01ESR
Response Type: **No Comments**

Dear Ms. Crespo,

Pursuant to Section 163.3184(3), Florida Statutes (F.S.), in its role as a reviewing agency as identified in Section 163.3184(1)(c), F.S., the Florida Department of Transportation (FDOT) reviewed the amendment of The City of Cocoa's Proposed 24-01ESR, as requested in your transmittal letter, dated November 19th, 2024.

FDOT has reviewed the **transmittal** comprehensive plan amendment. Based on these results, FDOT does not have any comments. Described in more detail below the amendment is consistent with The Comprehensive Plan pursuant to the City's Land Development Regulations Chapter 15, Article II, Sec. 15-11(c), Future Land Use Element, Policy 1.1.2.6 Mixed Use (MU) and Future Land Use Element, Objective 1.2.1: Smart Growth Principles.

Summary:

The comprehensive plan amendment proposes text amendments to the Future Land Use Element of The City of Cocoa's 2050 Comprehensive Plan. This proposed change is to adjust the Mixed-use Land Use Element policy by proposing flexibility to utilize 51% of the total building length of ground floor street frontage for services available to the general public rather than requiring 100% of the ground floor to be occupied by these uses when seeking density bonuses for vertical mixed-use buildings.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720

JARED W. PERDUE, P.E.
SECRETARY

FDOT has reviewed the transmitted amendment for The City of Cocoa pursuant to Section 163.3184(3), Florida Statutes. As this was a transmittal and not an adoption, the Department reserves the right to comment if the proposed amendment changes between transmittal and adoption. Currently, the Department does not have any comments or questions as the proposed amendment is not anticipated to have significant adverse impacts to transportation resources or facilities of state importance.

We appreciate the opportunity to review the proposed amendment and request that a copy of the adopted amendment, along with the supporting data and analysis, be transmitted to the Department. Thank you for coordinating the review of this proposed amendment with FDOT.

If you have any questions, you may contact me at 386-943-5457 or by email at james.rodriquez@dot.state.fl.us.

Sincerely,

James Rodriguez, D5 Growth Management Coordinator

cc: *James Stansbury, Florida Commerce*
Jeffrey Ball, Brevard County

Melissa McKinney, FDOT
Tiffany Hill, FDOT
Jennifer Carver, FDOT

From: [Steve Fitzgibbons](#)
To: [Alexis Crespo](#); [Patrick Murray](#)
Cc: jwebster@cocoafl.gov; lribeiro@cocoafl.gov
Subject: RE: City of Cocoa proposed comprehensive plan amendment 24-01ESR
Date: Friday, December 13, 2024 9:42:46 AM
Attachments: [image001.png](#)
[2009 WSFWP.pdf](#)

Hi Alexis,

The CFWI schedule has a draft 2025 RWSP being released for public comment in March 2025 with final approval in November 2025.

Our records show the last time Cocoa adopted/updated their water supply facilities work plan (WSFWP) was 2009. It was not updated after the 2020 CFWI RWSP. Attached is what I have for Cocoa's 2009 WSFWP. The content of WSFWPs, in general, has evolved quite a lot since 2009, and this WSFWP has a good bit of extracurricular elements. Seems worthwhile to evaluate whether parts can be streamlined to have a report that is easier to update/manage. More than likely, some of the comp plan's WSFWP-related policies will also need updating because they were established 15 years ago (nomenclature, dates, project names, etc.).

Compared to our recent coordination on the Belle Isle WSFWP, Cocoa's water supply situation is more robust, but also a little more complex. Subsequently, it may be worthwhile to consider moving forward with an update sooner, rather than later. Several communities (e.g., Melbourne, Flagler County, etc.) proceeded forward with their effort to update their WSFWPs once the respective draft RWSP was released. They were able to do this because they were fine (agreed) with the draft RWSP's numbers/projects related to their city. Subsequently, since those items were going to stay static thru final approval, they simply proceeded forward verse waiting around another 6+ months.

If your team or the City have any questions, let me know and we can set up a call to discuss.

Steve

Steven Fitzgibbons, AICP
Intergovernmental Planner
St. Johns River Water Management District
7775 Baymeadows Way, Suite 102
Jacksonville, FL 32256
Office (386) 312-2369
Email: sfitzgib@sjrwmd.com
Website: www.sjrwmd.com
Connect with us: [Newsletter](#), [Facebook](#), [Twitter](#), [Instagram](#), [YouTube](#), [Pinterest](#)



www.sjrwmd.com/ePermit

From: Alexis Crespo <acrespo@rviplanning.com>
Sent: Thursday, December 12, 2024 6:09 PM
To: Steve Fitzgibbons <SFitzgibbons@sjrwmd.com>; Patrick Murray <pmurray@rviplanning.com>
Cc: DCPexter@commerce.fl.gov; jwebster@cocoafl.gov; lribeiro@cocoafl.gov
Subject: Re: City of Cocoa proposed comprehensive plan amendment 24-01ESR

Thanks! Do you know when the regional supply plan is scheduled for approval?

Alexis Crespo, AICP
Vice President of Planning

RVi Planning + Landscape Architecture
28100 Bonita Grande Drive, Suite 305 • Bonita Springs, FL 34135
239.850.8525 Mobile • 239.405.7777 Main
www.rviplanning.com

From: Steve Fitzgibbons <SFitzgibbons@sjrwmd.com>
Sent: Wednesday, December 11, 2024 11:30:28 AM
To: Alexis Crespo <acrespo@rviplanning.com>; Patrick Murray <pmurray@rviplanning.com>
Cc: DCPexter@commerce.fl.gov <DCPexter@Commerce.fl.gov>; jwebster@cocoafl.gov <jwebster@cocoafl.gov>; lribeiro@cocoafl.gov <lribeiro@cocoafl.gov>
Subject: City of Cocoa proposed comprehensive plan amendment 24-01ESR

Dear Ms. Crespo,

St. Johns River Water Management District (District) staff have reviewed City of Cocoa proposed comprehensive plan amendment 24-01ESR in accordance with the provisions of Chapter 163, *Florida Statutes*. Based upon review of the submitted materials, District staff have no comments on the proposed amendment.

As an informational note, the District would encourage City staff to monitor activities with the Central Florida Water Initiative (CFWI), including efforts related to the development of the 2025 CFWI Regional Water Supply Plan (CFWI RWSP) [<https://www.cfwiwater.com/meetings/>]. Upon approval of the 2025 CFWI RWSP, in accordance with Section 163.3177(6)(c)4, *Florida Statutes*, the City will be required to adopt

an updated Water Supply Facilities Work Plan (WSFWP) and related comprehensive plan amendment within 18 months of approval of the 2025 CFWI RWSP.

If you have any questions or need additional information, please contact me.

Sincerely,
Steve Fitzgibbons

Steven Fitzgibbons, AICP
Intergovernmental Planner
St. Johns River Water Management District
7775 Baymeadows Way, Suite 102
Jacksonville, FL 32256
Office (386) 312-2369
Email: sfitzgib@sjrwmd.com
Website: www.sjrwmd.com
Connect with us: [Newsletter](#), [Facebook](#), [Twitter](#), [Instagram](#), [YouTube](#), [Pinterest](#)



www.sjrwmd.com/ePermit

We value your opinion. Please take a few minutes to share your comments on the service you received from the District by clicking this [link](#)

Notices

- Emails to and from the St. Johns River Water Management District are archived and, unless exempt or confidential by law, are subject to being made available to the public upon request. Users should not have an expectation of confidentiality or privacy. ? Individuals lobbying the District must be registered as lobbyists (§112.3261, Florida Statutes). Details, applicability and the registration form are available at <http://www.sjrwmd.com/lobbyist/>

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- Individuals lobbying the District must be registered as lobbyists (§112.3261, Florida Statutes). Details, applicability and the registration form are available at <http://www.sjrwmd.com/lobbyist/>

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AFFIDAVIT OF PUBLICATION

Lucilene Ribeiro
Attn: Accounting Division
City Of Cocoa (Te)
65 Stone St
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

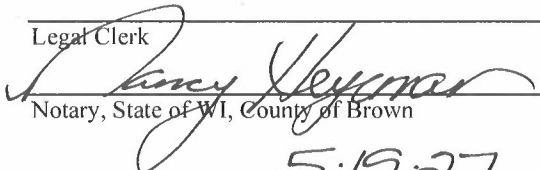
Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

01/02/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 01/02/2025

Legal Clerk



Notary, State of WI, County of Brown

5.19.27

My commission expires

Publication Cost: \$397.37

Tax Amount: \$0.00

Payment Cost: \$397.37

Order No: 10887678

of Copies:

Customer No: 1127247

1

PO #:

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NANCY HEYRMAN
Notary Public
State of Wisconsin

Ad#10887678, 01/02/2025

CITY OF COCOA
NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN
THAT
THE COCOA CITY COUNCIL
PROPOSES TO CONSIDER THE
FOLLOWING:

**PZ 24-00500002 COMPREHENSIVE
PLAN TEXT AMENDMENT ORD
14-2024**

AN ORDINANCE OF THE CITY
COUNCIL OF THE CITY OF
COCOA, BREVARD COUNTY,
FLORIDA, ADOPTING A LARGE
SCALE COMPREHENSIVE PLAN
TEXT AMENDMENT; AMENDING
A POLICY IN THE FUTURE
LAND USE ELEMENT RELATED
TO THE MIXED-USE FUTURE
LAND USE CATEGORY, ESTAB-
LISHING THE AUTHORIZED
USES PERMITTED ON THE
GROUND FLOOR OF A MIXED
USE BUILDING, SUCH MIXED-
USE BUILDINGS BEING ELIGI-
BLE FOR RESIDENTIAL
DENSITY BONUSES GENERALLY
OF AN ADDITIONAL FIVE (5)
DWELLING UNITS PER ACRE
FOR VERTICAL MIXED-USE
BUILDINGS AND UP TO 125
DWELLING UNITS PER ACRE
FOR VERTICAL MIXED-USE
PROJECTS IN THE VERY
LIMITED GEOGRAPHICAL AREA
IDENTIFIED IN POLICY 1.1.2.6
OF THE COMPREHENSIVE PLAN
AND REQUIRING A DEVELOP-
MENT AGREEMENT BY THE
CITY COUNCIL UNDER CERTAIN
TERMS AND CONDITIONS
DEEMED NECESSARY AND
ACCEPTABLE TO THE CITY
COUNCIL; FOR THE REPEAL OF
PRIOR INCONSISTENT ORDI-
NANCES AND RESOLUTIONS,
INCORPORATION INTO THE
COMPREHENSIVE PLAN,
SEVERABILITY, AND AN EFFEC-
TIVE DATE, AND LEGAL STATUS
OF THE PLAN AMENDMENT.

**AND
PZ 24-02100004 PINE GROVE
PARK ZONING MAP AMEND-
MENT ORD 15-2024**

AN ORDINANCE OF THE CITY
COUNCIL OF THE CITY OF
COCOA, BREVARD COUNTY,
FLORIDA, AMENDING THE
OFFICIAL ZONING MAP DESIG-
NATION OF SIXTEEN (16)
PARCELS OF REAL PROPERTY,
TOTALING 8.36 ACRES, MORE OR
LESS, AND GENERALLY
LOCATED ADJACENT TO STATE
ROAD 520 NEAR THE INTERSEC-
TIONS WITH VIRGINIA AVENUE,
RUTH STREET, AND AURORA
STREET, IN COCOA, FLORIDA,
MORE PARTICULARLY
DEPICTED AND DESCRIBED ON
EXHIBIT "A" ATTACHED
HERE TO, FROM BREVARD
COUNTY SINGLE-FAMILY RESI-
DENTIAL (RU-1-9), GENERAL
RETAIL COMMERCIAL (BU-1),
AND RETAIL, WAREHOUSING &
WHOLESALE COMMERCIAL (BU-
2) TO CITY OF COCOA GENERAL
COMMERCIAL (C-G); PROVID-
ING FOR THE REPEAL OF
PRIOR INCONSISTENT ORDI-
NANCES AND RESOLUTIONS,
SEVERABILITY, AND AN EFFEC-
TIVE DATE. TAX PARCEL ID
NUMBERS:

TAX PARCEL ID 24 3632-29-4-1, 115
RUTH ST, COCOA, FL 32922; TAX
PARCEL ID 24 3632-29-4-20, RUTH
ST COCOA FL 32922; TAX PARCEL
ID 24 3632-31-12, 112 VIRGINIA
AVE COCOA FL 32922; TAX
PARCEL ID 24 3632-29-4-5, W 1305
KING ST COCOA FL 32922; TAX
PARCEL ID 24 3632-29-4-21, W 1313
KING ST COCOA FL 32922; TAX
PARCEL ID 24 3632-29-4-4, W 1315
KING ST COCOA FL 32922; TAX
PARCEL ID 24 3632-29-4-3, W 1325
KING ST COCOA FL 32922; TAX
PARCEL ID 24 3632-29-4-2, W 1335
KING ST COCOA FL 32922; TAX
PARCEL ID 24 3632-31-11, W 1343
KING ST COCOA FL 32922; TAX
PARCEL ID 24 3632-31-1, W 1411
KING ST COCOA FL 32922; TAX
PARCEL ID 24 3632-29-5-1, W 1231
KING ST COCOA FL 32922; TAX
PARCEL ID 24 3632-29-5-2, W 1233
KING ST COCOA FL 32922; TAX
PARCEL ID 24 3632-00-276, W KING
ST COCOA FL 32922; TAX PARCEL
ID 24 3632-29-4-6, 111 AURORA ST
COCOA FL 32922; TAX PARCEL ID
24 3632-29-5-3, W 1265 KING ST
COCOA FL 32922; TAX PARCEL ID
24-36-32-28-30, W 1236 KING ST
COCOA FL 32922.

CITY COUNCIL 2nd PUBLIC
HEARING WILL BE HELD ON
January 14, 2025

ALL HEARINGS WILL TAKE
PLACE AT 6:00 P.M. OR SOON
THEREAFTER IN THE
COCOA CITY HALL COUNCIL
CHAMBERS LOCATED AT 65
STONE STREET, COCOA, FL

General Notice Information:
This is a public meeting. Interested
parties are hereby advised that they
may appear at said meeting and be
heard. The facility wherein this
public meeting will be held is acces-
sible 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, Monica Arsenault, at least 48 hours prior to the meeting by telephone at (321) 433-8484 or via email at ,

The City hereby advises the public that if a person decides to appeal any decision made by the BOA, P&Z Board/LPA or 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.

The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:
The public may inspect the agenda items, ordinances, and supporting documents at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451, or on the City's website at the following link prior to the meeting: <https://www.cocofl.gov/291/20338/City-Meetings>

Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocofl.org.

Viewing In Real Time. Interested persons may view and listen to the hearings live at the following internet address:

<https://www.cocofl.gov/291/20338/City-Meetings>

The City is not responsible for technical difficulties that may occur while viewing or listening online.



THE CITY OF COCOA

BUSINESS IMPACT ESTIMATE **PURSUANT TO F.S. 166.041(4)**

This form should be included in the agenda packet with the proposed ordinance to be considered. It must be posted on the City's website by the time notice of the proposed ordinance is published pursuant to Section 166.041(3)(a), Florida Statutes.

City Council Meeting Dates: January 14, 2025

Ordinance Number: 14-2024

Posted To Webpage: January 3, 2025

Comprehensive Plan Amendment – Mixed Use

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; AMENDING A POLICY IN THE FUTURE LAND USE ELEMENT RELATED TO THE MIXED-USE FUTURE LAND USE CATEGORY, ESTABLISHING THE AUTHORIZED USES PERMITTED ON THE GROUND FLOOR OF A MIXED USE BUILDING, SUCH MIXED-USE BUILDINGS BEING ELIGIBLE FOR RESIDENTIAL DENSITY BONUSES GENERALLY OF AN ADDITIONAL FIVE (5) DWELLING UNITS PER ACRE FOR VERTICAL MIXED-USE BUILDINGS AND UP TO 125 DWELLING UNITS PER ACRE FOR VERTICAL MIXED-USE PROJECTS IN THE VERY LIMITED GEOGRAPHICAL AREA IDENTIFIED IN POLICY 1.1.2.6 OF THE COMPREHENSIVE PLAN AND REQUIRING A DEVELOPMENT AGREEMENT BY THE CITY COUNCIL UNDER CERTAIN TERMS AND CONDITIONS DEEMED NECESSARY AND ACCEPTABLE TO THE CITY COUNCIL; FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE, AND LEGAL STATUS OF THE PLAN AMENDMENT.

Parts I-IV below are not required to be completed if the ordinance involves any one of the following types of exemptions. Please check if applicable:

- ☐ 1. Ordinances required for compliance with federal or state law or regulation;
- ☐ 2. Ordinances relating to the issuance or refinancing of debt;

- ☐ 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ 4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;
- ☐ 5. Emergency ordinances;
- ☐ 6. Ordinances relating to procurement; or
- ☐ 7. Ordinances enacted to implement the following:
 - ☐ a. Development orders and development permits, as those terms are defined in Section 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
 - ☐ b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
 - ☐ c. Sections 190.005 and 190.046;
 - ☐ d. Section 553.73, relating to the Florida Building Code; or
 - ☐ e. Section 633.202, relating to the Florida Fire Prevention Code.

Part I.

Summary of the proposed ordinance and statement of public purpose:

(Address the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City of Cocoa.)

This ordinance modifies the permitted uses within the ground floor of mixed-use buildings in the Mixed Use Future Land Use (MU FLU) category of the City of Cocoa Comprehensive Plan. This ordinance relaxes the amount of ground floor space required to be devoted to retail sales, offices, services available to the general public, and restaurants in order to qualify for density bonuses for vertical, mixed-use buildings in the MU FLU category.

Part II.

Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Cocoa: *(fill out subsections a-c as applicable, if not applicable write "not applicable")*

(a) Estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted:

There are no direct compliance costs expected to be incurred by businesses if

this proposed ordinance were to be enacted. Existing fees for development permit applications remain unchanged.

(b) Identification of any new charges or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

There are no new fees on businesses anticipated with the passage of this ordinance.

(c) An estimate of the City of Cocoa's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

— There are no regulatory costs for the City of Cocoa associated with the ordinance. There are no new charges or fees as part of this ordinance.

Part III.

Good faith estimate of the number of businesses likely to be impacted by the ordinance:

The businesses to be impacted are only those who may propose mixed use development under the mixed-use future land use following passage of the ordinance.

Part IV. Additional Information the City Council may find useful (if any):

The ordinance relaxes the amount of ground floor space that must be utilized for certain retail and commercial uses in order to qualify for density bonuses for vertical, mixed use buildings in the MU FLU category. The ordinance provides a new method of calculating the occupiable space that must be devoted to such commercial uses and provides flexibility to property owners in determining the particular street frontage that will be utilized for commercial space as they deem most advantageous. It is anticipated that this ordinance will facilitate and encourage mixed use development, which will be advantageous to both the City in achieving the goals and objectives of the Mixed-Use FLU category and private property owners.

This Business Impact Estimate may be revised following its initial posting.

CITY COUNCIL AGENDA ITEM

Memo Date: 12/17/2024
Agenda Date: 1/14/2025
Prepared By: Samantha Senger, Communications & Economic Development Manager
Through: Stockton Whitten, City Manager
Requested Action: Council approval on the updates to the UpStart Cocoa Minority Small Business Program and Approve a Resolution Amending the FY25 Budget, BAF 25-024-A to roll over funds from FY22-24. This program, established and approved by City Council in 2021, is a small business development grant program designed to foster the growth and development of minority or woman-owned small businesses in the City of Cocoa.

BACKGROUND:

Council approval on the updates to the UpStart Cocoa Minority Small Business Program. This program, established and approved by City Council in 2021, is a small business development grant program designed to foster the growth and development of minority or woman-owned small businesses in the City of Cocoa. The current UpStart Cocoa Review Committee is a committee of community members that assists City Council in reviewing applications for the program and choosing promising candidates for the program. The current committee is made up of the following individuals:

- Tracy Moore, Chair, Diamond Square Community Redevelopment Agency
- Christi Grant, Senior Staff Accountant, City of Cocoa
- Gloria Weatherspoon, Cocoa business owner, Business Coach
- Servola Frazier, Local business owner for organizational development and training
- Kathleen Register, weVENTURE, Business Development and Coaching
- City staff liaisons: Samantha Senger, Connor Williams, and Charlene Neuterman

The current committee met to discuss some challenges experienced over the last few years with the current program and came up with adjustments to the program to see more quality applications. The suggested changes to the program include:

1. Updating throughout the document from Office of Economic Development to Communication and Economic Development Department. This is just a change in Department name.
2. Changing eligible businesses from brand new businesses to any business in Cocoa that is less than three years old with 10 employees or less and any business in Diamond Square area that is less than five years old with 10 employees or less unless the business is relocating into the area. This is to be able to assist a wider range of new businesses. If a business is less than 5 years old, they likely still need assistance with ensuring their success long-term. It also

allows us to reach businesses in the Diamond Square community that already have a location. Many new businesses struggle to find available locations in Diamond Square.

3. Allowing eligible businesses to reapply for the program if they weren't selected after 6 months instead of one year. This allows the applicant to get feedback from the committee and make the needed adjustments and then reapply.
4. Removing the requirement to submit a business plan with the application. Instead, we have added questions to the application that will provide most of the information from a business plan and the businesses will be working with weVENTURE to create a business plan if selected for the program. Much of what we were getting was not helpful, so we broke out pieces of the plan and included it in the application to ensure we were getting good information that would be useful for the committee members.
5. Added the option for eligible reimbursable expenses to include membership in the Space Coast Black Chamber of Commerce and the Hispanic Chamber of Commerce for one year. It previously just had the Cocoa Beach Regional Chamber of Commerce.
6. Added the requirement for each applicant to meet with a representative of the Small Business Development Council (located on the Cocoa campus of Eastern Florida State College) prior to meeting with the committee members. The SBDC representative will help the applicant better prepare for the applicant's meeting with the review committee. Ultimate selection will still be up to the committee.

All other components of the resolution and policy remain.

There are currently four applicants in the program that are completing the weVENTURE business mentoring and education component. We are awaiting their requests for funding and once those are received, they will come before the City Council for approval.

This resolution and policy was approved in 2021 by the City Council. There has been one applicant that has successfully completed the weVENTURE business mentoring and education component and came before Council for expense reimbursement through the grant program and that was Chef's Kitchen. We currently have four approved businesses in the weVENTURE business mentoring and education component. Once that is complete, they will work with their business mentoring team to put together a funding request plan that will be presented to Cocoa City Council and the Diamond Square Board (if needed) for approval.

The requested changes to the resolution and the policy were presented on December 16, 2024 to the Diamond Square Community Redevelopment Agency.

Staff is also requesting approval of the Budget Adjustment to roll over funds budgeted for this program in FY22-24.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

Budgeted? Yes

Source/Use of Funds

Account Number 001-1905-559.83-11 Amount \$12,500

PREVIOUS ACTION:

Original resolution and policy was approved by City Council in 2021.

RECOMMENDED MOTION:

Council approval on the updates to the UpStart Cocoa Minority Small Business Program and Approve a Resolution Amending the FY25 Budget, BAF 25-024-A to roll over funds from FY22-24. This program, established and approved by City Council in 2021, is a small business development grant program designed to foster the growth and development of minority or woman-owned small businesses in the City of Cocoa.

RESOLUTION NO. 2025-002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE UPSTART COCOA MINORITY AND SMALL BUSINESS PROGRAM TO FOSTER THE GROWTH OF SUCH BUSINESSES IN THE CITY OF COCOA AND PROVIDE FORGIVABLE LOANS TO SUCH BUSINESSES; AMENDING AND RESTATING AN UPSTART COCOA MINORITY AND SMALL BUSINESS PROGRAM POLICY; MODIFYING THE COMPOSITION REQUIREMENTS FOR THE UPSTART COCOA REVIEW COMMITTEE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Section 166.021(8), Florida Statutes, the Legislature has found that there is a need to enhance and expand economic activity in the municipalities of this state by attracting and retaining manufacturing development, business enterprise management, and other activities conducive to economic promotion, in order to provide a stronger, more balanced, and stable economy in the state, to enhance and preserve purchasing power and employment opportunities for the residents of this state, and to improve the welfare and competitive position of the state and that it is necessary and in the public interest to facilitate the growth and creation of business enterprises in the municipalities of the state; and

WHEREAS, the Legislature has further concluded that the governing body of a municipality may expend public funds to attract and retain business enterprises, and the use of public funds toward the achievement of such economic development goals constitutes a public purpose, including making grants to private enterprises for the expansion of businesses existing in the community or the attraction of new businesses to the community; and

WHEREAS; the City Council desires to amend the Upstart Cocoa Minority and Small Business Program ("Program") for the purpose of providing business education and forgivable loans to minority small businesses and minority small business entrepreneurs desiring to relocate existing businesses to the City of Cocoa or that have started or will start new businesses within the City of Cocoa; and

WHEREAS, the Program is designed to empower entrepreneurs to succeed in Cocoa, attract and retain minority-owned businesses in the City, contribute to the City's economic vitality by promoting small business, and to cultivate vibrant neighborhoods through diverse businesses in Cocoa; and

WHEREAS, the City Council has determined this Resolution is in the best interests of the City of Cocoa.

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

SECTION 1. Recitals. The foregoing recitals are hereby fully incorporated herein by this reference and are deemed a material part of this Resolution.

SECTION 2. Adoption of Amended Upstart Cocoa Minority and Small Business Program Policy. The Upstart Cocoa Minority and Small Business Program Policy contained and adopted in Resolution 2021-041 is hereby repealed in its entirety and a new, amended and restated Upstart Cocoa Minority and Small Business Program Policy attached hereto and incorporated herein by this reference as “**Exhibit A**” is adopted to establish requirements and procedures relating to applications and application selection, Program eligibility, funding approval, eligible expenses and reimbursement, and other aspects of the Program.

SECTION 3. Status of Resolution 2021-041. All provisions of Resolution 2021-041, creating the Upstart Cocoa Minority and Small Business Program and creating the Upstart Cocoa Review Committee, not expressly modified herein shall remain in full force and effect.

SECTION 4. Composition of the Upstart Cocoa Review Committee. The Committee shall consist of no more than five (5) members and no fewer than three (3) members, which may consist of City of Cocoa staff members and may also include a banking or financial industry representative doing business in the City and a representative of weVenture Women’s Business Center at Florida Institute of Technology’s Bisk College of Business or of a future selected service provider performing business coaching and education services for the Program.

SECTION 5. Staff Resources. The Director of Communications and Economic Development shall serve as staff liaison to the Upstart Cocoa Review Committee. The City Clerk’s office shall provide administrative assistance to the Committee and shall be responsible for noticing meetings, preparing minutes, and archiving public records.

SECTION 6. Conflicts and Severability. Should any section or provision of this resolution, or any portion thereof, any paragraph, sentence or word be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

SECTION 7. Effective date. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 14th day of January 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, CMC, City Clerk

EXHIBIT A

Upstart Cocoa Minority and Small Business Program (Forgivable Loans) Policies, Procedures and Conditions

Purpose

Upstart Cocoa Small Business Forgivable Loans (“Forgivable Loans”) will be provided through the Upstart Cocoa Minority and Small Business Program (“Program”) to promote the growth of women and minority-owned small businesses (collectively, “Minority-Owned Businesses”) throughout the City of Cocoa. Forgivable Loans are provided to select eligible businesses to minority small business owners and entrepreneurs looking to either start a business in the City of Cocoa or relocate an existing business to the City of Cocoa to fund certain eligible expenses. The goal of the Program is to empower entrepreneurs to succeed in Cocoa, attract Minority-Owned Businesses to the City, contribute to the City’s economic vitality by promoting small business, and to cultivate vibrant neighborhoods through diverse businesses in Cocoa. The Program is designed as a forgivable loan program, which may be awarded after successful completion of business coaching and educational training for entrepreneurs offered through the WeVenture Program or another service provider selected by the City. The WeVenture Program is part of the Women’s Business Center at Florida Tech’s Bisk College of Business. Forgivable Loan awards made to Minority-Owned Businesses will encourage relocation to Cocoa and support minority entrepreneurs with skill sets by covering eligible start-up, relocation and marketing expenses as further described herein.

Definitions

Minority-Owned Business – means any small business which is organized to engage in commercial transactions, which is domiciled in Florida, and which is at least 51-percent-owned by minority persons who are members of an insular group that is of a particular racial, ethnic, or gender makeup or national origin, which has been subjected historically to disparate treatment due to identification in and with that group resulting in an underrepresentation of commercial enterprises under the group’s control, and whose management and daily operations are controlled by such persons.

Minority Person - means a lawful, permanent resident of Florida who is:

- (a) An African American, a person having origins in any of the black racial groups of the African Diaspora, regardless of cultural origin.
- (b) A Hispanic American, a person of Spanish or Portuguese culture with origins in Spain, Portugal, Mexico, South America, Central America, or the Caribbean, regardless of race.

(c) An Asian American, a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, including the Hawaiian Islands before 1778.

(d) A Native American, a person who has origins in any of the Indian Tribes of North America before 1835, upon presentation of proper documentation thereof as established by rule of the Department of Management Services.

(e) An American woman.

Small Business - entrepreneurial ventures that are moving to or starting in 1) the City of Cocoa that are less than three (3) years old with 10 employees or less, or 2) the Diamond Square area that are less than five (5) years old with 10 employees or less.

Community Enrichment Element – an act of giving back to the community through the donation of volunteer hours, goods or services. Donations shall be made to a public entity (Cocoa High School, etc.) or a 501c3 providing services to the community of Cocoa.

Overview of Program Structure

The Department of Communications and Economic Development will oversee the Program for both the City of Cocoa and the Diamond Square Redevelopment Agency's [\(CRA\)](#) similar program. Funding is based on budget availability and will be considered based on eligibility, desire to learn, and funding availability. Application submission does not guarantee approval. ~~The Forgivable Loans are funded between \$1,500 and \$10,000 as determined by the City Council.~~ For startup businesses, the minority entrepreneur must obtain at least 10% of startup costs from non-Program related funding sources. Funds shall be provided on a reimbursement basis only. Minority small business owners and entrepreneurs may advance through the Program as follows:

1. Minority small business owners located outside the City and wishing to relocate to the City of Cocoa and minority entrepreneurs desiring to start a business in Cocoa ~~or have an existing new business~~ must submit an application to the Program. This application will require the Applicant to demonstrate need for startup costs, ~~or~~ relocation costs ~~or~~ eligible expenses and comply with application requirements as described further in this Policy.
2. The Upstart Cocoa Review Committee and WeVenture or the City's selected service provider shall review applications and choose promising candidates for the Program. The number of applications selected shall depend on budget availability. Application selection shall occur at a duly noticed public hearing. Applicants shall be required to meet with

a representative of the Small Business Development Council prior to a presentation to the Upstart Cocoa Review Committee.

3. The selected applicants complete business coaching and coursework for approximately a 24-week period with WeVenture or the City's selected service provider. Tuition for the business coaching and coursework will be paid for by the City, but all other expenses, such as mileage and supplies for classes, shall be paid for by the applicant. The objective will be to gain further education regarding topics such as business management, finance and budgeting, marketing, product/service development, and human resources. In addition, the selected applicants will work with WeVenture or the City's service provider to refine or create a business plan appropriate for a start-up business or existing business.
4. At the conclusion of the 24-week period, WeVenture or the City's selected service provider shall provide a funding recommendation to the City's Department of Communications and Economic Development regarding the specific eligible expenses that the City may wish to fund. The Upstart Cocoa Review Committee will make a recommendation to the Cocoa City Council regarding the total award of a Forgivable Loan, based on factors described further in this Policy, including the applicant's performance during the 24-week period and the strength of the refined business plan. The Upstart Cocoa Review Committee's recommendation will be made at a duly noticed public hearing.
5. Should a Forgivable Loan be awarded by the Cocoa City Council, the Minority-Owned Business shall execute all required Program Agreements, which may include a Security Agreement for specific equipment or inventory funded by the City. Thereafter, the Minority-Owned Business may begin to submit reimbursement requests for eligible expenses as described in this Policy up to the Forgivable Loan amount awarded.
6. Minority-Owned Businesses must complete a community enrichment element project or service to "pay back" 25% of the Forgivable Loan amount to the community within three years. After three years of maintaining the business in Cocoa, the loan will be 100% forgiven.

Upstart Cocoa Review Committee

The Upstart Cocoa Review Committee will oversee the review of all applications, recommendations for selection of participants/grantees, funding recommendations to the CRA/City of Cocoa and default procedures. The Committee will meet on an as needed basis. The Upstart Cocoa Review Committee will be comprised of three (3) to five (5) members, which may

include a City staff member from the Department of Communications and Economic Development, and may include a representative of WeVenture (or the City's then-current selected service provider) and/or a banking or financial industry representative doing business in the City, all of which will be appointed by the City Manager or his or her designee.

Eligible Businesses

Each applicant must be a small Minority-Owned Business or minority person entrepreneur of a for-profit, new or relocating small business, which intends to or is located in the City of Cocoa.

Any eating and drinking establishments may be eligible for funding as long as the business derives at least 51% of its gross revenue from the sale of food and/or non-alcoholic drink for consumption on the premises, whether or not the food is cooked on the premises. This may include restaurants, mobile vending, and refreshment stands selling prepared foods for immediate consumption.

The types of businesses that are not eligible for funding under this Program include: social service providers, non-profit agencies, gun shops, agricultural services, liquor stores, medical marijuana and CBD shops, shops that sell drug paraphernalia, pawn shops, bailbond services, tattoo/body piercing parlors, check cashing facilities, adult entertainment facilities, thrift shops, nightclubs and bars, and any business or service deemed illegal or in violation of the City Code.

Existing businesses, that have been in business for more than three (3) years or five (5) years in the Diamond Square CRA, in the City of Cocoa are not eligible for funding. However, minority business owners of existing businesses that have existed for longer than three or five years, as applicable, within the City of Cocoa seeking to start an additional business shall be considered eligible, except as further provided herein. The applicant shall not be eligible for the Upstart Cocoa Program if he/she has received Upstart Cocoa Funding, or other business assistance funding from the CRA or the City of Cocoa within the last three (3) years from the date of the current submittal, except for façade improvement programs. If the applicant has received Upstart Cocoa funding more than three years prior to the date of the current submittal, applicant must have successfully completed the Upstart Cocoa Program and not defaulted in order to be eligible for funding assistance for a second and final time. Completion of the Upstart Cocoa Program means complying with the terms of the Upstart Cocoa agreement during the three-year time period of the agreement ("Program Period"). Applicants who have defaulted on a previous Upstart Cocoa agreement are no longer eligible for the Upstart Cocoa Program. If, after review, an application is administratively rejected by staff or has been denied funding by the review committee, the applicant shall not be eligible to

reapply for the Upstart Cocoa Program for six (6) months from the date of the original submittal.

Each applicant may be entitled to Upstart Cocoa funding for one business during the three-year Program Period. If the applicant is a corporate entity or principal that owns more than one business, the corporate entity or principal shall submit an application for only one business. For example, if a corporate entity owns business A and B, an application can only be submitted for either business A or B, but not both. If the corporate entity is granted funding for business A and successfully completes the Upstart Cocoa Program for the business, the corporate entity may then apply for funding for business B after the three-year Program Period has elapsed. In addition, use of the Upstart Cocoa funds cannot be transferred to another business owned by the corporate entity or principal for which an application was not submitted. For example, if a corporate entity owns businesses A and B and submitted an application for business A, any funding assistance granted for business A cannot be given to or used for business B.

Application Criteria

Grant applications will be reviewed for completeness, compliance with Program criteria and deemed acceptable by the Upstart Cocoa Review Committee. Businesses that do not comply with the Program criteria and conditions will not be eligible for funding. All members of the entity applying for the Program must sign the forgivable loan application.

Formal applications will be made on the Upstart Cocoa Application. Applications will be reviewed and selected by the Upstart Cocoa Review Committee. Applicants are required to submit a resume, two years of tax returns for both business and/or personal (relocating businesses), and a lease agreement or letter of intent to lease, along with any other requested documents in the application. If the applicant owns the property, then proof of ownership and mortgage information must be provided.

The Program Manager will conduct due diligence as may be appropriate, including researching public records for any liens, lawsuits, or complaints filed against the applicant or the business entity.

Falsifications and omissions on the application may result in administrative rejection of the application.

Forgivable Loan Approval Procedure and Program Participation

The Upstart Cocoa Review Committee will make recommendations to the City Council regarding funding following completion of the approximately 24-week

education period. The amount of any forgivable loan shall be determined by the City Council in its sole discretion, based on the following general factors:

- The estimated cost of proposed eligible expenses
- Strength of the business plan
- Evaluations of applicant performance in the WeVenture Program or similar program
- Potential economic and fiscal impact of the proposed business on the City of Cocoa
- Location of the proposed business and whether it will be home-based
- External funding available to the applicant

After a Forgivable Loan is awarded by the City Council, the City Council will enter into an Upstart Cocoa Program Agreement with the applicant (hereinafter referred as the “grantee”), which contains terms and conditions to receiving funding, as well as provisions should the grantee fail to meet the terms of the Upstart Cocoa Agreement.

Conditions included in the Upstart Cocoa Agreement may include, but are not limited to:

- Grantee shall remain open for business at a City of Cocoa location for a period of at least three years. Funding shall be expended and reimbursed within one (1) year of the effective date of the Agreement.
- Grantees not yet open for business must be open for business and begin to provide services or products to the general public within six (6) months of the effective date of the Agreement.
- Business must submit annual reports to the Department of Communications and Economic Development.
- Grantee shall provide and complete a Community Enrichment Element prior to the end of the third year.
- Grantee shall display the Upstart Cocoa logo, as provided by the City, on the front main entrance door of the business.
- Businesses that relocate outside of the City prior to loan forgiveness will be required to repay the loan in full.
- Existing business owners must possess a current City of Cocoa Business Tax Receipt. New business owners must obtain a City of Cocoa Business Tax Receipt within 90 days of agreement execution.

The City may also require the grantee to enter into a Security Agreement to secure the specific capital equipment or inventory funded by the City through the Forgivable Loan.

Grantees will also be required to invest in the project for which funding is requested in an amount of at least 10 percent (10%) of the cost of the items approved for funding.

All grantees must be in compliance with applicable City codes, policies and ordinances and current on federal, state and local taxes. Grantees who are approved for financial assistance for lease costs (rent abatement) must secure a minimum of a one-year lease, with an option to renew for two additional one-year terms, in the City of Cocoa.

All grantees who will utilize a mobile vending model will need to commit to required hours, percentages of sales, and other conditions as required by the City's Director of Communications and Economic Development in the City of Cocoa area.

Once a grantee received funding under the Program, he or she may not apply for other business assistance programs from the CRA/City of Cocoa, except for façade improvement programs, for a period of three years. The Program Manager will remain actively involved with the grantees via site visits or yearly meetings.

Eligible Expenses and Reimbursement Procedures

The program provides financial assistance for the following on a reimbursement basis:

- Start-up expenses or relocation expenses, which may include, but are not limited to:
 - Rent subsidy for a period not to exceed 3 months. During this period rent payments may gradually decrease in increments to be determined by available funds. Rent subsidy includes only the base rent amount and common area maintenance. Home-based businesses do not qualify for rental subsidies.
 - City fees (i.e. utility deposits, permitting fees, Business Tax Receipt fees)
 - Inventory expenses generally not to exceed 25% of the loan amount.
 - Marketing Expenses, which may include marketing campaigns for goods and services, advertising in local papers and on websites, the use of outside marketing firm to design websites, and signage, with the total amount for Marketing Expenses generally not to exceed 25% of the loan amount.
 - Moving expenses for large equipment and furniture
 - Capital equipment purchases of at least \$1,000 necessary to operate the primary functions of the business

- One Year Membership to the Cocoa Beach Regional Chamber of Commerce and/or Space Coast Black Chamber of Commerce, and/or Hispanic Chamber of Commerce
- Other expenses as recommended by WeVenture or the City's selected service provider.

To be reimbursed, the Grantee must provide to the Department of Communications and Economic Development paid receipts from laborers, suppliers, materialmen, contractors, and subcontractors. The receipts must include the following information:

- Name, address, and telephone number of laborer, supplier, materialmen, contractor, and subcontractor performing work or supplying material or of landlord receiving rent payments;
- Date of work or material provided;
- Itemized description of work provided (e.g., who performed the work, how many hours involved, charge for work, type of work performed) or material supplied (e.g., number of gallons of paint, quantity and measurements for each new dome style awning, feet of fence installed, description of LED wall pack) or identification of property and premises for which rent has been paid;
- Itemized cost of work performed or material supplied;
- Statement signed by landlord, laborer, supplier, materialmen, contractor or subcontractor that the amount billed has been paid by the Grantee
- For proof of payment to any contractors/subcontractors, a copy of the Grantee's cancelled check with the proof of payment receipt

Payment is made to the grantee on a reimbursement basis. The grantee must submit invoices with original receipts to the Program Manager for items and services purchased in accordance with the terms of the Forgivable Loan Agreement and this Policy. The expenses will only be reimbursed for items and services purchased after the effective date of the Forgivable Loan Agreement, unless the City Council approves otherwise. If rent abatement has been awarded, payments will be made to the grantee upon proof of payment to the landlord for each month that is specified in the Forgivable Loan Agreement not to exceed three (3) months. All payments will be made to the grantee approximately thirty (30) days from the date of receipt of the requisite documentation. The Program Manager will establish the necessary administrative procedures for processing payment.

Funding provided through the Upstart Cocoa Program will be treated as a deferred loan, whereby no interest will accrue upon the principal of the total loan amount and payment to the City Council is deferred for a three (3) year period. At the end of the three-year period, the loan will be forgiven in its entirety on the condition that the grantee is in compliance with the terms and conditions of the Forgivable Loan Agreement and this Policy.

Default

If the grantee fails to comply with one of the conditions to receiving funds under the Upstart Cocoa Agreement, the Program Manager will contact the grantee in an effort to determine the reason for the noncompliance. Without compromising the integrity of the program, the Program Manager shall attempt to accommodate legitimate and substantiated problems being faced by the grantee. If a suspected default or breach occurs, as defined in the Forgivable Loan Agreements, the Program Manager will first contact the grantee in an effort to verify the occurrence of a default and determine the reason for the default. If the Program Manager is not successful in contacting the grantee, he/she will inform the City's Attorney of the suspected default. Once the City's Attorney confirms the default, the Manager will cease further payments to the grantee and instruct the City Attorney to send a letter, notifying the grantee of the default and demanding either the grantee cure the default or reimburse the City of Cocoa. The letter will also instruct the grantee to contact the Program Manager to further discuss the matter. If the grantee fails to respond to the demand letter, fails to cure the default or reimburse the City the stated amount, or proposes a settlement, the Program Manager will coordinate a meeting of the Upstart Cocoa Review Committee. The Program Manager will send a letter to the grantee notifying him/her of the date and time of the meeting.

The Upstart Cocoa Review Committee will meet on an as-needed basis and will make recommendations to the City Council regarding the appropriate action to take with regard to seeking reimbursement of funds already paid to the grantee, including, but not limited to: (1) recommending that the City Attorney's Office initiate litigation in the event the grantee fails to respond to the demand letter or refuses to reimburse the /City of Cocoa; (2) recommending mediation or other alternative dispute resolution actions; (3) recommending terms of a mutually agreeable settlement in the event the grantee proposes a payment schedule; or (4) recommending no further collection action and termination of the Agreement. The Committee's recommendation will be reported to the City Council for final approval.

Disclosures

The City expressly reserves the right to reject any and all applications or to request additional information from any and all applicants and grantees. The City retains the right to amend this Policy and any supporting documents, including the Forgivable Loan Agreement documents. The City also retains the right to advertise and promote businesses that receive Program funds.



City of Cocoa Budget Adjustment Form FY 25 - 024-A

SELECT ADJUSTMENT TYPE: Budget Amendment

REQUESTING DEPARTMENT #: 1905

DATE PREPARED: 1/8/25

'From' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
\$ 22,500	001-0000-389.99-50		General Fund Balance			\$ 22,500	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
\$ 22,500	TOTAL						

'To' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
\$ 22,500	001-1905-559.83-11		Upstart Cocoa Program			\$ 22,500	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
\$ 22,500	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Rolling over funds budgeted in FY22, 23, and 24 to the FY25 budget for the UpStart Cocoa program. Agenda 24-243.

City Council Approval Needed?

Yes.



No.



DATE APPROVED: 1/14/25

RESOLUTION #: 2025-002

City Council approval is needed for all transfers greater than \$75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

Samantha Senger
Digitally signed by Samantha Senger
Date: 2025.01.08 10:22:50 -05'00'

Requestor's Signature

Lora Howell
Digitally signed by Lora Howell
Date: 2025.01.09 09:31:01 -05'00'

Finance Approval Signature

Finance Director's Signature

Samantha Senger
Digitally signed by Samantha Senger
Date: 2025.01.09 09:09:53 -05'00'

Department Director's Signature

Lora Howell
Digitally signed by Lora Howell
Date: 2025.01.09 09:31:20 -05'00'

Deputy Fin. Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered:

Entered By:

Group #:

UpStart Cocoa Budget Allocation

	FY21	FY22	FY23	FY24	FY25	FY26
Budget						
Business Training		\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Loan Funding		\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 15,000
Expense						
<i>Business Training</i>						
M.Blackwell (Chef's Kitchen)	\$ 2,500					
A. Romero (not completed)			\$ 2,500			
C. Scott (not completed)			\$ 2,500			
W. Frazier (Brevard Shoe Closet)					\$ 2,500	
T. Perez (Quiet Waters)					\$ 2,500	
New Awardees					\$ 5,000	\$ 5,000
Total	\$ 2,500	\$ -	\$ 5,000	\$ -	\$ 10,000	\$ 5,000
<i>Loan Funding</i>						
M.Blackwell (Chef's Kitchen)		\$ 7,500				
W. Frazier (Brevard Shoe Closet)					\$ 7,500	
T. Perez (Quiet Waters)					\$ 7,500	
New Awardees						\$ 15,000
Total	\$ -	\$ 7,500	\$ -	\$ -	\$ 15,000	\$ 15,000
Balance to roll over	\$ (2,500)	\$ 5,000	\$ 7,500	\$ 12,500	\$ (12,500)	\$ -
Available balance	\$ (2,500)	\$ 2,500	\$ 10,000	\$ 22,500	\$ 10,000	\$ 10,000

CITY COUNCIL AGENDA ITEM

Memo Date: 01/06/2025
Agenda Date: 1/14/2025
Prepared By: Tammy Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action: Consideration of the 2025 City Council meeting date additions and cancellations.

BACKGROUND:

At the beginning of each calendar year, City Council meeting dates and other various workshops, cancellations, etc. are looked into so that these items can be placed on calendars and information is disseminated in time for staff and the community to plan for such events.

Section 2-51(c), of the City Code states the procedures for setting and cancelling Council Meetings. The regular City Council Meetings shall be held every second and fourth Tuesday of each month. Changes to the meeting schedule may be made by majority vote. Special Meetings may be called by the Mayor or the City Manager from time-to-time as may be required.

Below is a list of meetings that are either being requested to cancel or to added to the calendar for 2025:

- Schedule Council Priorities Workshops for February 18 and March 4, 2025, 5:00 p.m.
- Cancel the City Council meeting on March 11, 2025. Mayor Blake will be traveling for the NLC on March 10-12, 2025.
- Schedule a Special City Council Meeting on Tuesday, June 3, 2025 to finalize the Budget recommendation. This would be the only City Council meeting in June and would be for pertinent items only.
- Cancel all June Regular City Council and Board Meetings to give Staff the opportunity to travel and rest without any meetings scheduled. Some boards may still need to meet, so those will be scheduled or cancelled on a case by case basis.
- Schedule a Special Meeting in July 2025 (TBD) for Stantec Revenue Sufficiency Reports/Utilities/Stormwater Rates.
- Schedule a State of the City Meeting on Tuesday, October 14, 2025 at 5:30 p.m. This will be held at the Civic Center or a site to be determined by the Council. Each District will be highlighted.
- Reschedule the City Council Meeting on November 11, 2025 to Tuesday, November 18, 2025 due to Veteran's Day. November 18, 2025 is the third Tuesday of the month and would allow Finance to add their end-of-year budgetary items to this agenda. This would be the only meeting in November due

to both the Veteran's Day holiday and the Thanksgiving holidays.

- Cancel the City Council Meeting on November 25, 2025, due to the holidays.
This cancellation is done on an annual basis.
- Cancel the City Council Meeting on December 23, 2025, due to the holidays.
This cancellation is done on an annual basis.

The Special Meeting dates being requested are subject to change based on availability and necessity. Once this item is approved the Clerk's Office will place on Council's and Staff's calendars.

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

Budgeted? N/A

PREVIOUS ACTION:

This is done on an annual basis.

RECOMMENDED MOTION:

Consideration of the 2025 City Council meeting date additions and cancellations.

CITY COUNCIL AGENDA ITEM

Memo Date: 12/12/2024
Agenda Date: 1/14/2025
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, Finance Director
Requested Action: Approve Entering into two new Brevard County Multi-Year, Interlocal Agreements, for the Billing of Fire and Stormwater Assessments due to an increase in the rate and Authorize the City Manager to sign both Agreements. Allow the City Manager to sign future Interlocal Agreements with Brevard County Property Appraisers for the Billing of Fire and Stormwater Assessments due to rate increases within the City Managers Signing Authority.

BACKGROUND:

The City of Cocoa utilizes the Brevard County Property Appraisers Office for billing services related to the two Non-Ad Valorem Assessments Fire and Stormwater, on the annual tax bills. Brevard County Property Appraisers Office had a rate increase tax year 2024 and the old rate of .50 a bill has been increased to .60 a bill. These multi-year agreements are renewed in perpetuity, with a termination clause due January 1st of the succeeding year.

Staff requests City Council allow the City Manager to sign the Interlocal Agreements for both Fire and Stormwater Assessments.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

Budgeted? Yes

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

FY2025 Fire Assessment Fees
Account Number 001-2201-522.34-00
Amount \$6,606

FY2025 Stormwater Assessment Fees
Account Number 423-3570-538-34-00
Amount \$5,500

All billing fees for the assessments are included with the adoption of each year's annual budget.

PREVIOUS ACTION:

The Original Interlocals between the Brevard County Property Appraisors and the City of Cocoa, for the billing of Fire and Stormwater Assessments was in:

Fire Assessment: May 2016

Stormwater Assessment: June 2019

RECOMMENDED MOTION:

Approve Entering into two new Brevard County Multi-Year, Interlocal Agreements, for the Billing of Fire and Stormwater Assessments due to an increase in the rate and Authorize the City Manager to sign both Agreements. Allow the City Manager to sign future Interlocal Agreements with Brevard County Property Appraisers for the Billing of Fire and Stormwater Assessments due to rate increases within the City Managers Signing Authority.

AGREEMENT

Between

BREVARD COUNTY PROPERTY APPRAISER

And

City of Cocoa

For

NON-AD VALOREM FIRE ASSESSMENTS

An AGREEMENT made this 12th day of December 2024, between Dana Blickley, CFA, acting in her capacity as the Brevard County Property Appraiser ("Property Appraiser"), and the City of Cocoa, located in Brevard County.

WITNESSETH:

WHEREAS, City of Cocoa adopted the uniform method of levying and collecting non-ad valorem Fire assessments ("assessments"), pursuant to Section 197.3632, Florida Statutes, for the tax year 2025 and each succeeding year until this agreement is terminated pursuant to Paragraph 10 below.

WHEREAS, City of Cocoa notified the Property Appraiser of said election to utilize the uniform method of collecting non-ad valorem assessments for one or more annual special assessments adopted by the District in compliance with the notice requirements of Section 197.3632, Florida Statutes; and

WHEREAS, pursuant to Section 197.3632(2), Florida Statutes, in order to accomplish that intent, City of Cocoa is required to enter into a written agreement with the Property Appraiser regarding the method of reimbursement of necessary administrative costs incurred in effecting the uniform method of tax collection; and

WHEREAS, the parties hereto desire to enter into said written agreement as stated in section 197.3632, Florida Statutes; and

NOW THEREFORE, in consideration of the mutual promises, premises, covenants and conditions herein, it is hereby mutually agreed between the parties as follows:

1. The Property Appraiser agrees to perform the following services for City of Cocoa:
 - a) Create a Non-Ad Valorem Assessment Roll for City of Cocoa continuing in the 2025 tax year and each succeeding year until this agreement is terminated by either of the parties pursuant to Paragraph 10 below, using data provided annually to the

Property Appraiser by City of Cocoa per the attached Calendar for Implementation of Non-Ad Valorem Assessment.

- b) Provide City of Cocoa with an annual data file in a compatible format that contains owner information and a preliminary estimate of each type of property within City of Cocoa (e.g., single family residential, vacant land, condominium, etc.) for City of Cocoa's planning purposes in establishing its non-ad valorem assessments.
 - c) Receive from City of Cocoa its non-ad valorem assessment levy for each type of property and extend that amount against each parcel of real property within City of Cocoa.
 - d) Deliver City of Cocoa's Uniform Non-Ad Valorem Assessment Roll to the Brevard County Tax Collector's Office so that the tax bills mailed on or about November 1 will include the amount for City of Cocoa's non-ad valorem assessment levies.
- 2) City of Cocoa agrees to perform the following acts in connection with this agreement:
- a) Advise the property owners within City of Cocoa in an appropriate and lawful manner of City of Cocoa's intention to utilize the uniform non-ad valorem assessment method described in Sections 197.3631 through 197.3635, Florida Statutes, and carry out its responsibilities under said sections.
 - b) Timely provide the Property Appraiser with information required to prepare the Uniform Non-Ad Valorem Assessment Roll pursuant to the Calendar for Implementation of any Non-Ad Valorem Assessments levied by the City of Cocoa.
 - c) Advise the property owners within City of Cocoa as appropriate that the Property Appraiser's office is acting in a ministerial capacity for City of Cocoa in connection with the non-ad valorem assessments levied by the City of Cocoa.
 - d) Provide and pay for the legal defense of the Property Appraiser for any litigation arising out of, or related to, the levy and/or collection of any non-ad valorem assessments by City of Cocoa provided that City of Cocoa shall do so with its own attorneys and only to the extent that the litigation arises from the negligence or wrong doing of City of Cocoa. City of Cocoa's liability hereunder shall not exceed the waiver of immunity afforded City of Cocoa by statutory construction including, but not limited to, the provisions set forth in Section 768.28, Florida Statutes.
- 3) The parties understand that the Property Appraiser shall not warrant either the legal efficacy or validity of any levies made by City of Cocoa as non-ad valorem assessments, or the correctness of the amount of levy or charge imposed against any parcel or parcels of real property subject to such levy. All requests of claims made by any affected property owner for correction of errors shall be processed by City of Cocoa. Further, any errors made in the amount of the levy, or in the manner of said levy, or any other error associated with the levy of non-ad valorem assessments by City of Cocoa, shall be

- processed and corrected by the City of Cocoa subject to any agreements with other governmental agencies or officials.
- 4) Within 30 days of invoice, the Property Appraiser shall be compensated by City of Cocoa for all administrative costs incurred in carrying out this agreement at the rate of \$0.60 per parcel. The parties understand this rate per parcel does not include any amount for extraordinary programming or other services required by City of Cocoa. For purposes of this agreement, "extraordinary programming" shall mean the creation of customized computer programs, assessment calculation routines or creation of data not normally used by the Property Appraiser. The parties acknowledge that the use of extraordinary programs or creation of data not normally used by the Property Appraiser is not anticipated. However, in the event that the use of extraordinary programming or creation of such data is required, the Property Appraiser shall estimate the cost of such programming or creation of such data and inform City of Cocoa of such cost in writing in advance. The Property Appraiser will not engage in such extraordinary programming nor create such data without prior written approval from City of Cocoa.
 - 5) The specific duties to be performed under this agreement and their respective timeframes are contained in Attachment A, which is incorporated herein by reference.
 - 6) This agreement constitutes the entire agreement of the parties and can only be modified in writing. If the Property Appraiser or City of Cocoa determine this Agreement needs modification, said modification must be in writing, signed by both parties, and entered into prior to January 1st of the tax year in which such modification is to become effective.
 - 7) This agreement is governed by and construed in accordance with Florida law. Any and all legal action necessary to enforce this agreement will be held in Brevard County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy.
 - 8) All parts of this Agreement not held unenforceable for any reason shall be given full force and effect.
 - 9) All communications required by this agreement shall be in writing and sent by first class mail or email to the other party.

Notices to City of Cocoa shall be addressed to:

Attention: Stockton Whitten
City of Cocoa
65 Stone St
Cocoa, Florida 32922
(321) 433-8800
Email address: swhitten@cocoafl.org

Notices to the Property Appraiser shall be addressed to:

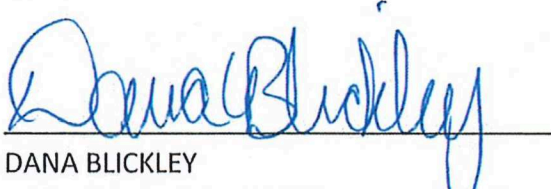
Dana Blickley, CFA
Brevard County Property Appraiser
400 South Street, 5th Floor
Titusville, FL 32780
Phone: 321-264-6700
Email: appraiser@bcpao.us

- 10) This Agreement may be terminated by either party upon written notice by the terminating party to the other party, providing for termination for the succeeding year. Such notice shall be sent no later than January 1 of the succeeding year. Property Appraiser will perform no further work after the written termination notice is received. If any work is in progress at the time of notice of termination, any and all work, documents, reports, non-ad valorem assessment rolls prepared up to the date of termination shall be submitted to City of Cocoa.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the
say and year first above written.

BREVARD COUNTY PROPERTY APPRAISERS
OFFICE

CITY OF COCOA



DANA BLICKLEY

BREVARD COUNTY PROPERTY APPRAISER

NAME: _____

TITLE: _____

ATTACHMENT "A"

Calendar for Implementation of Non-Ad Valorem Assessment

TASK TO BE PERFORMED ON AN ANNUAL BASIS	DUE DATE
1. Property Appraiser to provide the City of Cocoa with an electronic file that includes owner name, property address and parcel ID, property classifications and acreage. Note: The file shall be in a text or MS Excel file format and shall include a file layout of all data fields, as well as a description of all codes.	On or prior to June 1
2. City of Cocoa reviews assessment data (unit counts, square footage amounts, property classifications, etc.) provided by the Property Appraiser for accuracy, and notifies the Property Appraiser of any corrections.	From June 1 to July 31
3. In conformance with Fla. Stat. 197.3632, City of Cocoa certifies the final non-ad valorem assessment rates and, provide the Property Appraiser with a certified copy of the resolution adopting the rates.	Within 3 days of adoption of the final resolution.
4. Property Appraiser delivers City of Cocoa's non-ad valorem assessment rolls to the Brevard County Tax Collector.	At the time of ad valorem tax roll certification

AGREEMENT

Between

BREVARD COUNTY PROPERTY APPRAISER

And

City of Cocoa

For

NON-AD VALOREM STORMWATER ASSESSMENTS

An AGREEMENT made this 12th day of December 2024, between Dana Blickley, CFA, acting in her capacity as the Brevard County Property Appraiser ("Property Appraiser"), and the City of Cocoa, located in Brevard County.

WITNESSETH:

WHEREAS, City of Cocoa adopted the uniform method of levying and collecting non-ad valorem stormwater assessments ("assessments"), pursuant to Section 197.3632, Florida Statutes, for the tax year 2025 and each succeeding year until this agreement is terminated pursuant to Paragraph 10 below.

WHEREAS, City of Cocoa notified the Property Appraiser of said election to utilize the uniform method of collecting non-ad valorem assessments for one or more annual special assessments adopted by the District in compliance with the notice requirements of Section 197.3632, Florida Statutes; and

WHEREAS, pursuant to Section 197.3632(2), Florida Statutes, in order to accomplish that intent, City of Cocoa is required to enter into a written agreement with the Property Appraiser regarding the method of reimbursement of necessary administrative costs incurred in effecting the uniform method of tax collection; and

WHEREAS, the parties hereto desire to enter into said written agreement as stated in section 197.3632, Florida Statutes; and

NOW THEREFORE, in consideration of the mutual promises, premises, covenants and conditions herein, it is hereby mutually agreed between the parties as follows:

1. The Property Appraiser agrees to perform the following services for City of Cocoa:
 - a) Create a Non-Ad Valorem Assessment Roll for City of Cocoa continuing in the 2025 tax year and each succeeding year until this agreement is terminated by either of the parties pursuant to Paragraph 10 below, using data provided annually to the

Property Appraiser by City of Cocoa per the attached Calendar for Implementation of Non-Ad Valorem Assessment.

- b) Provide City of Cocoa with an annual data file in a compatible format that contains owner information and a preliminary estimate of each type of property within City of Cocoa (e.g., single family residential, vacant land, condominium, etc.) for City of Cocoa's planning purposes in establishing its non-ad valorem assessments.
 - c) Receive from City of Cocoa its non-ad valorem assessment levy for each type of property and extend that amount against each parcel of real property within City of Cocoa.
 - d) Deliver City of Cocoa's Uniform Non-Ad Valorem Assessment Roll to the Brevard County Tax Collector's Office so that the tax bills mailed on or about November 1 will include the amount for City of Cocoa's non-ad valorem assessment levies.
- 2) City of Cocoa agrees to perform the following acts in connection with this agreement:
- a) Advise the property owners within City of Cocoa in an appropriate and lawful manner of City of Cocoa's intention to utilize the uniform non-ad valorem assessment method described in Sections 197.3631 through 197.3635, Florida Statutes, and carry out its responsibilities under said sections.
 - b) Timely provide the Property Appraiser with information required to prepare the Uniform Non-Ad Valorem Assessment Roll pursuant to the Calendar for Implementation of any Non-Ad Valorem Assessments levied by the City of Cocoa.
 - c) Advise the property owners within City of Cocoa as appropriate that the Property Appraiser's office is acting in a ministerial capacity for City of Cocoa in connection with the non-ad valorem assessments levied by the City of Cocoa.
 - d) Provide and pay for the legal defense of the Property Appraiser for any litigation arising out of, or related to, the levy and/or collection of any non-ad valorem assessments by City of Cocoa provided that City of Cocoa shall do so with its own attorneys and only to the extent that the litigation arises from the negligence or wrong doing of City of Cocoa. City of Cocoa's liability hereunder shall not exceed the waiver of immunity afforded City of Cocoa by statutory construction including, but not limited to, the provisions set forth in Section 768.28, Florida Statutes.
- 3) The parties understand that the Property Appraiser shall not warrant either the legal efficacy or validity of any levies made by City of Cocoa as non-ad valorem assessments, or the correctness of the amount of levy or charge imposed against any parcel or parcels of real property subject to such levy. All requests of claims made by any affected property owner for correction of errors shall be processed by City of Cocoa. Further, any errors made in the amount of the levy, or in the manner of said levy, or any other error associated with the levy of non-ad valorem assessments by City of Cocoa, shall be

processed and corrected by the City of Cocoa subject to any agreements with other governmental agencies or officials.

- 4) Within 30 days of invoice, the Property Appraiser shall be compensated by City of Cocoa for all administrative costs incurred in carrying out this agreement at the rate of \$0.60 per parcel. The parties understand this rate per parcel does not include any amount for extraordinary programming or other services required by City of Cocoa. For purposes of this agreement, "extraordinary programming" shall mean the creation of customized computer programs, assessment calculation routines or creation of data not normally used by the Property Appraiser. The parties acknowledge that the use of extraordinary programs or creation of data not normally used by the Property Appraiser is not anticipated. However, in the event that the use of extraordinary programming or creation of such data is required, the Property Appraiser shall estimate the cost of such programming or creation of such data and inform City of Cocoa of such cost in writing in advance. The Property Appraiser will not engage in such extraordinary programming nor creation of such data without prior written approval from City of Cocoa.
- 5) The specific duties to be performed under this agreement and their respective timeframes are contained in Attachment A, which is incorporated herein by reference.
- 6) This agreement constitutes the entire agreement of the parties and can only be modified in writing. If the Property Appraiser or City of Cocoa determine this Agreement needs modification, said modification must be in writing, signed by both parties, and entered into prior to January 1st of the tax year in which such modification is to become effective.
- 7) This agreement is governed by and construed in accordance with Florida law. Any and all legal action necessary to enforce this agreement will be held in Brevard County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy.
- 8) All parts of this Agreement not held unenforceable for any reason shall be given full force and effect.
- 9) All communications required by this agreement shall be in writing and sent by first class mail or email to the other party.

Notices to City of Cocoa shall be addressed to:

Attention: Stockton Whitten
City of Cocoa
65 Stone St
Cocoa, Florida 32922
(321) 433-8800
Email address: swhitten@cocoafl.org

Notices to the Property Appraiser shall be addressed to:

Dana Blickley, CFA
Brevard County Property Appraiser
400 South Street, 5th Floor
Titusville, FL 32780
Phone: 321-264-6700
Email: appraiser@bcpao.us

- 10) This Agreement may be terminated by either party upon written notice by the terminating party to the other party, providing for termination for the succeeding year. Such notice shall be sent no later than January 1 of the succeeding year. Property Appraiser will perform no further work after the written termination notice is received. If any work is in progress at the time of notice of termination, any and all work, documents, reports, non-ad valorem assessment rolls prepared up to the date of termination shall be submitted to City of Cocoa.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the
say and year first above written.

BREVARD COUNTY PROPERTY APPRAISERS
OFFICE

CITY OF COCOA



DANA BLICKLEY

BREVARD COUNTY PROPERTY APPRAISER

NAME: _____

TITLE: _____

ATTACHMENT "A"

Calendar for Implementation of Non-Ad Valorem Assessment

TASK TO BE PERFORMED ON AN ANNUAL BASIS	DUE DATE
1. Property Appraiser to provide the City of Cocoa with an electronic file that includes owner name, property address and parcel ID, property classifications and acreage. Note: The file shall be in a text or MS Excel file format and shall include a file layout of all data fields, as well as a description of all codes.	On or prior to June 1
2. City of Cocoa reviews assessment data (unit counts, square footage amounts, property classifications, etc.) provided by the Property Appraiser for accuracy, and notifies the Property Appraiser of any corrections.	From June 1 to July 31
3. In conformance with Fla. Stat. 197.3632, City of Cocoa certifies the final non-ad valorem assessment rates and, provide the Property Appraiser with a certified copy of the resolution adopting the rates.	Within 3 days of adoption of the final resolution.
4. Property Appraiser delivers City of Cocoa's non-ad valorem assessment rolls to the Brevard County Tax Collector.	At the time of ad valorem tax roll certification

CITY COUNCIL AGENDA ITEM

Memo Date: 12/13/2024
Agenda Date: 1/14/2025
Prepared By: Zoie Badalov
Through: Rebecca Bowman, Finance Director
Stockton Whitten, City Manager
Requested Action: Informational Item Only

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 2025 thru November 30th, 2024.

Section 5. - Appropriations.

(a) Appropriations for expenditures shall be established by the budget, and from the effective date of the budget the several amounts stated therein as proposed expenditures shall be and become appropriated to the several objects and purposes set forth in the budget.

(b) At any time during the fiscal year the city council may by resolution transfer part or all of the unencumbered appropriation balance from one department or major organizational unit to the appropriation for other departments or major organizational units. The city manager may transfer part or all of any unencumbered appropriation balances among programs within a department or organizational unit and shall report such transfers to the city council in writing in a timely manner. The monetary amount of the city manager's transfer authority shall be established by the city council by resolution.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only

**FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 11/30/2024**

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
11/12/2024	001-0000-331.20-29	\$416	ENC/BUDADJ PO ROLL	399
	001-0000-334.50-55	\$60,781		
	001-0000-334.70-11	\$134,764		
	001-0000-389.99-50	\$4,213,584		
11/19/2024	001-0000-389.90-00	\$1,199,955	TEMP AFB PUMPER TRUCK RESOLUTION# 2024-105	
11/20/2024	001-0000-331.20-31	\$13,263	FY25 BPV GRANT RESOLUTION# 2024-104	
	001-0000-389.99-50	(\$13,263)		
11/30/2024	001-0000-381.91-10	(\$800)	13) CRA POLICE DETAIL OCT-NOV CLEANUP	
	001-0000-389.90-00	\$800		
4	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$5,609,500
4	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	GENERAL FUND	\$5,609,500
11/12/2024	104-0000-389.99-50	\$53,880	ENC/BUDADJ PO ROLL	399
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$53,880
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	BREVARD COUNTY HOME	\$53,880
11/12/2024	105-0000-389.99-10	\$3,575	ENC/BUDADJ PO ROLL	399
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$3,575
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	SHIP/COCOA HOUSING TRUST	\$3,575

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 11/30/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
11/12/2024	107-0000-389.99-50	\$17,616	ENC/BUDADJ PO ROLL	399
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$17,616
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	BUILDING PERMITS	\$17,616
11/12/2024	110-0000-389.99-50	\$76,779	ENC/BUDADJ PO ROLL	399
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$76,779
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	CRA COCOA RDA	\$76,779
11/12/2024	111-0000-389.99-50	\$52,991	ENC/BUDADJ PO ROLL	399
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$52,991
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	CRA DIAMOND SQUARE 626	\$52,991
11/12/2024	130-0000-331.90-02	\$279,022	ENC/BUDADJ PO ROLL	399
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$279,022
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	AMERICAN RESCUE PLAN FUND	\$279,022
10/14/2024	143-0000-389.99-50	\$6,825	EXPEND FEDERAL FORFEITURE RESOLUTION #: 24-096	123
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$6,825
1	Total Budget	Total Budget	FEDERAL FORFEITURE FUND	\$6,825

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 11/30/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
Amendments/Transfers		Amendments/Transfers		
11/12/2024	303-0000-331.90-01	\$1,772,649	ENC/BUDADJ PO ROLL	399
	303-0000-389.99-50	(\$152,319)	RETAINAGE RES. #24-103	
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$1,620,330
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	FISKE BV CMPLT STRTScape	\$1,620,330
11/12/2024	304-0000-337.30-21	\$133,724	ENC/BUDADJ PO ROLL	399
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$133,724
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	T DOCKS / BREAKWATER	\$133,724
11/12/2024	421-0000-389.99-50	\$3,144,828	ENC/BUDADJ PO ROLL	399
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$3,144,828
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	WATER/SEWER FUND	\$3,144,828
11/12/2024	423-0000-338.10-05	\$51,222	ENC/BUDADJ PO ROLL	399
	423-0000-389.99-50	\$623,948		
	423-0000-389.99-50	(\$15,337)	RETAINAGE RES. #24-103	
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$659,833
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	STORMWATER UTILITY	\$659,833

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 11/30/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
11/12/2024	424-0000-334.35-01	\$2,615,124	ENC/BUDADJ PO ROLL	399
	424-0000-389.99-50	\$12,711,882		
	424-0000-389.99-50	(\$429,470)	RETAINAGE RES. #24-103	
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$14,897,536
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	RENEWAL & REPLACE FUND	\$14,897,536
10/08/2024	427-0000-389.84-00	\$4,243,270	TCR PROJECT TASK #2 RESOLUTION #: 24-097	122
11/12/2024	427-0000-389.84-00	\$80,073	ENC/BUDADJ PO ROLL	
2	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$4,323,343
2	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	TCR/SJR PROJECT	\$4,323,343
11/12/2024	520-0000-389.99-10	\$12,043	ENC/BUDADJ PO ROLL	399
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$12,043
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	WORKERS COMPENSATION FUND	\$12,043
7 Transfers & Amendments Between Oct 1, 2024 and Nov 30, 2024 FY 2025 Total Transfer & Amendments \$30,891,825 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: Revenue Budget Tracking Worksheet Date: 12/13/2024				

**FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 11/30/2024**

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
<i>Run by: Zoie R. Badalov</i>				

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 11/30/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1000 - CITY COUNCIL					
1000 - CITY COUNCIL	11/12/2024	001-1000-511.40-00	\$105	ENC/BUDADJ	399
		001-1000-511.48-00	\$1,000		
	11/30/2024	001-1000-511.48-00	(\$500)	14) COUNCIL EVENT TABLES OCT-NOV CLEANUP	876
		001-1000-511.54-00	\$500		
2	Total Budget Amendments/Transfers		Division 1000 Total	\$1,105	
1104 - PLANNING					
1104 - PLANNING	11/12/2024	001-1104-515.34-00	\$95,973	ENC/BUDADJ	399
1	Total Budget Amendments/Transfers		Division 1104 Total	\$95,973	
1203 - INFORMATION TECHNOLOGY					
1203 - INFORMATION TECHNOLOGY	11/12/2024	001-1203-516.41-00	\$546	ENC/BUDADJ	399
		001-1203-516.56-15	\$8,380		
		001-1203-516.46-00	\$10,770		
		001-1203-516.52-00	\$20,568		
1	Total Budget Amendments/Transfers		Division 1203 Total	\$40,264	
1500 - FINANCE GENERAL ACCOUNTNG					
1500 - FINANCE GENERAL ACCOUNTNG	11/30/2024	001-1500-513.56-15	\$1,000	11) ACFR SOFTWARE COSTS OCT-NOV CLEANUP	876
		001-1500-513.12-00	(\$1,000)		
1	Total Budget Amendments/Transfers		Division 1500 Total	\$0	

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 11/30/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1600 - GENERAL OPERATIONS					
1600 - GENERAL OPERATIONS	11/12/2024	001-1600-513.49-00	\$50,218	ENC/BUDADJ	399
		001-1600-513.55-02	\$9,497		
		001-1600-513.34-00	\$12,218		
		001-1600-513.32-00	\$60,800		
		001-1600-513.31-00	\$69,063		
1	Total Budget Amendments/Transfers	Division 1600 Total		\$201,796	
1805 - CITY CLERK					
1805 - CITY CLERK	11/30/2024	001-1805-513.52-00	(\$288)	7) NEXT REQUEST SOFTWARE OCT-NOV CLEANUP	876
		001-1805-513.56-15	\$288		
1	Total Budget Amendments/Transfers	Division 1805 Total		\$0	
2100 - POLICE ADMIN/OPERATIONS					
2100 - POLICE ADMIN/OPERATIONS	11/12/2024	001-2100-521.56-15	\$11,250	ENC/BUDADJ	399
		001-2100-521.64-00	\$117,383		
		001-2100-521.52-38	\$416		
		001-2100-521.46-02	\$20,125		
	11/20/2024	001-2100-521.52-00	(\$26,526)	FY25 BPV GRANT RESOLUTION# 2024-104	665
		001-2100-521.52-40	\$26,526		
	11/30/2024	001-2100-521.40-00	(\$3,800)	1) CODC CLASS OCT-NOV CLEANUP	876
		001-2100-521.55-00	\$3,800		
			001-2100-521.14-00	\$0	13) CRA POLICE DETAIL OCT-NOV

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 11/30/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2100 - POLICE ADMIN/OPERATIONS	11/30/2024			CLEANUP	
		001-2100-521.41-00	\$0	4) COMMAND POST AIR CARDS OCT-NOV CLEANUP	876
3	Total Budget Amendments/Transfers	Division 2100 Total		\$149,174	
2101 - POLICE COMMUNICATIONS					
2101 - POLICE COMMUNICATIONS	11/12/2024	001-2101-521.56-15	\$57,600	ENC/BUDADJ	399
1	Total Budget Amendments/Transfers	Division 2101 Total		\$57,600	
2132 - CODE ENFORCEMENT					
2132 - CODE ENFORCEMENT	11/30/2024	001-2132-524.41-00	\$1,440	12) CODE ENFORCE AIRCARDS OCT-NOV CLEANUP	876
		001-2132-524.49-00	(\$1,440)		
1	Total Budget Amendments/Transfers	Division 2132 Total		\$0	
2200 - FIRE ADMINISTRATION					
2200 - FIRE ADMINISTRATION	11/12/2024	001-2200-522.52-02	\$2,500	ENC/BUDADJ	399
1	Total Budget Amendments/Transfers	Division 2200 Total		\$2,500	
2201 - FIRE OPERATIONS					
2201 - FIRE OPERATIONS	11/12/2024	001-2201-522.52-02	\$27,085	ENC/BUDADJ	399
		001-2201-522.46-00	\$9,816		
		001-2201-522.52-05	\$4,786		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 11/30/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2201 - FIRE OPERATIONS	11/12/2024	001-2201-522.64-00	\$1,500,000	ENC/BUDADJ	399
		001-2201-522.34-00	\$16,000		
	11/19/2024	001-2201-522.64-00	\$1,199,955	TEMP AFB PUMPER TRUCK RESOLUTION# 2024-105	664
	11/30/2024	001-2201-522.52-02	(\$295)	6) COMMUNICATIONS OCT-NOV CLEANUP	876
		001-2201-522.41-00	\$295		
3	Total Budget Amendments/Transfers		Division 2201 Total	\$2,757,642	
3200 - ADMINISTRATION					
3200 - ADMINISTRATION	11/12/2024	001-3200-515.34-00	\$11,210	ENC/BUDADJ	399
		001-3200-515.46-04	\$130,560		
		001-3200-515.31-16	\$4,204		
		001-3200-515.31-17	\$60,781		
1	Total Budget Amendments/Transfers		Division 3200 Total	\$206,755	
3500 - ADMINISTRATION					
3500 - ADMINISTRATION	11/30/2024	001-3500-519.41-00	\$1,000	10) VERIZON BILL OCT-NOV CLEANUP	876
1	Total Budget Amendments/Transfers		Division 3500 Total	\$1,000	
3510 - STREET MANAGEMENT					
3510 - STREET MANAGEMENT	11/12/2024	001-3510-541.63-00	\$11,363	ENC/BUDADJ	399
		001-3510-541.46-00	\$74,998		
		001-3510-541.34-00	\$6,418		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 11/30/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3510 - STREET MANAGEMENT	11/12/2024	001-3510-541.31-00	\$40,120	ENC/BUDADJ	399
	11/30/2024	001-3510-541.41-00	(\$1,000)	10) VERIZON BILL OCT-NOV CLEANUP	876
2	Total Budget Amendments/Transfers		Division 3510 Total	\$131,899	
3520 - PARKS & BEAUTIFICATION					
3520 - PARKS & BEAUTIFICATION	11/12/2024	001-3520-572.63-07	\$1,512,525	ENC/BUDADJ	399
		001-3520-572.64-00	\$46,373		
	11/30/2024	001-3520-572.46-00	(\$10,000)	5) MOWING CONTRACTS OCT-NOV CLEANUP	876
		001-3520-572.34-09	\$10,000		
		001-3520-572.63-07	\$15,000	9) PICKLE BALL LIGHTS GEN OCT-NOV CLEANUP	876
		001-3520-572.63-00	(\$15,000)		
2	Total Budget Amendments/Transfers		Division 3520 Total	\$1,558,898	
3540 - PUBLIC WORKS- FLEET MAINT					
3540 - PUBLIC WORKS- FLEET MAINT	11/12/2024	001-3540-519.64-00	\$173,227	ENC/BUDADJ	399
		001-3540-519.55-00	\$2,471		
1	Total Budget Amendments/Transfers		Division 3540 Total	\$175,698	
3560 - FACILITY MANAGEMENT					
3560 - FACILITY MANAGEMENT	11/12/2024	001-3560-519.46-02	\$8,802	ENC/BUDADJ	399
		001-3560-519.46-00	\$28,551		
		001-3560-519.64-00	\$152,754		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 11/30/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3560 - FACILITY MANAGEMENT	11/12/2024	001-3560-519.56-15	\$14,772	ENC/BUDADJ	399
	11/30/2024	001-3560-519.44-00	\$8,000	9) PICKLE BALL LIGHTS GEN OCT-NOV CLEANUP	876
		001-3560-519.46-00	(\$8,000)		
2	Total Budget Amendments/Transfers		Division 3560 Total		\$204,879
3580 - CAPITAL PROJECTS MNGMT					
3580 - CAPITAL PROJECTS MNGMT	11/12/2024	001-3580-519.64-00	\$24,317	ENC/BUDADJ	399
1	Total Budget Amendments/Transfers		Division 3580 Total		\$24,317
4	Total Budget Amendments/Transfers		GENERAL FUND		\$5,609,500
3240 - HOUSING GRANTS					
3240 - HOUSING GRANTS	11/12/2024	104-3240-554.83-23	\$53,880	ENC/BUDADJ	399
1	Total Budget Amendments/Transfers		Division 3240 Total		\$53,880
1	Total Budget Amendments/Transfers		BREVARD COUNTY HOME		\$53,880
3240 - HOUSING GRANTS					
3240 - HOUSING GRANTS	11/12/2024	105-3240-554.83-00	\$3,575	ENC/BUDADJ	399
1	Total Budget Amendments/Transfers		Division 3240 Total		\$3,575
1	Total Budget Amendments/Transfers		SHIP/COCOA HOUSING TRUST		\$3,575

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 11/30/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3200 - ADMINISTRATION					
3200 - ADMINISTRATION	11/12/2024	107-3200-524.34-00	\$17,616	ENC/BUDADJ	399
1	Total Budget Amendments/Transfers		Division 3200 Total		\$17,616
1	Total Budget Amendments/Transfers		BUILDING PERMITS		\$17,616
3230 - CRA ADMIN/OPERATIONS					
3230 - CRA ADMIN/OPERATIONS	11/12/2024	110-3230-559.64-15	\$27,855	ENC/BUDADJ	399
		110-3230-559.31-00	\$38,700		
		110-3230-559.63-00	\$10,224		
1	Total Budget Amendments/Transfers		Division 3230 Total		\$76,779
1	Total Budget Amendments/Transfers		CRA COCOA RDA		\$76,779
3230 - CRA ADMIN/OPERATIONS					
3230 - CRA ADMIN/OPERATIONS	11/12/2024	111-3230-559.64-15	\$8,591	ENC/BUDADJ	399
		111-3230-559.31-00	\$38,700		
		111-3230-559.83-00	\$5,700		
1	Total Budget Amendments/Transfers		Division 3230 Total		\$52,991
1	Total Budget Amendments/Transfers		CRA DIAMOND SQUARE 626		\$52,991
1203 - INFORMATION TECHNOLOGY					
1203 - INFORMATION	11/12/2024	130-1203-516.63-00	\$28,631	ENC/BUDADJ	399

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 11/30/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
TECHNOLOGY					
1	Total Budget	Division 1203 Total	\$28,631		
	Amendments/Transfers				
1600 - GENERAL OPERATIONS					
1600 - GENERAL OPERATIONS	11/12/2024	130-1600-513.56-15	\$15,625	ENC/BUDADJ	399
1	Total Budget	Division 1600 Total	\$15,625		
	Amendments/Transfers				
2100 - POLICE ADMIN/OPERATIONS					
2100 - POLICE ADMIN/OPERATIONS	11/12/2024	130-2100-521.64-00	\$234,766	ENC/BUDADJ	399
1	Total Budget	Division 2100 Total	\$234,766		
	Amendments/Transfers				
1	Total Budget	AMERICAN RESCUE	\$279,022		
	Amendments/Transfers	PLAN FUND			
2100 - POLICE ADMIN/OPERATIONS					
2100 - POLICE ADMIN/OPERATIONS	10/14/2024	143-2100-521.52-00	\$6,825	EXPEND FEDERAL FORFEITURE RESOLUTION #: 24-096	123
1	Total Budget	Division 2100 Total	\$6,825		
	Amendments/Transfers				
1	Total Budget	FEDERAL	\$6,825		
	Amendments/Transfers	FORFEITURE FUND			
3570 - STORMWATER UTILITY					
3570 - STORMWATER UTILITY	11/12/2024	303-3570-538.63-73	\$1,667,960	ENC/BUDADJ	399
		303-3570-538.63-08	\$62,043		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 11/30/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3570 - STORMWATER UTILITY	11/12/2024	303-3570-538.63-00	\$42,646	ENC/BUDADJ	399
		303-3570-538.63-00	(\$24,155)	RETAINAGE RES. #24-103 PO# 81782	666
		303-3570-538.63-73	(\$128,164)		
1	Total Budget Amendments/Transfers	Division 3570 Total		\$1,620,330	
1	Total Budget Amendments/Transfers	FISKE BV CMPLT STRTSCAPE		\$1,620,330	
3580 - CAPITAL PROJECTS MNGMT					
3580 - CAPITAL PROJECTS MNGMT	11/12/2024	304-3580-572.63-00	\$133,724	ENC/BUDADJ	399
1	Total Budget Amendments/Transfers	Division 3580 Total		\$133,724	
1	Total Budget Amendments/Transfers	T DOCKS / BREAKWATER		\$133,724	
4010 - WATER ADMINISTRATION					
4010 - WATER ADMINISTRATION	10/08/2024	421-4010-536.31-00	(\$270,847)	TCR PROJECT TASK #2 RESOLUTION #: 24-097	122
	11/12/2024	421-4010-536.31-01	\$131,151	ENC/BUDADJ	399
		421-4010-536.31-00	\$15,270		
		421-4010-536.47-00	\$15,255		
	11/30/2024	421-4010-536.47-00	\$8,551	15) LEAD & COPPER MAILERS OCT-NOV CLEANUP	876
		421-4010-536.31-01	(\$8,551)		
		421-4010-536.31-00	(\$13)	8) SAT PHONE SERVICES OCT-NOV CLEANUP	876
		421-4010-536.41-00	\$13		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 11/30/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3	Total Budget Amendments/Transfers		Division 4010 Total		(\$109,171)
4020 - DYAL PLANT					
4020 - DYAL PLANT	10/08/2024	421-4020-536.31-27	\$270,847	TCR PROJECT TASK #2 RESOLUTION #: 24-097	122
	11/12/2024	421-4020-536.31-03	\$11,622	ENC/BUDADJ	399
		421-4020-536.46-02	\$162,233		
		421-4020-536.46-00	\$96,488		
		421-4020-536.64-15	\$24,511		
		421-4020-536.52-09	\$7,388		
		421-4020-536.34-00	\$7,000		
		421-4020-536.56-15	\$12,207		
		421-4020-536.55-00	\$3,687		
2	Total Budget Amendments/Transfers		Division 4020 Total		\$595,983
4025 - WATER FIELD OPERATIONS					
4025 - WATER FIELD OPERATIONS	11/12/2024	421-4025-536.64-00	\$338,063	ENC/BUDADJ	399
		421-4025-536.46-00	\$255,060		
1	Total Budget Amendments/Transfers		Division 4025 Total		\$593,123
4055 - ENGINEERING					
4055 - ENGINEERING	11/12/2024	421-4055-536.31-03	\$1,220,643	ENC/BUDADJ	399
		421-4055-536.63-00	\$774,587		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 11/30/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4055 - ENGINEERING	11/30/2024	421-4055-536.46-00	\$165	2) ENG CANON SERVICES OCT-NOV CLEANUP	876
		421-4055-536.55-00	(\$165)		
2	Total Budget Amendments/Transfers		Division 4055 Total	\$1,995,230	
4120 - SELLERS PLANT					
4120 - SELLERS PLANT	11/12/2024	421-4120-536.46-00	\$17,429	ENC/BUDADJ	399
		421-4120-536.34-00	\$880		
		421-4120-536.63-00	\$45,243		
		421-4120-536.46-02	\$2,475		
1	Total Budget Amendments/Transfers		Division 4120 Total	\$66,027	
4125 - SEWER FIELD OPERATIONS					
4125 - SEWER FIELD OPERATIONS	11/12/2024	421-4125-536.46-00	\$3,636	ENC/BUDADJ	399
1	Total Budget Amendments/Transfers		Division 4125 Total	\$3,636	
3	Total Budget Amendments/Transfers		WATER/SEWER FUND	\$3,144,828	
3570 - STORMWATER UTILITY					
3570 - STORMWATER UTILITY	11/12/2024	423-3570-538.31-00	\$600	ENC/BUDADJ	399
		423-3570-538.63-00	\$407,522		
		423-3570-538.34-00	\$2		
		423-3570-538.63-73	\$214,165		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 11/30/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3570 - STORMWATER UTILITY	11/12/2024	423-3570-538.63-35	\$51,222	ENC/BUDADJ	399
		423-3570-538.52-00	\$1,659		
		423-3570-538.63-73	(\$12,947)	RETAINAGE RES. #24-103 PO# 81782	666
		423-3570-538.63-00	(\$2,390)		
1	Total Budget Amendments/Transfers	Division 3570 Total		\$659,833	
1	Total Budget Amendments/Transfers	STORMWATER UTILITY		\$659,833	
4020 - DYAL PLANT					
4020 - DYAL PLANT	11/12/2024	424-4020-536.63-00	\$163,559	ENC/BUDADJ	399
1	Total Budget Amendments/Transfers	Division 4020 Total		\$163,559	
4055 - ENGINEERING					
4055 - ENGINEERING	11/12/2024	424-4055-536.63-78	\$2,615,124	ENC/BUDADJ	399
		424-4055-536.63-73	\$467,817		
		424-4055-536.63-00	\$11,829,709		
		424-4055-536.63-08	\$13,610		
		424-4055-536.63-00	(\$42,550)	RETAINAGE RES. #24-103 PO# 80814	666
		424-4055-536.63-78	(\$53,236)	RETAINAGE RES. #24-103 PO# 81414	666
		424-4055-536.63-00	(\$188,524)		
		424-4055-536.63-00	(\$43,825)	RETAINAGE RES. #24-103 PO# 81782	666
		424-4055-536.63-73	(\$23,146)		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 11/30/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4055 - ENGINEERING	11/12/2024	424-4055-536.63-00	(\$16,747)	RETAINAGE RES. #24-103 PO# 82211	666
		424-4055-536.63-00	(\$61,442)	RETAINAGE RES. #24-103 PO# 82212	666
	11/30/2024	424-4055-536.63-00	\$0	3) CATALINA ISLE DR WM OCT-NOV CLEANUP	876
2	Total Budget Amendments/Transfers		Division 4055 Total	\$14,496,790	
4120 - SELLERS PLANT					
4120 - SELLERS PLANT	11/12/2024	424-4120-536.63-00	\$49,446	ENC/BUDADJ	399
		424-4120-536.64-15	\$8,032		
1	Total Budget Amendments/Transfers		Division 4120 Total	\$57,478	
4125 - SEWER FIELD OPERATIONS					
4125 - SEWER FIELD OPERATIONS	11/12/2024	424-4125-536.63-00	\$179,709	ENC/BUDADJ	399
1	Total Budget Amendments/Transfers		Division 4125 Total	\$179,709	
2	Total Budget Amendments/Transfers		RENEWAL & REPLACE FUND	\$14,897,536	
4020 - DYAL PLANT					
4020 - DYAL PLANT	10/08/2024	427-4020-536.31-37	\$2,031,352	TCR PROJECT TASK #2 RESOLUTION #: 24-097	122
		427-4020-536.31-35	\$677,117		
		427-4020-536.31-34	\$1,354,235		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 11/30/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4020 - DYAL PLANT	10/08/2024	427-4020-536.31-36	\$180,566	TCR PROJECT TASK #2 RESOLUTION #: 24-097	122
	11/12/2024	427-4020-536.31-36	\$3,408	ENC/BUDADJ	399
		427-4020-536.31-37	\$38,332		
		427-4020-536.31-34	\$25,555		
		427-4020-536.31-35	\$12,778		

2	Total Budget Amendments/Transfers	Division 4020 Total	\$4,323,343

2	Total Budget Amendments/Transfers	TCR/SJR PROJECT	\$4,323,343

1801 - HUMAN RESOURCES

1801 - HUMAN RESOURCES	11/12/2024	520-1801-513.31-00	\$12,043	ENC/BUDADJ	399

1	Total Budget Amendments/Transfers	Division 1801 Total	\$12,043

1	Total Budget Amendments/Transfers	WORKERS COMPENSATION FUND	\$12,043

7 Transfers & Amendments Between Oct 1, 2024 and Nov 30, 2024
FY 2025 Total Transfer & Amendments **\$30,891,825**

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: Expense Budget Tracking Worksheet
Run by: Zoie R. Badalov

Date: 12/13/2024

CITY COUNCIL AGENDA ITEM

Memo Date: 12/13/2024
Agenda Date: 1/14/2025
Prepared By: Zoie Badalov
Through: Rebecca Bowman, Finance Director
Stockton Whitten, City Manager
Requested Action: Informational Item Only

BACKGROUND:

The following reports for the period ending November 30th, 2024 (FY25) provide information about the three major funds: the General Fund, the Water/Sewer Fund, and the Storm Water Fund. This November 2024 (FY25) report is unaudited and preliminary.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report

Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object.

2. Revenue Report

Detail by account number of actual revenues collected vs. budget for the three major funds:

General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year to date totals, the annual budget and the unrealized balance.

- Estimated - represents either the current period or the year-to-date prorated budget
- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized balance - annual estimate (budget less actual year to date received)

3. Detail Budget Report Summary by Object

Summary of expenditures by account description vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.

- Budget - represents either the current period or the 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

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only



FY 2025 Budget by Classification Report - Summary Listing

11/30/2024

Target for November 2024 is 17%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	\$ 15,912,604	\$ -	\$ 2,474,456	\$ 13,438,148	16%
OTHER PERMITS AND FEES	\$ 5,744,539	\$ -	\$ 1,122,987	\$ 4,621,552	20%
INTERGOVERNMENTAL	\$ 3,207,043	\$ -	\$ 419,926	\$ 2,787,117	13%
CHARGES FOR SERVICES	\$ 7,888,773	\$ -	\$ 1,353,254	\$ 6,535,519	17%
FINES AND FORFEITURES	\$ 15,000	\$ -	\$ 3,926	\$ 11,074	26%
MISCELLANEOUS	\$ 1,133,284	\$ -	\$ 483,134	\$ 650,150	43%
**OTHER SOURCES (NON-REVENUE)	\$ 26,085,819	\$ -	\$ 10,022	\$ 26,075,797	0%
REVENUE TOTALS	\$ 59,987,062	\$ -	\$ 5,867,704	\$ 54,119,358	10%
EXPENSE					
SALARIES AND BENEFITS	\$ 30,698,531	\$ -	\$ 4,243,313	\$ 26,455,218	14%
OPERATING EXPENDITURES	\$ 17,794,191	\$ 6,254,024	\$ 1,653,868	\$ 9,886,299	9%
CAPITAL OUTLAY	\$ 8,271,495	\$ 3,904,166	\$ 757,329	\$ 3,610,000	9%
GRANTS, AIDS AND OTHER	\$ 1,770,320	\$ 72,627	\$ 11,369	\$ 1,686,324	1%
NON-OPERATING USES	\$ 1,452,525	\$ -	\$ -	\$ 1,452,525	0%
EXPENSE TOTALS	\$ 59,987,062	\$ 10,230,817	\$ 6,665,879	\$ 43,090,366	28%
REVENUE TOTALS	\$ 59,987,062	\$ -	\$ 5,867,704	\$ 54,119,358	10%
EXPENSE TOTALS	\$ 59,987,062	\$ 10,230,817	\$ 6,665,879	\$ 43,090,366	28%
	\$ -	\$ (10,230,817)	\$ (798,175)	\$ 11,028,992	

*Unaudited

**Fund Balance is a budgeted revenue, not actual revenue.

CITY OF COCOA, FLORIDA

FUND 001		GENERAL FUND		*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT		ACCOUNT DESCRIPTION		ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
310		TAXES									
311		AD VALOREM									
	10 00	CURRENT TAXES		1,008,467	1,652,666.56	164	2,016,934	1,652,666.56	82	12,101,604	10,448,937.44
	20 00	DELINQUENT TAXES		1,250	125.90	10	2,500	1,837.42	74	15,000	13,162.58
	25 00	PENALTIES RE: TAXES		1,666	12,822.07	770	3,332	13,181.76	396	20,000	6,818.24
	30 00	TAX CERTIFICATES		16,666	.00		33,332	.00		200,000	200,000.00
311	**	AD VALOREM		1,028,049	1,665,614.53	162	2,056,098	1,667,685.74	81	12,336,604	10,668,918.26
312		SALES USE AND FUEL TAXES									
	41 00	LOCAL OPTION GAS TAX 6 CT		54,166	28,240.08	52	108,332	58,923.37	54	650,000	591,076.63
312	**	SALES USE AND FUEL TAXES		54,166	28,240.08	52	108,332	58,923.37	54	650,000	591,076.63
314		UTILITY SERVICE TAX									
	10 00	ELECTRICITY		137,500	222,226.01	162	275,000	444,718.59	162	1,650,000	1,205,281.41
	30 00	WATER-COCOA		33,333	28,540.80	86	66,666	82,145.16	123	400,000	317,854.84
	40 00	GAS		4,583	146.45	3	9,166	5,457.17	60	55,000	49,542.83
	80 00	PROPANE		2,000	1,790.07	90	4,000	3,452.56	86	24,000	20,547.44
314	**	UTILITY SERVICE TAX		177,416	252,410.43	142	354,832	535,773.48	151	2,129,000	1,593,226.52
315		COMMUNICATION SERVICE TAX									
	00 00	COMMUNICATION SERVICE TAX		54,166	58,231.27	108	108,332	114,162.87	105	650,000	535,837.13
315	**	COMMUNICATION SERVICE TAX		54,166	58,231.27	108	108,332	114,162.87	105	650,000	535,837.13
316		LOCAL BUSINESS TAX									
	00 00	LOCAL BUSINESS TAX		12,250	4,987.82	41	24,500	97,910.06	400	147,000	49,089.94
316	**	LOCAL BUSINESS TAX		12,250	4,987.82	41	24,500	97,910.06	400	147,000	49,089.94
310	***	TAXES		1,326,047	2,009,484.13		2,652,094	2,474,455.52		15,912,604	13,438,148.48
320		OTHER PERMITS & FEES									
322		BUILDING PERMITS									
	10 00	TRAINING SURCHARGE		0	.00		0	.00		0	.00
322	**	BUILDING PERMITS		0	.00		0	.00		0	.00
323		FRANCHISE FEES									
	10 00	ELECTRICITY		108,333	181,893.03	168	216,666	353,522.89	163	1,300,000	946,477.11
	40 00	GAS		7,083	96.43	1	14,166	8,377.14	59	85,000	76,622.86
	70 00	SOLID WASTE		25,000	27,399.11	110	50,000	54,757.11	110	300,000	245,242.89
323	**	FRANCHISE FEES		140,416	209,195.71	149	280,832	416,657.14	148	1,685,000	1,268,342.86
325		SPECIAL ASSESSMENT									
	22 01	FIRE ASSESSMENT		290,544	635,739.84	219	581,088	641,684.18	110	3,486,539	2,844,854.82

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FUND 001		GENERAL FUND		*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT		ACCOUNT DESCRIPTION		ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
22	02	F ASSMNT DELINQ TAXES		250	160.03	64	500	1,396.37	279	3,000	1,603.63
22	03	F ASSMNT PENALTIES		416	46.78	11	832	258.02	31	5,000	4,741.98
22	04	F ASSMNT TAX CERTS		11,666	.00		23,332	.00		140,000	140,000.00
22	*	FIRE PROTECTION		302,876	635,946.65	210	605,752	643,338.57	106	3,634,539	2,991,200.43
325	**	SPECIAL ASSESSMENT		302,876	635,946.65	210	605,752	643,338.57	106	3,634,539	2,991,200.43
329		OTHER PERMITS & FEES									
10	00	INSPECTION FEES		0	.00		0	.00		0	.00
10	01	FIRE INSPECTION FEES		9,583	.00		19,166	.00		115,000	115,000.00
10	02	FIRE INSPEC FEE-PDCS CHGS		0	.00		0	.00		0	.00
10	*	INSPECTION FEES		9,583	.00		19,166	.00		115,000	115,000.00
25	00	PLANNING AND ZONING		25,833	20,157.00	78	51,666	29,300.94	57	310,000	280,699.06
25	01	PLANNING CONS FEES		0	28,970.00		0	33,690.00		0	33,690.00-
25	*	PLANNING AND ZONING		25,833	49,127.00	190	51,666	62,990.94	122	310,000	247,009.06
329	**	OTHER PERMITS & FEES		35,416	49,127.00	139	70,832	62,990.94	89	425,000	362,009.06
320	***	OTHER PERMITS & FEES		478,708	894,269.36		957,416	1,122,986.65		5,744,539	4,621,552.35
330		INTERGOVERNMENTAL REVENUE									
331		FEDERAL GRANTS									
20	19	JAG 2020-DJ-BX-0410		0	.00		0	.00		0	.00
20	22	JAG 21-GG-01363		0	.00		0	.00		0	.00
20	23	BULLET PROOF VEST 2021		0	.00		0	.00		0	.00
20	24	VOCA-2022-COCOA PD-00181		0	.00		0	.00		0	.00
20	25	JAG 2022-22-GG-02810		0	.00		0	.00		0	.00
20	26	BULLET PROOF VEST 2022		0	.00		0	.00		0	.00
20	27	VOCA-2023-COCOA PD-00042		0	13,098.72		0	21,824.86		0	21,824.86-
20	28	JAG 2023-23-GG-03233		0	.00		0	.00		0	.00
20	29	BULLET PROOF VEST 2023		38	.00		38	1,255.00	3303	416	839.00-
20	30	VOCA-2024-COCOA PD-00273		9,366	.00		18,732	.00		112,393	112,393.00
20	31	BULLET PROOF VEST 2024		1,206	.00		1,206	.00		13,263	13,263.00
20	*	PUBLIC SAFETY		10,610	13,098.72	124	19,976	23,079.86	116	126,072	102,992.14
39	12	USDA/FOREST SVC 26866		0	.00		0	.00		0	.00
50	01	FEDERAL DISASTER REIMB		0	.00		0	.00		0	.00
70	02	AFRICAN AM MUSE-GR2111		0	.00		0	.00		0	.00
331	**	FEDERAL GRANTS		10,610	13,098.72	124	19,976	23,079.86	116	126,072	102,992.14
333		PAYMENT IN LIEU OF TAXES									

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FUND 001 GENERAL FUND		*****		CURRENT	*****		*****	YEAR-TO-DATE	*****		ANNUAL	UNREALIZED
ACCOUNT		ACCOUNT DESCRIPTION	ESTIMATED		ACTUAL	%REV	ESTIMATED	ACTUAL	%REV		ESTIMATE	BALANCE
90 00		HOUSING AUTHORITY	0		.00		0	.00			0	.00
333	**	PAYMENT IN LIEU OF TAXES	0		.00		0	.00			0	.00
334		STATE GRANT										
10 15		FL CYBERSECURITY	0		.00		0	.00			0	.00
50 01		STATE DISASTER REIMB	0		.00		0	.00			0	.00
50 55		RESILIENT FL-FDEP 24PLN48	5,526		.00		5,526	.00			60,781	60,781.00
50 *		ECONOMIC ENVIRONMENT	5,526		.00		5,526	.00			60,781	60,781.00
70 11		HTMOORE RESTOR-GR23HM	12,251		.00		12,251	.00			134,764	134,764.00
334	**	STATE GRANT	17,777		.00		17,777	.00			195,545	195,545.00
335		STATE SHARED REVENUES										
12 00		STATE REVENUE SHARING	66,416		65,005.63	98	132,832	130,011.26	98		797,000	666,988.74
12 20		8TH CNT MUNICIPAL GAS TAX	13,333		14,269.53	107	26,666	28,539.06	107		160,000	131,460.94
12 *		STATE REVENUE SHARING	79,749		79,275.16	99	159,498	158,550.32	99		957,000	798,449.68
14 00		MOBILE HOME LICENSES	2,083		4,533.70	218	4,166	4,819.95	116		25,000	20,180.05
15 00		ALCOHOLIC BEVERAGE	2,083		.00		4,166	3,803.65	91		25,000	21,196.35
18 00		LOCAL GOVERNMENT 1/2 CENT	116,666		109,054.23	94	233,332	219,732.49	94		1,400,000	1,180,267.51
21 00		FIREFIGHTER SUPPLEMENTAL	1,333		.00		2,666	.00			16,000	16,000.00
29 21		POL PEN STATE CONTR	20,467		.00		40,934	.00			245,613	245,613.00
29 22		FIRE PEN STATE CONTR	16,401		.00		32,802	.00			196,813	196,813.00
29 *		OTHER PUBLIC SAFETY	36,868		.00		73,736	.00			442,426	442,426.00
41 00		FUEL TAX REFUNDS	1,666		.00		3,332	9,939.41	298		20,000	10,060.59
335	**	STATE SHARED REVENUES	240,448		192,863.09	80	480,896	396,845.82	83		2,885,426	2,488,580.18
337		GRANTS FROM LOCAL UNITS										
30 21		FIND BV-C0-23-159 WTRF P1	0		.00		0	.00			0	.00
60 00		HUMAN SERVICES	0		.00		0	.00			0	.00
337	**	GRANTS FROM LOCAL UNITS	0		.00		0	.00			0	.00
338		SHARED REVENUE LOCAL UNIT										
10 06		SR524 Widening	0		.00		0	.00			0	.00
338	**	SHARED REVENUE LOCAL UNIT	0		.00		0	.00			0	.00
330	***	INTERGOVERNMENTAL REVENUE	268,835		205,961.81		518,649	419,925.68			3,207,043	2,787,117.32
340		CHARGES FOR SERVICES										
341		GENERAL GOVERNMENT										

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CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND		***** CURRENT *****			***** YEAR-TO-DATE *****			ANNUAL	UNREALIZED
ACCOUNT	DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
30 00	ADMINISTRATIVE FEES	0	.00		0	1,180.00		0	1,180.00-
31 00	ADMIN FEES STORMWATER	0	.00		0	.00		0	.00
40 00	CERTIFY/COPY/SEARCH	7,750	8,171.82	105	15,500	8,520.69	55	93,000	84,479.31
90 12	PASSPORT EXECUTION FEES	250	105.00	42	500	105.00	21	3,000	2,895.00
341	** GENERAL GOVERNMENT	8,000	8,276.82	104	16,000	9,805.69	61	96,000	86,194.31
342	PUBLIC SAFETY								
10 00	SVC CHG - LAW ENF SERVICE	10,000	13,880.00	139	20,000	23,650.00	118	120,000	96,350.00
10 02	SCHOOL RES OFFICER	24,000	72,000.00	300	48,000	72,000.00	150	288,000	216,000.00
10 *	SVC CHG - LAW ENF SERVICE	34,000	85,880.00	253	68,000	95,650.00	141	408,000	312,350.00
20 00	SVC CHG - FIRE PROTECTION	2,500	2,250.00	90	5,000	4,800.00	96	30,000	25,200.00
90 00	OTHER PUBLIC SAFETY	83	.00		166	.00		1,000	1,000.00
90 01	FALSE ALARM FEES	625	460.00	74	1,250	810.00	65	7,500	6,690.00
90 *	OTHER PUBLIC SAFETY	708	460.00	65	1,416	810.00	57	8,500	7,690.00
342	** PUBLIC SAFETY	37,208	88,590.00	238	74,416	101,260.00	136	446,500	345,240.00
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	52,349	55,979.04	107	104,698	110,448.21	106	628,194	517,745.79
37 11	ROCKLEDGE	29,083	30,855.71	106	58,166	60,931.07	105	348,996	288,064.93
37 12	SUN LAKE	378	393.37	104	756	778.12	103	4,536	3,757.88
37 13	CLNY PK-M.I.UTIL CO.	191	207.11	108	382	409.61	107	2,303	1,893.39
37 16	COCOA BEACH	10,935	11,464.84	105	21,870	22,528.39	103	131,223	108,694.61
37 17	CAPE CANAVERAL	9,306	10,996.99	118	18,612	21,697.20	117	111,678	89,980.80
37 18	TITUSVILLE	418	414.45	99	836	831.60	100	5,025	4,193.40
37 *	WATER BILLING SERVICES	102,660	110,311.51	108	205,320	217,624.20	106	1,231,955	1,014,330.80
39 01	SERVICE CHARGES	75,000	99,035.00	132	150,000	148,209.96	99	900,000	751,790.04
39 03	ADMIN CHARGES	41,666	37,845.00	91	83,332	76,905.00	92	500,000	423,095.00
39 04	PENALTIES	60,000	51,449.90	86	120,000	119,469.54	100	720,000	600,530.46
39 05	NSF CHECKS	2,500	10,851.79	434	5,000	19,878.36	398	30,000	10,121.64
39 13	HIGH CONSUMP CHGS	833	1,230.00	148	1,666	3,600.00	216	10,000	6,400.00
39 *	WATER OTHER INCOME	179,999	200,411.69	111	359,998	368,062.86	102	2,160,000	1,791,937.14
41 10	SOLID WASTE	236,695	233,947.72	99	473,390	471,080.65	100	2,840,345	2,369,264.35
41 20	RECYCLING REVENUE	33,735	35,413.54	105	67,470	70,702.04	105	404,831	334,128.96
41 30	GREEN WASTE	38,327	43,690.83	114	76,654	87,228.56	114	459,933	372,704.44
41 *	GARBAGE COLLECTION	308,757	313,052.09	101	617,514	629,011.25	102	3,705,109	3,076,097.75
45 10	BILLING FEE - WASTE MGMT	0	.00		0	.00		0	.00
46 10	EARNED NOT BILLED	0	.00		0	.00		0	.00

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FUND 001		GENERAL FUND		*****		CURRENT		*****		*****		YEAR-TO-DATE		*****		ANNUAL		UNREALIZED	
ACCOUNT		ACCOUNT DESCRIPTION		ESTIMATED		ACTUAL		%REV		ESTIMATED		ACTUAL		%REV		ESTIMATE		BALANCE	
90	01	FDOT MEDIAN MAINT		5,016		.00				10,032		15,632.50		156		60,200		44,567.50	
90	03	FDOT MNT SIGNAL/HWY LIGHT		10,867		.00				21,734		.00				130,409		130,409.00	
90	*	OTHER PHYSICAL ENVIRON		15,883		.00				31,766		15,632.50		49		190,609		174,976.50	
343	**	PHYSICAL ENVIRONMENT		607,299		623,775.29		103		1,214,598		1,230,330.81		101		7,287,673		6,057,342.19	
347		CULTURE/RECREATION																	
20	10	GAZEBO-PAVILLION RENTAL		41		45.00		110		82		80.00		98		500		420.00	
20	11	SERVICE FEES		0		817.97				0		1,520.00				0		1,520.00-	
20	*	PARKS & RECREATION		41		862.97		2105		82		1,600.00		1951		500		1,100.00-	
39	10	PORCHER HOUSE - REVENUES		666		1,500.00		225		1,332		2,425.00		182		8,000		5,575.00	
39	11	TENANT MAINTENANCE FEES		100		103.49		104		200		205.00		103		1,200		995.00	
39	20	COCOA CIVIC CENTER		833		1,119.13		134		1,666		2,462.63		148		10,000		7,537.37	
39	30	RIVERFRONT PARK		666		945.00		142		1,332		1,545.00		116		8,000		6,455.00	
39	*	OTHER CULTURAL SERVICES		2,265		3,667.62		162		4,530		6,637.63		147		27,200		20,562.37	
40	05	SPECIAL EVENT PERMITS		2,083		1,000.00		48		4,166		1,200.00		29		25,000		23,800.00	
50	10	EVENT FEES		325		900.00		277		650		1,200.00		185		3,900		2,700.00	
50	30	ADVERTISING/SPONSORSHIPS		41		.00				82		500.00		610		500		.00	
50	50	MISC FURNISHINGS		125		468.00		374		250		720.00		288		1,500		780.00	
50	*	SPECIAL REC FACILITIES		491		1,368.00		279		982		2,420.00		246		5,900		3,480.00	
347	**	CULTURE/RECREATION		4,880		6,898.59		141		9,760		11,857.63		122		58,600		46,742.37	
340	***	CHARGES FOR SERVICES		657,387		727,540.70				1,314,774		1,353,254.13				7,888,773		6,535,518.87	
350		FINES AND FORFEITURES																	
351		JUDGMENTS AND FINES																	
90	00	OTHER		1,250		3,050.78		244		2,500		3,925.89		157		15,000		11,074.11	
351	**	JUDGMENTS AND FINES		1,250		3,050.78		244		2,500		3,925.89		157		15,000		11,074.11	
350	***	FINES AND FORFEITURES		1,250		3,050.78				2,500		3,925.89				15,000		11,074.11	
360		MISCELLANEOUS REVENUES																	
361		INTEREST & OTHER EARNINGS																	
10	00	INTEREST		12,500		9,628.22		77		25,000		14,004.68		56		150,000		135,995.32	
10	02	INVESTMENT INTEREST		41,666		129,395.26		311		83,332		274,669.48		330		500,000		225,330.52	
10	10	FLORIDA PRIME INTEREST		20,833		61,374.36		295		41,666		126,712.03		304		250,000		123,287.97	
10	11	INTEREST/CBOS		0		.00				0		.00				0		.00	
10	*	INTEREST		74,999		200,397.84		267		149,998		415,386.19		277		900,000		484,613.81	

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FUND 001		GENERAL FUND		*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT		ACCOUNT DESCRIPTION		ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
30 00		NET INC/DEC FMV INVESTMNT	0	67,230.96-			0	67,230.96-		0	67,230.96
35 01		AMERICAN TOWER	53	.00			106	.00		645	645.00
35 02		ATT CELL TWR 14386094	1,303	.00			2,606	.00		15,644	15,644.00
35 03		ATT CELL TOWER 382218	38	.00			76	.00		463	463.00
35 04		LAMAR BILLBOARD	29	.00			58	.00		357	357.00
35 05		SPRINT CELL TOWER	497	.00			994	.00		5,964	5,964.00
35 06		LEASE - TMOBILE A2C0020A	14	.00			28	.00		177	177.00
35 07		LEASE - TMOBILE A2C0555A	11	.00			22	.00		134	134.00
35 *		MISCELLANEOUS INTEREST	1,945	.00			3,890	.00		23,384	23,384.00
40 00		GAIN/(LOSS) SALE INVEST	0	2,275.07-			0	2,275.07-		0	2,275.07
40 02		UNREALIZED GAIN/(LOSS)	0	.00			0	.00		0	.00
40 *		GAIN/(LOSS) SALE INVEST	0	2,275.07-			0	2,275.07-		0	2,275.07
361	**	INTEREST & OTHER EARNINGS	76,944	130,891.81	170		153,888	345,880.16	225	923,384	577,503.84
362		RENT AND ROYALTIES									
00 00		RENT AND ROYALTIES	108	6,062.49	5613		216	109,106.53	512	1,300	107,806.53-
39 01		AMERICAN TOWER	0	.00			0	.00		0	.00
39 02		ATT CELL TWR 14386094	0	.00			0	.00		0	.00
39 03		ATT CELL TOWER 382218	0	.00			0	.00		0	.00
39 04		LAMAR BILLBOARD	0	.00			0	.00		0	.00
39 05		SPRINT CELL TOWER	0	.00			0	.00		0	.00
39 06		TMOBILE CELL TWR A2C0020A	0	.00			0	.00		0	.00
39 07		TMOBILE CELL TWR A2C0555A	0	.00			0	.00		0	.00
39 10		PORCHER HOUSE-TENANTS	583	1,409.76	242		1,166	2,779.92	238	7,000	4,220.08
39 20		CIVIC CENTER-TENANTS	658	660.00	100		1,316	1,320.00	100	7,900	6,580.00
39 *		RENTALS AND LEASES	1,241	2,069.76	167		2,482	4,099.92	165	14,900	10,800.08
362	**	RENT AND ROYALTIES	1,349	8,132.25	603		2,698	113,206.45	4196	16,200	97,006.45-
364		DISPOSITION FIXED ASSETS									
00 00		DISPOSITION FIXED ASSETS	0	.00			0	.00		0	.00
10 00		GAIN/(LOSS)SALE OF F/A	0	.00			0	.00		0	.00
364	**	DISPOSITION FIXED ASSETS	0	.00			0	.00		0	.00
365		SALE SURPLUS MTRLS &SCRAP									
00 00		SALE SURPLUS MTRLS &SCRAP	0	.00			0	630.63		0	630.63-
365	**	SALE SURPLUS MTRLS &SCRAP	0	.00			0	630.63		0	630.63-
366		CONTRIBUTIONS & DONATIONS									
00 00		CONTRIBUTIONS & DONATIONS	0	.00			0	3.00		0	3.00-

CITY OF COCOA, FLORIDA

FUND 001		GENERAL FUND		*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT		ACCOUNT DESCRIPTION		ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
10	10	CONTRIBS FOR K-9		0	.00		0	.00		0	.00
10	14	REPLACEMENT TREES		0	.00		0	.00		0	.00
10	*	DONATIONS-PRIVATE SOURCES		0	.00		0	.00		0	.00
366	**	CONTRIBUTIONS & DONATIONS		0	.00		0	3.00		0	3.00-
368	00 00	PENSION CONTRIBUTIONS		0	.00		0	.00		0	.00
368	**	PENSION CONTRIBUTIONS		0	.00		0	.00		0	.00
369		OTHER MISC REVENUES									
90	00	OTHER MISC REVENUES		0	574.04		0	4,831.31		0	4,831.31-
90	02	POLICE SECURITY SERVICES		0	.00		0	.00		0	.00
90	03	CODE ENF ABATE/DEMO REV		12,583	9,320.00	74	25,166	10,555.00	42	151,000	140,445.00
90	04	MISC. POLICE REVENUES		16	36.33	227	32	90.55	283	200	109.45
90	05	INVESTIGATIVE COSTS REIM		3,333	2,685.80	81	6,666	3,707.83	56	40,000	36,292.17
90	09	PROPERTY REGISTRATION		166	200.00	121	332	400.00	121	2,000	1,600.00
90	12	LEISURE SVCS -CANCEL FEES		41	.00		82	180.00	220	500	320.00
90	*	OTHER MISC REVENUES		16,139	12,816.17	79	32,278	19,764.69	61	193,700	173,935.31
96	00	INSURANCE REFUND/PROCEEDS		0	3,648.88		0	3,648.88		0	3,648.88-
369	**	OTHER MISC REVENUES		16,139	16,465.05	102	32,278	23,413.57	73	193,700	170,286.43
360	***	MISCELLANEOUS REVENUES		94,432	155,489.11		188,864	483,133.81		1,133,284	650,150.19
380		OTHER SOURCES(NON-REV)									
381		INTERFUND TRANSFER									
91	03	TRF FROM CDBG (103)		0	.00		0	.00		0	.00
91	10	TRF FROM COCOA CRA (110)		18,493	.00		37,059	.00		222,000	222,000.00
91	11	TRF FROM DIAMOND SQ (111)		0	.00		0	.00		0	.00
91	14	TRF FROM ARPA (130)		0	.00		0	10,022.33		0	10,022.33-
91	20	TRF FROM DBT SVC (201)		0	.00		0	.00		0	.00
91	21	TRF FROM W/S FUND (421)		0	.00		0	.00		0	.00
91	23	TRF FROM STORMWATER (423)		0	.00		0	.00		0	.00
91	25	TRF FROM W/S REST (425)		0	.00		0	.00		0	.00
91	26	TRF FROM W/S 2018B (426)		0	.00		0	.00		0	.00
91	30	TRF FROM CAP PROJ (301)		0	.00		0	.00		0	.00
91	31	TRF FROM FISKE BV (303)		0	.00		0	.00		0	.00
91	41	TRF FROM CONFISC (141)		0	.00		0	.00		0	.00
91	*	TRANSFER FROM		18,493	.00		37,059	10,022.33	27	222,000	211,977.67
94	21	TRANS FR 421 OH ALLOC		697,361	.00		1,394,722	.00		8,368,340	8,368,340.00
94	23	TRANS FR 423 OH ALLOC		27,344	.00		54,688	.00		328,128	328,128.00
94	*	INTERFUND TRANSFER		724,705	.00		1,449,410	.00		8,696,468	8,696,468.00
381	**	INTERFUND TRANSFER		743,198	.00		1,486,469	10,022.33	1	8,918,468	8,908,445.467

CITY OF COCOA, FLORIDA
REVENUE REPORT
17% OF YEAR LAPSED

ACCOUNTING PERIOD 02/2025

CITY OF COCOA, FLORIDA

FUND 001		GENERAL FUND		*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT		ACCOUNT DESCRIPTION		ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
382		CONTRIBUTIONS ENTERPRISE									
	40 00	CONTRIBUTIONS (ROI)		654,056	.00		1,308,112	.00		7,848,683	7,848,683.00
	40 01	6% PILOFF		147,241	.00		294,482	.00		1,766,894	1,766,894.00
	40 *	CONTRIBUTIONS (ROI)		801,297	.00		1,602,594	.00		9,615,577	9,615,577.00
382	**	CONTRIBUTIONS ENTERPRISE		801,297	.00		1,602,594	.00		9,615,577	9,615,577.00
383	10 33	INSTLMT PURCH/CAP LEASE POSTAGE MACHINE		0	.00		0	.00		0	.00
383	**	INSTLMT PURCH/CAP LEASE		0	.00		0	.00		0	.00
384	00 00	DEBT PROCEEDS DEBT PROCEEDS		179,224	.00		358,448	.00		2,150,698	2,150,698.00
384	**	DEBT PROCEEDS		179,224	.00		358,448	.00		2,150,698	2,150,698.00
389		NON OPERATING SOURCES									
	90 00	NON OPERATING SOURCES		109,160	.00		109,160	.00		1,200,755	1,200,755.00
	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		381,847	.00		381,847	.00		4,200,321	4,200,321.00
	99 *	BALANCE FORWARD		381,847	.00		381,847	.00		4,200,321	4,200,321.00
389	**	NON OPERATING SOURCES		491,007	.00		491,007	.00		5,401,076	5,401,076.00
380	***	OTHER SOURCES(NON-REV)		2,214,726	.00		3,938,518	10,022.33		26,085,819	26,075,796.67
FUND TOTAL		GENERAL FUND		5,041,385	3,995,795.89		9,572,815	5,867,704.01		59,987,062	54,119,357.99
GRAND TOTAL				5,041,385	3,995,795.89		9,572,815	5,867,704.01		59,987,062	54,119,357.99

REPORT SELECTIONS

Fiscal year : 2025
Fund : 001
All Departments
All Divisions
Suppress accounts with zero balances : N

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
11-00	EXECUTIVE SALARIES	92142	111227.28	121	184284	146664.00	80	.00	1105763	959099.00	13
11 **	EXECUTIVE SALARIES	92142	111227.28	121	184284	146664.00	80	.00	1105763	959099.00	13
12-00	REGULAR SALARIES & WAGES	1273921	1487281.38	117	2547933	2093878.45	82	.00	15287260	13193381.55	14
12-06	SALARIES/CONTRACTUAL	9583	20475.00	214	19166	25137.00	131	.00	115000	89863.00	22
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	7802	24521.70	314	15604	33963.17	218	.00	93653	59689.83	36
12 **	REGULAR SALARIES & WAGES	1291306	1532278.08	119	2582703	2152978.62	83	.00	15495913	13342934.38	14
13-00	OTHER SALARIES & WAGES	93550	162499.42	174	187100	197205.72	105	.00	1122652	925446.28	18
13 **	OTHER SALARIES & WAGES	93550	162499.42	174	187100	197205.72	105	.00	1122652	925446.28	18
14-00	OVERTIME	58085	106834.41	184	116170	133918.83	115	.00	697132	563213.17	19
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	58085	106834.41	184	116170	133918.83	115	.00	697132	563213.17	19
15-00	SPECIAL PAY	27068	49639.95	183	54136	68627.18	127	.00	324843	256215.82	21
15 **	SPECIAL PAY	27068	49639.95	183	54136	68627.18	127	.00	324843	256215.82	21
20-00	CLOTHING/SHOE ALLOWANCE	2453	4335.00	177	4906	9001.96	184	.00	29455	20453.04	31
20 **	CLOTHING/SHOE ALLOWANCE	2453	4335.00	177	4906	9001.96	184	.00	29455	20453.04	31
21-00	FICA TAXES	111384	147756.38	133	222768	206078.82	93	.00	1336748	1130669.18	15
21 **	FICA TAXES	111384	147756.38	133	222768	206078.82	93	.00	1336748	1130669.18	15
22-00	RETIREMENT CONTRIBUTIONS	123743	154487.92	125	247486	211450.85	85	.00	1485035	1273584.15	14
22-01	FIRE PENSION	234491	352016.17	150	468982	499113.95	106	.00	2813905	2314791.05	18
22-02	STATE CONTRIBUTIONS	36868	.00	0	73736	.00	0	.00	442426	442426.00	0
22-03	NON-FRS RETIREMENT PLAN	3171	4319.00	136	6342	6132.53	97	.00	38063	31930.47	16
22 **	RETIREMENT CONTRIBUTIONS	398273	510823.09	128	796546	716697.33	90	.00	4779429	4062731.67	15
23-00	INSURANCES	4300	3258.49	76	8600	4790.28	56	.00	51699	46908.72	9

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
23-02	MEDICARE PART B	38256	23553.32	62	76512	71818.32	94	.00	459072	387253.68	16
23-04	MEDICAL	308381	253868.52	82	616762	374394.48	61	.00	3700718	3326323.52	10
23-05	HEALTH GF RETIREES 50%	4969	4875.40	98	9938	9750.80	98	.00	59630	49879.20	16
23-06	HEALTH GF RETIREES 100%	20872	15693.64	75	41744	36170.32	87	.00	250467	214296.68	14
23-07	DENTAL INSURANCE	13707	11938.31	87	27414	18874.21	69	.00	164630	145755.79	12
23-08	VISION INSURANCE	2436	2158.37	89	4872	3425.04	70	.00	29388	25962.96	12
23-09	LONG TERM DISABILITY	4164	3512.58	84	8328	5144.10	62	.00	50097	44952.90	10
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	397085	318858.63	80	794170	524367.55	66	.00	4765701	4241333.45	11
24-00	WORKER'S COMPENSATION	65401	43687.53	67	130802	61220.98	47	.00	784974	723753.02	8
24 **	WORKER'S COMPENSATION	65401	43687.53	67	130802	61220.98	47	.00	784974	723753.02	8
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	1666	.00	0	.00	10000	10000.00	0
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	1666	.00	0	.00	10000	10000.00	0
27-00	BENEFIT OFFSET	20493	18365.16	90	40986	26551.63	65	.00	245921	219369.37	11
27 **	BENEFIT OFFSET	20493	18365.16	90	40986	26551.63	65	.00	245921	219369.37	11
28-00	PER SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
28 **	PER SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
31-00	PROFESSIONAL SERVICES	49357	25903.66	53	88653	41635.75	47	343030.06	580763	196097.19	66
31-01	LEGAL EXPENSES	42876	31353.72	73	85752	31353.72	37	476446.68	514518	6717.60	99
31-02	MEDICAL SERVICES	4991	.00	0	9982	.00	0	62360.20	59895	2465.20-	104
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1724	.00	0	3448	19915.89	578	.00	20690	774.11	96
31-11	USDA MANAGE FOREST GRANT	0	.00	0	0	.00	0	.00	0	.00	0
31-15	AFRICAN AM MUSE-GR2111	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
31-16 HTMOORE RESTOR-GR23HM		382	.00	0	382	.00	0	4203.50	4204	.50	100
31-17 RESILIENT FL-FDEP 24PLN48		5526	.00	0	5526	.00	0	60780.82	60781	.18	100
31-33 EMPLOYEE HEALTH CENTER		34768	24026.62	69	69536	24026.62	35	393194.38	417221	.00	100
31 ** PROFESSIONAL SERVICES		139624	81284.00	58	263279	116931.98	44	1340015.64	1658072	201124.38	88
32-00 ACCOUNTING & AUDITING		11860	.00	0	18193	.00	0	60800.00	136800	76000.00	44
32 ** ACCOUNTING & AUDITING		11860	.00	0	18193	.00	0	60800.00	136800	76000.00	44
34-00 CONTRACT SERVICES		150463	166777.72	111	288033	235482.61	82	1022628.41	1792773	534661.98	70
34-03 CUSTOMER SERVICE CONTRACT		285320	277932.39	97	570640	277932.39	49	.00	3423844	3145911.61	8
34-07 JANITORIAL CONTRACT SVS		0	.00	0	0	.00	0	.00	0	.00	0
34-09 MOWING CONTRACTS		36909	47588.65	129	72909	58675.30	81	362483.24	442000	20841.46	95
34-23 JAG 2022-22-GG-02810		0	.00	0	0	.00	0	.00	0	.00	0
34 ** CONTRACT SERVICES		472692	492298.76	104	931582	572090.30	61	1385111.65	5658617	3701415.05	35
39-00 CONTINGENCY		28154	.00	0	56308	.00	0	.00	337848	337848.00	0
39-01 CONTINGENCY - FY21		0	.00	0	0	.00	0	.00	0	.00	0
39-02 CONTINGENCY - FY22		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
39-20 FUEL, OIL & LUBRICANTS		0	.00	0	0	.00	0	.00	0	.00	0
39 ** CONTINGENCY		28154	.00	0	56308	.00	0	.00	337848	337848.00	0
40-00 TRAVEL & PER DIEM		7282	1031.15	14	14899	948.15	6	105.00	85313	84259.85	1
40-01 CAR ALLOWANCE		0	.00	0	0	.00	0	.00	0	.00	0
40-22 JAG-21-GG-01363		0	.00	0	0	.00	0	.00	0	.00	0
40-23 VOCA-2023-COCOA PD-00042		0	.00	0	0	.00	0	.00	0	.00	0
40 ** TRAVEL & PER DIEM		7282	1031.15	14	14899	948.15	6	105.00	85313	84259.85	1
41-00 COMMUNICATION		25385	12285.47	48	51618	29980.33	58	229320.43	304236	44935.24	85
41-35 VOCA-2022-COCOA PD-00181		0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
41 **	COMMUNICATION	25385	12285.47	48	51618	29980.33	58	229320.43	304236	44935.24	85
42-00	POSTAGE & FREIGHT	47998	43945.16	92	95996	45772.46	48	477706.36	576095	52616.18	91
42 **	POSTAGE & FREIGHT	47998	43945.16	92	95996	45772.46	48	477706.36	576095	52616.18	91
43-00	ELECTRIC/WATER/SEWER	80971	65130.84	80	161942	74702.30	46	885812.00	971681	11166.70	99
43 **	ELECTRIC/WATER/SEWER	80971	65130.84	80	161942	74702.30	46	885812.00	971681	11166.70	99
44-00	RENTALS AND LEASES	5341	7224.95	135	9955	7224.95	73	49323.05	63398	6850.00	89
44 **	RENTALS AND LEASES	5341	7224.95	135	9955	7224.95	73	49323.05	63398	6850.00	89
45-00	INSURANCE	74255	.00	0	148510	3209.78-	2-	.00	891070	894279.78	0
45 **	INSURANCE	74255	.00	0	148510	3209.78-	2-	.00	891070	894279.78	0
46-00	REPAIRS & MAINTENANCE	113679	33353.39	29	217709	147616.48	68	315819.14	1354538	891102.38	34
46-02	REPAIR/MAINT BUILDING	60587	39962.56	66	118544	35212.32	30	97758.00	724427	591456.68	18
46-03	REPAIR/MAINT-VEHICLES	39202	5660.41	14	78404	7430.41	10	2973.80	469353	458948.79	2
46-04	HTMOORE RESTOR-GR23HM	11869	.00	0	11869	16300.00-	137-	130559.63	130560	16300.37	88
46-05	HYDRANT FEES	22515	22163.66	98	45030	44327.32	98	.00	270189	225861.68	16
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	247852	101140.02	41	471556	218286.53	46	547110.57	2949067	2183669.90	26
47-00	PRINTING & BINDING	15040	8751.90	58	30080	16654.40	55	131436.10	180479	32388.50	82
47 **	PRINTING & BINDING	15040	8751.90	58	30080	16654.40	55	131436.10	180479	32388.50	82
48-00	PROMOTIONAL ACTIVITIES	6114	4220.58	69	12182	4960.58	41	1267.50	73350	67121.92	9
48-11	BUSINESS ASSIST. PROGRAM	41	36.48	89	82	36.48	45	.00	500	463.52	7
48 **	PROMOTIONAL ACTIVITIES	6155	4257.06	69	12264	4997.06	41	1267.50	73850	67585.44	9
49-00	OTHER CHARGES & OBLIG.	25639	6885.87	27	46844	31481.30	67	17890.07	303340	253968.63	16
49-02	ADVERTISING	116	.00	0	232	.00	0	.00	1400	1400.00	0
49-06	BROWNFIELD PROG CITY COST	416	.00	0	832	.00	0	.00	5000	5000.00	0
49-07	BAD DEBT EXPENSE	0	6493.06-	0	0	5892.53-	0	.00	0	5892.53	0

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
49-21	PD INVESTIGATIVE FUNDS	2083	.00	0	4166	2830.00-	68-	.00	25000	27830.00	11-
49-23	COM CRIME PREV (SPOT)	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	28254	392.81	1	52074	22758.77	44	17890.07	334740	294091.16	12
51-00	OFFICE SUPPLIES	4320	1314.39	30	8640	1587.95	18	.00	51018	49430.05	3
51-39	VOCA-2023-COCOA PD-00042	0	.00	0	0	.00	0	.00	0	.00	0
51 **	OFFICE SUPPLIES	4320	1314.39	30	8640	1587.95	18	.00	51018	49430.05	3
52-00	OPERATING SUPPLIES	110717	70828.69	64	222002	187181.24	84	547804.70	1329171	594185.06	55
52-02	UNIFORMS-PURCHASED	10047	3092.93	31	17432	3092.93	18	40747.58	117940	74099.49	37
52-05	EMS 1st RESP-CONSUM SUPP	6874	4640.36	68	13313	9426.68	71	24859.64	82054	47767.68	42
52-07	JANITORIAL SUPPLIES	4483	3179.28	71	8966	5373.94	60	.00	53830	48456.06	10
52-10	HEATING FUEL	474	749.21	158	948	749.21	79	4938.47	5688	.32	100
52-22	BULLET PROOF V 2020	0	.00	0	0	.00	0	.00	0	.00	0
52-23	BULLET PROOF VEST 2021	0	.00	0	0	.00	0	.00	0	.00	0
52-26	BULLET PROOF VEST 2022	0	.00	0	0	.00	0	1.00	0	1.00-	0
52-30	FUEL, OIL, & LUBRICANTS	31968	23653.07	74	63936	23653.07	37	.00	382580	358926.93	6
52-33	EMPLOYEE HEALTH CENTER	15729	3006.34	19	31458	3006.34	10	190448.07	188750	4704.41-	103
52-35	VOCA-2022-COCOA PD-00181	0	.00	0	0	.00	0	.00	0	.00	0
52-36	FIREHOUSE SUBS - E-BIKES	0	.00	0	0	.00	0	.00	0	.00	0
52-37	JAG 23-GG-03233	0	.00	0	0	.00	0	.00	0	.00	0
52-38	BULLET PROOF VEST 2023	38	.00	0	38	.00	0	415.92	416	.08	100
52-39	VOCA-2023-COCOA PD-00042	0	.00	0	0	.00	0	.00	0	.00	0
52-40	BULLET PROOF VEST 2024	2412	.00	0	2412	.00	0	26526.00	26526	.00	100
52 **	OPERATING SUPPLIES	182742	109149.88	60	360505	232483.41	65	835741.38	2186955	1118730.21	49

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
53-00	ROAD MATERIALS/SUPPLIES	4056	516.00	13	8112	516.00	6	102.67	48675	48056.33	1
53 **	ROAD MATERIALS/SUPPLIES	4056	516.00	13	8112	516.00	6	102.67	48675	48056.33	1
54-00	MEMBERSHIP/PUBLICATIONS	5991	2211.61	37	11937	3740.41	31	1077.38	68475	63657.21	7
54 **	MEMBERSHIP/PUBLICATIONS	5991	2211.61	37	11937	3740.41	31	1077.38	68475	63657.21	7
55-00	TRAINING	15426	945.00	6	30282	12351.64	41	8890.72	183861	162618.64	12
55-01	EDA PROGRAM	833	.00	0	1666	.00	0	2258.00	10000	7742.00	23
55-02	P/F HS RECRUITMENT	863	.00	0	863	.00	0	12433.38	9497	2936.38	131
55-22	JAG 21-GG-01363	0	.00	0	0	.00	0	.00	0	.00	0
55-35	VOCA-2022-COCOA PD-00181	0	.00	0	0	.00	0	.00	0	.00	0
55-36	VOCA-2023-COCOA PD-00042	0	.00	0	0	.00	0	.00	0	.00	0
55 **	TRAINING	17122	945.00	6	32811	12351.64	38	23582.10	203358	167424.26	18
56-15	IT-RELATED OPERATING EXP	85503	25143.15	29	162525	296051.42	182	267621.98	1014444	450770.60	56
56-16	FL CYBERSECURITY	0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS	85503	25143.15	29	162525	296051.42	182	267621.98	1014444	450770.60	56
57-99	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
57 **	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0
58 **	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
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

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
63-00	INFRASTRUCTURE	114252	.00	0	228835	.00	0	11363.07	1371363	1359999.93	1
63-07	IMPROVE OTHER THAN BLDG	138866	440127.86	317	138866	423808.05	305	1086796.75	1527525	16920.20	99
63-13	FIND BV-CO-20-146 BT RAMP	0	.00	0	0	.00	0	.00	0	.00	0
63-14	FIND BV-CO-20-147 DREDGIN	0	.00	0	0	.00	0	.00	0	.00	0
63-15	FIND BV-CO-21-152 DRGPII	0	.00	0	0	.00	0	.00	0	.00	0
63-16	FIND BV-CO-21-151 BT PII	0	.00	0	0	.00	0	.00	0	.00	0
63-17	FIND BV-CO-23-159 WTRF P1	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	253118	440127.86	174	367701	423808.05	115	1098159.82	2898888	1376920.13	53
64-00	MACHINERY AND EQUIPMENT	472064	333520.77	71	651945	333520.77	51	2797065.55	5372607	2242020.68	58
64-15	IT HARDWARE	0	.00	0	0	.00	0	8940.91	0	8940.91-	0
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64-34	LEASED POSTAGE METER	0	.00	0	0	.00	0	.00	0	.00	0
64-60	SBITA INTANG ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	472064	333520.77	71	651945	333520.77	51	2806006.46	5372607	2233079.77	58
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
71-30	LEASE - COPIERS	4293	4285.88	100	8586	8570.06	100	42952.24	51523	.70	100
71-33	LEASED POSTAGE METER	372	.00	0	744	.00	0	4475.00	4475	.00	100
71-60	SBITA - ESRI SGEA	0	.00	0	0	.00	0	.00	0	.00	0
71-61	SBITA - VERTEKS	0	.00	0	0	.00	0	.00	0	.00	0
71-62	SBITA - VERTEKS 5-9	0	.00	0	0	.00	0	.00	0	.00	0
71-63	SBITA - CLEARGOV	0	.00	0	0	.00	0	.00	0	.00	0
71-64	SBITA - VECTOR TGT SOL	0	.00	0	0	.00	0	.00	0	.00	0
71-65	SBITA - NEOGOV	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
71-66	SBITA - BRAZOS (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
71-67	SBITA - SOCRATA (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
71-68	SBITA - KRONOS TELSTFF	0	.00	0	0	.00	0	.00	0	.00	0
71-69	SBITA - SAMSARA	2240	2681.25	120	4480	2681.25	60	24204.87	26887	.88	100
71-70	SBITA - DEBTBOOK	0	.00	0	0	.00	0	.00	0	.00	0
71-71	SBITA - BRIGHTLY ASSET	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	6905	6967.13	101	13810	11251.31	82	71632.11	82885	1.58	100
72-30	LEASE - COPIERS	14	22.12	158	28	45.94	164	127.76	175	1.30	99
72-33	LEASED POSTAGE METER	45	.00	0	90	.00	0	545.00	545	.00	100
72-60	SBITA - ESRI SGEA	0	.00	0	0	.00	0	.00	0	.00	0
72-61	SBITA - VERTEKS	0	.00	0	0	.00	0	.00	0	.00	0
72-62	SBITA - VERTEKS 5-9	0	.00	0	0	.00	0	.00	0	.00	0
72-63	SBITA - CLEARGOV	0	.00	0	0	.00	0	.00	0	.00	0
72-64	SBITA - VECTOR TRGT SOL	0	.00	0	0	.00	0	.00	0	.00	0
72-65	SBITA - NEOGOV	0	.00	0	0	.00	0	.00	0	.00	0
72-66	SBITA - BRAZOS (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
72-67	SBITA - SCORATA (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
72-68	SBITA - KRONOS TELSTFF	0	.00	0	0	.00	0	.00	0	.00	0
72-69	SBITA - SAMSARA	32	71.85	225	64	71.85	112	321.87	394	.28	100
72-71	SBITA - BRIGHTLY ASSET	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	91	93.97	103	182	117.79	65	994.63	1114	1.58	100
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	139485	.00	0	278970	.00	0	.00	1673821	1673821.00	0
81 **	AIDS TO GOVT AGENCY	139485	.00	0	278970	.00	0	.00	1673821	1673821.00	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

82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	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	0	.00	0	0	.00	0	.00	0	.00	0
83-11	UPSTART COCOA PROGRAM	1041	.00	0	2082	.00	0	.00	12500	12500.00	0
83 **	OTHER GRANTS & AIDS	1041	.00	0	2082	.00	0	.00	12500	12500.00	0
91-03	TO CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	TO HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-07	TO BLDG PERM(107)	0	.00	0	0	.00	0	.00	0	.00	0
91-08	TO SEC 108 LOAN (108)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	TO COCOA CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	TO DIAMOND SQ (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	TO US 1 CRA (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TO GF DEBT SVC (201)	121043	.00	0	242086	.00	0	.00	1452525	1452525.00	0
91-21	TO WATER SEWER (421)	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER (423)	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRCTD ASSET (425)	0	.00	0	0	.00	0	.00	0	.00	0
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-32	TO RVRFRNT/LWP (302)	0	.00	0	0	.00	0	.00	0	.00	0
91-33	TO FISKE CAP PROJ (303)	0	.00	0	0	.00	0	.00	0	.00	0
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	121043	.00	0	242086	.00	0	.00	1452525	1452525.00	0
FUND 001	TOTAL *****										

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				

	GENERAL FUND	5042417	4744036.81	94	9575799	6665878.82	70	10230816.90	59987062	43090366.28	28
GRAND	TOTAL *****	5042417	4744036.81	94	9575799	6665878.82	70	10230816.90	59987062	43090366.28	28



FY 2025 Budget by Classification Report - Summary Listing

11/30/2024

Target for November 2024 is 17%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	\$ 79,722,196	\$ -	\$ 12,827,510	\$ 66,894,686	16%
INTERGOVERNMENTAL/GRANTS	\$ -	\$ -	\$ -	\$ -	0%
MISCELLANEOUS	\$ 537,128	\$ -	\$ (124,389)	\$ 661,517	-23%
*OTHER SOURCES (NON-REVENUE)	\$ 8,546,090	\$ -	\$ -	\$ 8,546,090	0%
REVENUE TOTALS	\$ 88,805,414	\$ -	\$ 12,703,122	\$ 76,102,292	14%
EXPENSE					
SALARIES AND BENEFITS	\$ 21,366,728	\$ -	\$ 2,787,980	\$ 18,578,748	13%
OPERATING EXPENDITURES	\$ 27,676,440	\$ 13,694,583	\$ 2,047,485	\$ 11,934,373	7%
CAPITAL OUTLAY	\$ 2,034,473	\$ 1,266,538	\$ 111,906	\$ 656,030	6%
GRANTS, AIDS AND OTHER	\$ 471,406	\$ 428,490	\$ 40,439	\$ 2,476	9%
NON-OPERATING USES	\$ 37,256,367	\$ -	\$ -	\$ 37,256,367	0%
EXPENSE TOTALS	\$ 88,805,414	\$ 15,389,611	\$ 4,987,809	\$ 68,427,994	23%
REVENUE TOTALS	\$ 88,805,414	\$ -	\$ 12,703,122	\$ 76,102,292	14%
EXPENSE TOTALS	\$ 88,805,414	\$ 15,389,611	\$ 4,987,809	\$ 68,427,994	23%
**	\$ -	\$ (15,389,611)	\$ 7,715,312	\$ 7,674,298	

*Fund Balance is a budgeted revenue, not actual revenue.

**Unaudited

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND		ACCOUNT	*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT		DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
	30 02	FDEM H0477 LS#1	0	.00		0	.00		0	.00
	50 01	FEDERAL DISASTER REIMB	0	.00		0	.00		0	.00
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
334		STATE GRANT								
	50 01	STATE DISASTER REIMB	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	.00		0	.00		0	.00
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
	30 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
	31 00	WATER SALES	5,561,481	5,044,269.90	91	11,122,962	10,425,222.99	94	66,737,780	56,312,557.01
	33 00	WATER CONNECTION FEE	47,267	115,998.89	245	94,534	199,993.19	212	567,211	367,217.81
	36 00	WATER HYDRANT FEES	340,513	364,254.25	107	681,026	727,971.50	107	4,086,156	3,358,184.50
	39 06	HYDRANT RESID FLOW TEST	141	1,350.00	957	282	2,400.00	851	1,696	704.00
	39 07	BACKFLOW DEVICE TEST	12,808	19,502.51	152	25,616	39,166.70	153	153,700	114,533.30
	39 08	JUMPER METERS	61	.00		122	.00		742	742.00
	39 09	PLAN REVIEW/CONST INSPECT	1,060	4,500.00	425	2,120	7,500.00	354	12,720	5,220.00
	39 10	BACKFLOW PRV/RLCT TEMP	44	205.42	467	88	335.84	382	530	194.16
	39 *	WATER OTHER INCOME	14,114	25,557.93	181	28,228	49,402.54	175	169,388	119,985.46
	51 00	SEWER SALES	642,330	689,569.19	107	1,284,660	1,343,052.72	105	7,707,960	6,364,907.28
	51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
	51 *	SEWER SALES	642,330	689,569.19	107	1,284,660	1,343,052.72	105	7,707,960	6,364,907.28
	53 02	SEWER CONN INDIAN HILLS	0	.00		0	.00		0	.00
	59 01	GREASE TRAP PERMITS	547	791.19	145	1,094	1,589.06	145	6,572	4,982.94
	60 00	REUSE WATER SALES	36,642	35,929.25	98	73,284	75,037.47	102	439,709	364,671.53
	60 01	REUSE WATER INSTALLATION	618	3,913.00	633	1,236	5,241.00	424	7,420	2,179.00
	60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
	60 *	REUSE WATER SALES	37,260	39,842.25	107	74,520	80,278.47	108	447,129	366,850.53
	90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343	**	PHYSICAL ENVIRONMENT	6,643,512	6,280,283.60	95	13,287,024	12,827,510.47	97	79,722,196	66,894,685.53
340	***	CHARGES FOR SERVICES	6,643,512	6,280,283.60		13,287,024	12,827,510.47		79,722,196	66,894,685.53

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND		ACCOUNT	*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT		DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
	10 00	INTEREST	0	1,187.97		0	18,263.63		0	18,263.63-
	10 02	INVESTMENT INTEREST	40,078	45,935.59	115	80,156	66,344.33	83	480,943	414,598.67
	10 10	FLORIDA PRIME INTEREST	0	73,257.02		0	127,243.69		0	127,243.69-
	10 11	INTEREST/CBOS	0	.00		0	.00		0	.00
	10 *	INTEREST	40,078	120,380.58	300	80,156	211,851.65	264	480,943	269,091.35
	30 00	NET INC/DEC FMV INVESTMNT	0	374,925.17-		0	374,925.17-		0	374,925.17
	40 00	GAIN/(LOSS) SALE INVEST	0	8,658.29-		0	8,658.29-		0	8,658.29
	40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
	40 *	GAIN/(LOSS) SALE INVEST	0	8,658.29-		0	8,658.29-		0	8,658.29
361	**	INTEREST & OTHER EARNINGS	40,078	263,202.88-	657	80,156	171,731.81-	214	480,943	652,674.81
362	00 00	RENT AND ROYALTIES	108	.00		216	.00		1,300	1,300.00
362	**	RENT AND ROYALTIES	108	.00		216	.00		1,300	1,300.00
364	00 00	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
	10 00	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
364	**	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
365	00 00	SALE SURPLUS MTRLS &SCRAP	265	.00		530	.00		3,180	3,180.00
365	**	SALE SURPLUS MTRLS &SCRAP	265	.00		530	.00		3,180	3,180.00
369	90 00	OTHER MISC REVENUES	4,308	1,204.47	28	8,616	12,559.73	146	51,705	39,145.27
	90 06	SETTLEMENTS	0	.00		0	.00		0	.00
	90 *	OTHER MISC REVENUES	4,308	1,204.47	28	8,616	12,559.73	146	51,705	39,145.27
	96 00	INSURANCE REFUND/PROCEEDS	0	500.00		0	34,783.46		0	34,783.46-
369	**	OTHER MISC REVENUES	4,308	1,704.47	40	8,616	47,343.19	550	51,705	4,361.81
360	***	MISCELLANEOUS REVENUES	44,759	261,498.41-		89,518	124,388.62-		537,128	661,516.62
380		OTHER SOURCES(NON-REV)								
381	91 01	INTERFUND TRANSFER								
		GENERAL FUND (001)	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA
REVENUE REPORT
17% OF YEAR LAPSED

ACCOUNTING PERIOD 02/2025

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND		ACCOUNT	*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT		DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
91	24	RENEW & REPLACE (424)	0	.00		0	.00		0	.00
91	25	TRF FROM W/S REST (425)	0	.00		0	.00		0	.00
91	26	TRF FROM W/S 2018B (426)	0	.00		0	.00		0	.00
91	27	TRF FROM W/S RESRVS (425)	0	.00		0	.00		0	.00
91	42	W/S IMPACT FEE (422)	0	.00		0	.00		0	.00
91	52	TRF FROM WORK COMP (520)	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	10 00	INSTLMT PURCH/CAP LEASE LEASE PROCEEDS	0	.00		0	.00		0	.00
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
30	01	SRF LOAN PROCEEDS	0	.00		0	.00		0	.00
85	00	CAP CONTRIB PRIVATE SRCS	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	735,998	.00		1,186,103	.00		8,546,090	8,546,090.00
99	*	BALANCE FORWARD	735,998	.00		1,186,103	.00		8,546,090	8,546,090.00
389	**	NON OPERATING SOURCES	735,998	.00		1,186,103	.00		8,546,090	8,546,090.00
380	***	OTHER SOURCES(NON-REV)	735,998	.00		1,186,103	.00		8,546,090	8,546,090.00
FUND TOTAL WATER/SEWER FUND			7,424,269	6,018,785.19		14,562,645	12,703,121.85		88,805,414	76,102,292.15
GRAND TOTAL			7,424,269	6,018,785.19		14,562,645	12,703,121.85		88,805,414	76,102,292.15

REPORT SELECTIONS

Fiscal year : 2025
Fund : 421
All Departments
All Divisions
Suppress accounts with zero balances : N

FUND 421 WATER/SEWER FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
11-00	EXECUTIVE SALARIES	15127	20728.80	137	30254	26947.44	89	.00	181529	154581.56	15
11 **	EXECUTIVE SALARIES	15127	20728.80	137	30254	26947.44	89	.00	181529	154581.56	15
12-00	REGULAR SALARIES & WAGES	1028709	1161382.14	113	2057418	1581552.61	77	.00	12344565	10763012.39	13
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	23789.83	0	0	24339.76	0	.00	0	24339.76-	0
12-15	SETTLEMENT WAGES	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	1028709	1185171.97	115	2057418	1605892.37	78	.00	12344565	10738672.63	13
13-00	OTHER SALARIES & WAGES	63783	69198.58	109	127566	87119.64	68	.00	765439	678319.36	11
13 **	OTHER SALARIES & WAGES	63783	69198.58	109	127566	87119.64	68	.00	765439	678319.36	11
14-00	OVERTIME	62172	125421.71	202	124344	170237.08	137	.00	746100	575862.92	23
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	62172	125421.71	202	124344	170237.08	137	.00	746100	575862.92	23
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	1767	21570.00	1221	3534	21764.10	616	.00	21230	534.10-	103
20 **	CLOTHING/SHOE ALLOWANCE	1767	21570.00	1221	3534	21764.10	616	.00	21230	534.10-	103
21-00	FICA TAXES	79696	107709.95	135	159392	144746.42	91	.00	956396	811649.58	15
21 **	FICA TAXES	79696	107709.95	135	159392	144746.42	91	.00	956396	811649.58	15
22-00	RETIREMENT CONTRIBUTIONS	154195	198320.37	129	308390	335664.50	109	.00	1850408	1514743.50	18
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22-03	NON FRS RETIREMENT CONT	463	767.92	166	926	991.67	107	.00	5564	4572.33	18
22 **	RETIREMENT CONTRIBUTIONS	154658	199088.29	129	309316	336656.17	109	.00	1855972	1519315.83	18
23-00	INSURANCES	2750	2190.57	80	5500	3206.21	58	.00	33047	29840.79	10
23-02	RETIREEES OTHER INSURANCES	13150	6564.04	50	26300	19692.12	75	.00	157806	138113.88	13
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
23-04	MEDICAL/RX SELF INSURED	281377	200528.20	71	562754	293796.16	52	.00	3376562	3082765.84	9
23-05	HEALTH RETIREES 50%	1988	487.54	25	3976	975.08	25	.00	23856	22880.92	4
23-06	HEALTH RETIREES 100%	3976	4869.60	123	7952	8764.12	110	.00	47712	38947.88	18
23-07	DENTAL INSURANCE	13224	8462.15	64	26448	12777.56	48	.00	158729	145951.44	8
23-08	VISION INSURANCE	2557	1532.18	60	5114	2319.03	45	.00	30716	28396.97	8
23-09	LONG TERM DISABILITY	2819	2514.49	89	5638	3679.51	65	.00	33892	30212.49	11
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	321841	227148.77	71	643682	345209.79	54	.00	3862320	3517110.21	9
24-00	WORKER'S COMPENSATION	38728	24239.49	63	77456	32701.46	42	.00	464777	432075.54	7
24 **	WORKER'S COMPENSATION	38728	24239.49	63	77456	32701.46	42	.00	464777	432075.54	7
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	1666	.00	0	.00	10000	10000.00	0
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	1666	.00	0	.00	10000	10000.00	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	13200	11500.00	87	26400	16705.05	63	.00	158400	141694.95	11
27 **	BENEFIT OFFSET	13200	11500.00	87	26400	16705.05	63	.00	158400	141694.95	11
31-00	PROFESSIONAL SERVICES	18678	11250.00	60	35969	11250.00	31	87984.50	222772	123537.50	45
31-01	LEGAL EXPENSES	47396	8948.10	19	83646	8948.10	11	132203.27	557600	416448.63	25
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	242890	2880.00	1	373755	2880.00	1	2679391.63	2802665	120393.37	96
31-27	TCR PROJECT-COCOA	22571	.00	0	45142	.00	0	270847.00	270847	.00	100
31-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
31 **	PROFESSIONAL SERVICES	331535	23078.10	7	538512	23078.10	4	3170426.40	3853884	660379.50	83

FUND 421 WATER/SEWER FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
32-00	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
32 **	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
34-00	CONTRACT SERVICES	175761	15201.94	9	350806	18124.55	5	561540.38	2108472	1528807.07	28
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	175761	15201.94	9	350806	18124.55	5	561540.38	2108472	1528807.07	28
39-00	CONTINGENCY	94700	.00	0	189400	.00	0	.00	1136400	1136400.00	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	94700	.00	0	189400	.00	0	.00	1136400	1136400.00	0
40-00	TRAVEL AND PER DIEM	1310	.00	0	2620	8.34	0	.00	15748	15739.66	0
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL AND PER DIEM	1310	.00	0	2620	8.34	0	.00	15748	15739.66	0
41-00	COMMUNICATION	17274	17762.99	103	34547	33277.84	96	179064.52	207319	5023.36-	102
41 **	COMMUNICATION	17274	17762.99	103	34547	33277.84	96	179064.52	207319	5023.36-	102
42-00	FREIGHT & POSTAGE SERVICE	1092	57.90	5	2184	244.66	11	.00	13140	12895.34	2
42 **	FREIGHT & POSTAGE SERVICE	1092	57.90	5	2184	244.66	11	.00	13140	12895.34	2
43-00	ELECTRIC/WATER/SEWER	203402	174173.54	86	406804	177204.63	44	2252631.51	2440835	10998.86	100
43 **	ELECTRIC/WATER/SEWER	203402	174173.54	86	406804	177204.63	44	2252631.51	2440835	10998.86	100
44-00	RENTAL AND LEASES	3141	3593.02	114	6282	4360.82	69	.00	37715	33354.18	12
44-21	DUKE ENERGY-GENERATOR	0	.00	0	0	.00	0	.00	0	.00	0
44 **	RENTAL AND LEASES	3141	3593.02	114	6282	4360.82	69	.00	37715	33354.18	12
45-00	INSURANCE	108436	.00	0	216872	.00	0	.00	1301232	1301232.00	0
45 **	INSURANCE	108436	.00	0	216872	.00	0	.00	1301232	1301232.00	0
46-00	REPAIRS & MAINTENANCE	539398	334324.08	62	1044906	498524.86	48	1416476.12	6438929	4523928.02	30

FUND 421 WATER/SEWER FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
46-02	REPAIR/MAINT BUILDING	49854	109010.76	219	84735	109010.76	129	57874.44	583299	416413.80	29
46-03	REPAIR/MAINT-VEHICLES	26626	3345.85	13	53252	3345.85	6	81.49	319564	316136.66	1
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	615878	446680.69	73	1182893	610881.47	52	1474432.05	7341792	5256478.48	28
47-00	PRINTING & BINDING	3084	15255.00	495	4004	28007.20	700	20.00	34876	6848.80	80
47 **	PRINTING & BINDING	3084	15255.00	495	4004	28007.20	700	20.00	34876	6848.80	80
48-00	PROMOTIONAL ACTIVITIES	2083	843.79	41	4166	843.79	20	.00	25000	24156.21	3
48 **	PROMOTIONAL ACTIVITIES	2083	843.79	41	4166	843.79	20	.00	25000	24156.21	3
49-00	OTHER CHARGES & OBLIG.	5029	16547.32	329	10058	29623.68	295	2150.00	60383	28609.32	53
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	6658.40-	0	0	8772.42-	0	.00	0	8772.42	0
49-08	CASH OVER & UNDER	0	100.85	0	0	104.54	0	.00	0	104.54-	0
49-09	DOCUMENT RECORDING CHGS	500	1360.00-	272-	1000	1410.00-	141-	6000.00	6000	1410.00	77
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	5529	8629.77	156	11058	19545.80	177	8150.00	66383	38687.20	42
51-00	OFFICE SUPPLIES	2109	857.46	41	4218	857.46	20	125.00	25354	24371.54	4
51 **	OFFICE SUPPLIES	2109	857.46	41	4218	857.46	20	125.00	25354	24371.54	4
52-00	OPERATING SUPPLIES	64473	59258.05	92	128946	86003.94	67	201065.77	773715	486645.29	37
52-02	UNIFORMS-PURCHASED	0	.00	0	0	.00	0	.00	0	.00	0
52-07	JANITORIAL SUPPLIES	769	1242.73	162	1538	1700.50	111	.00	9240	7539.50	18
52-09	CHEMICALS	595096	652305.19	110	1189520	798497.04	67	5785536.07	7140491	556457.89	92
52-30	FUEL OIL & LUBRICANTS	53246	27437.97	52	106492	27437.97	26	1452.67	639010	610119.36	5
52-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
52 **	OPERATING SUPPLIES	713584	740243.94	104	1426496	913639.45	64	5988054.51	8562456	1660762.04	81
53-00	ROAD MATERIALS/SUPPLIES	3748	.00	0	7496	.00	0	30388.46	45000	14611.54	68
53 **	ROAD MATERIALS/SUPPLIES	3748	.00	0	7496	.00	0	30388.46	45000	14611.54	68
54-00	MEMBERSHIP/PUBLICATIONS	3416	.00	0	6832	32891.41	481	.00	41031	8139.59	80
54 **	MEMBERSHIP/PUBLICATIONS	3416	.00	0	6832	32891.41	481	.00	41031	8139.59	80
55-00	TRAINING	8944	.00	0	17568	.00	0	6487.17	107064	100576.83	6
55-01	EDA PROGRAM	416	.00	0	832	.00	0	.00	5000	5000.00	0
55 **	TRAINING	9360	.00	0	18400	.00	0	6487.17	112064	105576.83	6
56-00	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	25734	130518.85	507	50358	184519.39	366	23262.58	307739	99957.03	68
56 **	TECHNOLOGY SYSTEMS	25734	130518.85	507	50358	184519.39	366	23262.58	307739	99957.03	68
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	74530	.00	0	74530	.00	0	819829.43	819830	.57	100
63-06	FDEM H0477 LS#1	0	.00	0	0	.00	0	.00	0	.00	0
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	74530	.00	0	74530	.00	0	819829.43	819830	.57	100
64-00	MACHINERY & EQUIPMENT	64518	74913.00	116	98303	99724.00	101	297746.04	743498	346027.96	54
64-15	IT HARDWARE	39447	12181.89	31	76666	12181.89	16	148962.04	471145	310001.07	34
64-60	SBITA INTANG ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	103965	87094.89	84	174969	111905.89	64	446708.08	1214643	656029.03	46

FUND 421 WATER/SEWER FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	CONTRA FIXED ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69 **	PROPRIETARY FUNDS	0	.00	0	0	.00	0	.00	0	.00	0
71-20	SERIES 2020	0	.00	0	0	.00	0	.00	0	.00	0
71-32	LEASED ASSET-GENERATOR	29131	28743.10	99	58262	28743.10	49	310767.28	349583	10072.62	97
71-33	SBITA ACCRUENT CMMS	0	.00	0	0	.00	0	.00	0	.00	0
71-34	SBITA ESRI ARCGIS	0	.00	0	0	.00	0	.00	0	.00	0
71-35	SBITA - SAMSARA	2827	3383.49	120	5654	3383.49	60	30544.23	33928	.28	100
71-36	SBITA - DEBTBOOK	0	.00	0	0	.00	0	.00	0	.00	0
71-74	ESRI ARCGIS	0	.00	0	0	.00	0	.00	0	.00	0
71 **	PRINCIPAL	31958	32126.59	101	63916	32126.59	50	341311.51	383511	10072.90	97
72-32	LEASED ASSET-GENERATOR	7008	7396.90	106	14016	7396.90	53	86772.72	84098	10071.62-	112
72-33	SBITA ACCRUENT CMMS	0	.00	0	0	.00	0	.00	0	.00	0
72-34	SBITA ESRI ARCGIS	0	.00	0	0	.00	0	.00	0	.00	0
72-35	SBITA - SAMSARA	41	90.66	221	82	90.66	111	406.18	497	.16	100
72-36	SBITA - DEBTBOOK	0	.00	0	0	.00	0	.00	0	.00	0
72-74	ESRI ARCGIS	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	7049	7487.56	106	14098	7487.56	53	87178.90	84595	10071.46-	112
73-00	OTHER DEBT SERVICE COST	275	825.00	300	550	825.00	150	.00	3300	2475.00	25
73-32	GENERATOR	0	.00	0	0	.00	0	.00	0	.00	0
73-33	SBITA ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	INTANG AMORT EXP	275	825.00	300	550	825.00	150	.00	3300	2475.00	25

FUND 421 WATER/SEWER FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
82-00	AID TO PRIVATE ORGANIZAT	0	.00	0	0	.00	0	.00	0	.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	0	.00	0	0	.00	0	.00	0	.00	0
91-01	TO GENERAL FUND (001)	0	.00	0	0	.00	0	.00	0	.00	0
91-02	TO GEN FUND ROI (001)	654056	.00	0	1308112	.00	0	.00	7848683	7848683.00	0
91-23	TO STORMWATER (423)	0	.00	0	0	.00	0	.00	0	.00	0
91-24	TRANSFER TO R & R (424)	1084254	.00	0	2168508	.00	0	.00	13011059	13011059.00	0
91-25	TO RESTRCTD ASSET (425)	521782	.00	0	1043564	.00	0	.00	6261391	6261391.00	0
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0
91-27	TO TCR/SJR PROJ (427)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-42	IMPACT FEES FUND (422)	0	.00	0	0	.00	0	.00	0	.00	0
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	2260092	.00	0	4520184	.00	0	.00	27121133	27121133.00	0
94-01	TXFR TO GF OH ALLOC (001)	697361	.00	0	1394722	.00	0	.00	8368340	8368340.00	0
94 **	INTERFUND TRANSFER	697361	.00	0	1394722	.00	0	.00	8368340	8368340.00	0
95-01	TXFR TO GF 6% PLOFF (001)	147241	.00	0	294482	.00	0	.00	1766894	1766894.00	0
95 **	NONOPERATING	147241	.00	0	294482	.00	0	.00	1766894	1766894.00	0
FUND 421	TOTAL *****										
	WATER/SEWER FUND	7424161	3696208.59	50	14562427	4987809.47	34	15389610.50	88805414	68427994.03	23
GRAND	TOTAL *****										
		7424161	3696208.59	50	14562427	4987809.47	34	15389610.50	88805414	68427994.03	23



FY 2025 Budget by Classification Report - Summary Listing

11/30/2024

Target for November 2024 is 17%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
*STORMWATER ASSESSMENT	\$ 2,299,404	\$ -	\$ 383,780	\$ 1,915,624	17%
CHARGES FOR SERVICES	\$ -	\$ -	\$ -	\$ -	0%
INTERGOVERNMENTAL/GRANT	\$ 51,222	\$ -	\$ -	\$ 51,222	0%
MISCELLANEOUS	\$ -	\$ -	\$ 27,710	\$ (27,710)	0%
**OTHER SOURCES (NON-REVENUE)	\$ 608,611	\$ -	\$ -	\$ 608,611	0%
REVENUE TOTALS	\$ 2,959,237	-	\$ 411,490	\$ 2,547,747	14%
EXPENSE					
SALARIES AND BENEFITS	\$ 638,667	\$ -	\$ 85,510	\$ 553,157	13%
OPERATING EXPENDITURES	\$ 763,371	\$ 31,539	\$ 40,998	\$ 690,834	5%
CAPITAL OUTLAY	\$ 1,226,472	\$ 560,292	\$ 97,279	\$ 568,901	8%
OTHER SOURCES (NON-REVENUE)	\$ 2,599	\$ 2,336	\$ 262	\$ 1	10%
NON-OPERATING USES	\$ 328,128	\$ -	\$ -	\$ 328,128	0%
EXPENSE TOTALS	\$ 2,959,237	\$ 594,166	\$ 224,049	\$ 2,141,021	28%
REVENUE TOTALS	\$ 2,959,237	\$ -	\$ 411,490	\$ 2,547,747	14%
EXPENSE TOTALS	\$ 2,959,237	\$ 594,166	\$ 224,049	\$ 2,141,021	28%
	\$ -	\$ (594,166)	\$ 187,441	\$ 406,725	

*Stormwater Assessment Revenues come in November-March

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY		ACCOUNT	*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT		DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
320		OTHER PERMITS & FEES								
325		SPECIAL ASSESSMENT								
	23 01	STRMWTR SPEC ASSMNT	181,599	383,270.11	211	363,198	383,270.11	106	2,179,197	1,795,926.89
	23 02	DELINQUENT TAX	833	49.41	6	1,666	430.77	26	10,000	9,569.23
	23 03	PENALTIES	0	14.46		0	79.56		0	79.56-
	23 04	TAX CERTIFICATES	9,183	.00		18,366	.00		110,207	110,207.00
	23 *	STORMWATER	191,615	383,333.98	200	383,230	383,780.44	100	2,299,404	1,915,623.56
325	**	SPECIAL ASSESSMENT	191,615	383,333.98	200	383,230	383,780.44	100	2,299,404	1,915,623.56
320	***	OTHER PERMITS & FEES	191,615	383,333.98		383,230	383,780.44		2,299,404	1,915,623.56
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
	50 01	FEDERAL DISASTER REIMB	0	.00		0	.00		0	.00
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
334		STATE GRANT								
	36 35	US1/FOREST AV S/W FACILTY	0	.00		0	.00		0	.00
	36 36	N FSK S/W PND FLOAT WTLND	0	.00		0	.00		0	.00
	36 69	DIX/IRD IRL RESIL DESIGN	0	.00		0	.00		0	.00
	36 *	STORMWATER MANAGEMENT	0	.00		0	.00		0	.00
334	**	STATE GRANT	0	.00		0	.00		0	.00
338		SHARED REVENUE LOCAL UNIT								
	10 00	SHARED REV - BREVARD CTY	0	.00		0	.00		0	.00
	10 02	CHURCH STREET BAFFLE BOX	0	.00		0	.00		0	.00
	10 05	SOIRL-SAVE OUR IR LAGOON	4,657	.00		4,657	.00		51,222	51,222.00
	10 *	SHARED REV - BREVARD CTY	4,657	.00		4,657	.00		51,222	51,222.00
338	**	SHARED REVENUE LOCAL UNIT	4,657	.00		4,657	.00		51,222	51,222.00
330	***	INTERGOVERNMENTAL REVENUE	4,657	.00		4,657	.00		51,222	51,222.00
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
	91 00	STORMWATER FEES	0	.00		0	.00		0	.00
	91 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
	91 *	STORMWATER FEES	0	.00		0	.00		0	.00
343	**	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
340	***	CHARGES FOR SERVICES	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY		*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT	DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	926.79		0	926.79		0	926.79-
10 02	INVESTMENT INTEREST	0	1,523.07		0	3,865.14		0	3,865.14-
10 10	FLORIDA PRIME INTEREST	0	12,248.72		0	25,288.39		0	25,288.39-
10 *	INTEREST	0	14,698.58		0	30,080.32		0	30,080.32-
30 00	NET INC/DEC FMV INVESTMNT	0	2,324.67-		0	2,324.67-		0	2,324.67
40 00	GAIN/(LOSS) SALE INVEST	0	78.67-		0	78.67-		0	78.67
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
40 *	GAIN/(LOSS) SALE INVEST	0	78.67-		0	78.67-		0	78.67
361	** INTEREST & OTHER EARNINGS	0	12,295.24		0	27,676.98		0	27,676.98-
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	.00		0	32.76		0	32.76-
369	** OTHER MISC REVENUES	0	.00		0	32.76		0	32.76-
360	*** MISCELLANEOUS REVENUES	0	12,295.24		0	27,709.74		0	27,709.74-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91 21	TRF FROM W/S 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	CAP CONTRIB PRIVATE SRCS	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	55,329	.00		55,329	.00		608,611	608,611.00
99 *	BALANCE FORWARD	55,329	.00		55,329	.00		608,611	608,611.00
389	** NON OPERATING SOURCES	55,329	.00		55,329	.00		608,611	608,611.00
380	*** OTHER SOURCES(NON-REV)	55,329	.00		55,329	.00		608,611	608,611.00
FUND TOTAL	STORMWATER UTILITY	251,601	395,629.22		443,216	411,490.18		2,959,237	2,547,746.82
GRAND TOTAL		251,601	395,629.22		443,216	411,490.18		2,959,237	2,547,746.82

REPORT SELECTIONS

Fiscal year : 2025
Fund : 423
All Departments
All Divisions
Suppress accounts with zero balances : N

FUND 423 STORMWATER UTILITY		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				

12-00	REGULAR SALARIES & WAGES	32376	35349.02	109	64752	44736.37	69	.00	388521	343784.63	12
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	32376	35349.02	109	64752	44736.37	69	.00	388521	343784.63	12
13-00	OTHER SALARIES & WAGES	0	6923.52	0	0	8269.76	0	.00	0	8269.76-	0
13 **	OTHER SALARIES & WAGES	0	6923.52	0	0	8269.76	0	.00	0	8269.76-	0
14-00	OVERTIME	583	4485.13	769	1166	5900.56	506	.00	7000	1099.44	84
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	583	4485.13	769	1166	5900.56	506	.00	7000	1099.44	84
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	40	700.00	1750	80	700.00	875	.00	480	220.00-	146
20 **	CLOTHING/SHOE ALLOWANCE	40	700.00	1750	80	700.00	875	.00	480	220.00-	146
21-00	FICA TAXES	2445	3565.22	146	4890	4496.24	92	.00	29346	24849.76	15
21 **	FICA TAXES	2445	3565.22	146	4890	4496.24	92	.00	29346	24849.76	15
22-00	RETIREMENT CONTRIBUTIONS	4413	6291.29	143	8826	8006.72	91	.00	52956	44949.28	15
22-01	GASB68 PENS EXP	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	4413	6291.29	143	8826	8006.72	91	.00	52956	44949.28	15
23-00	INSURANCES	82	65.40	80	164	87.25	53	.00	990	902.75	9
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	7925	6372.49	80	15850	8541.33	54	.00	95105	86563.67	9
23-07	DENTAL INSURANCE	326	238.06	73	652	319.06	49	.00	3920	3600.94	8
23-08	VISION INSURANCE	53	43.09	81	106	57.36	54	.00	644	586.64	9
23-09	LONG TERM DISABILITY	83	74.06	89	166	98.93	60	.00	1003	904.07	10
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	8469	6793.10	80	16938	9103.93	54	.00	101662	92558.07	9
24-00	WORKER'S COMPENSATION	4391	3047.21	69	8782	3856.04	44	.00	52702	48845.96	7
24 **	WORKER'S COMPENSATION	4391	3047.21	69	8782	3856.04	44	.00	52702	48845.96	7
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	500	300.00	60	1000	440.21	44	.00	6000	5559.79	7
27 **	BENEFIT OFFSET	500	300.00	60	1000	440.21	44	.00	6000	5559.79	7
31-00	PROFESSIONAL SERVICES	15896	.00	0	31737	.00	0	8821.01	190700	181878.99	5
31-01	LEGAL EXPENSES	41	.00	0	82	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
31 **	PROFESSIONAL SERVICES	15937	.00	0	31819	.00	0	8821.01	191200	182378.99	5
34-00	CONTRACT SERVICES	22250	34149.95	154	44500	34149.95	77	2.02	267002	232850.03	13
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	22250	34149.95	154	44500	34149.95	77	2.02	267002	232850.03	13
39-00	CONTINGENCY	5513	.00	0	11026	.00	0	.00	66167	66167.00	0
39 **	CONTINGENCY	5513	.00	0	11026	.00	0	.00	66167	66167.00	0
40-00	TRAVEL & PER DIEM	237	.00	0	474	.00	0	.00	2850	2850.00	0
40 **	TRAVEL & PER DIEM	237	.00	0	474	.00	0	.00	2850	2850.00	0
41-00	COMMUNICATION	173	45.44	26	346	90.87	26	1985.13	2076	.00	100
41 **	COMMUNICATION	173	45.44	26	346	90.87	26	1985.13	2076	.00	100
42-00	POSTAGE & FREIGHT	41	.00	0	82	.00	0	.00	500	500.00	0
42 **	POSTAGE & FREIGHT	41	.00	0	82	.00	0	.00	500	500.00	0
43-00	ELECTRIC/WATER/SEWER	1333	1437.42	108	2666	1608.51	60	16000.00	16000	1608.51-	110

FUND 423 STORMWATER UTILITY											
ELE OBJ		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ACCOUNT DESCRIPTION		BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
43 **	ELECTRIC/WATER/SEWER	1333	1437.42	108	2666	1608.51	60	16000.00	16000	1608.51-	110
44-00	RENTALS AND LEASES	250	.00	0	500	.00	0	.00	3000	3000.00	0
44 **	RENTALS AND LEASES	250	.00	0	500	.00	0	.00	3000	3000.00	0
45-00	INSURANCE	1256	.00	0	2512	.00	0	.00	15072	15072.00	0
45 **	INSURANCE	1256	.00	0	2512	.00	0	.00	15072	15072.00	0
46-00	REPAIRS & MAINTENANCE	8041	362.15	5	16082	362.15	2	.00	96500	96137.85	0
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	3840	.00	0	7680	.00	0	.57	46090	46089.43	0
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	11881	362.15	3	23762	362.15	2	.57	142590	142227.28	0
47-00	PRINTING & BINDING	41	.00	0	82	.00	0	.00	500	500.00	0
47 **	PRINTING & BINDING	41	.00	0	82	.00	0	.00	500	500.00	0
49-00	OTHER CHARGES & OBLIG.	43	5.26	12	86	5.26	6	.00	517	511.74	1
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	65.42-	0	0	85.35-	0	.00	0	85.35	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	43	60.16-	140-	86	80.09-	93-	.00	517	597.09	16-
51-00	OFFICE SUPPLIES	41	.00	0	82	.00	0	.00	500	500.00	0
51 **	OFFICE SUPPLIES	41	.00	0	82	.00	0	.00	500	500.00	0
52-00	OPERATING SUPPLIES	1073	1483.57	138	1995	1953.91	98	4729.80	12729	6045.29	53
52-02	UNIFORMS-PURCHASED	0	.00	0	0	.00	0	.00	0	.00	0
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	2764	2262.69	82	5528	2262.69	41	.00	33168	30905.31	7
52-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY														
ELE OBJ		ACCOUNT DESCRIPTION			*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
		BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP							
52	**	OPERATING SUPPLIES	3837	3746.26	98	7523	4216.60	56	4729.80	45897	36950.60	20		
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	650.00	1048	124	650.00	524	.00	750	100.00	87		
54	**	MEMBERSHIP/PUBLICATIONS	62	650.00	1048	124	650.00	524	.00	750	100.00	87		
55-00		TRAINING	729	.00	0	1458	.00	0	.00	8750	8750.00	0		
55	**	TRAINING	729	.00	0	1458	.00	0	.00	8750	8750.00	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		
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	73081	106427.78	146	109331	104037.34	95	301093.83	840132	435000.83	48		
63-07		IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0		
63-08		FISKE BLVD CEI	0	.00	0	0	.00	0	.00	0	.00	0		
63-35		US1/FOREST AV S/W FACILTY	4657	6188.51	133	4657	6188.51	133	45033.45	51222	.04	100		
63-36		N FSK S/W PND FLOAT WTLND	0	.00	0	0	.00	0	.00	0	.00	0		
63-69		DIX/IRVR DR RESIL 23FRP03	0	.00	0	0	.00	0	.00	0	.00	0		
63-73		FISKE CONSTRUCTION	18293	.00	0	18293	12946.70	71	214164.70	201218	.00	100		
63	**	INFRASTRUCTURE	96031	112616.29	117	132281	97279.15	74	560291.98	1092572	435000.87	60		
64-00		MACHINERY & EQUIPMENT	11158	.00	0	22316	.00	0	.00	133900	133900.00	0		
64-15		IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0		
64	**	MACHINERY & EQUIPMENT	11158	.00	0	22316	.00	0	.00	133900	133900.00	0		
65-00		CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0		

FUND 423 STORMWATER UTILITY		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				

65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	CONTRA FIXED ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69 **	PROPRIETARY FUND	0	.00	0	0	.00	0	.00	0	.00	0
71-35	SBITA - SAMSARA	213	255.36	120	426	255.36	60	2305.22	2561	.42	100
71 **	PRINCIPAL	213	255.36	120	426	255.36	60	2305.22	2561	.42	100
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72-35	SBITA - SAMSARA	3	6.84	228	6	6.84	114	30.66	38	.50	99
72 **	DEBT SERVICE - INTEREST	3	6.84	228	6	6.84	114	30.66	38	.50	99
91-01	TO GENERAL FUND (001)	0	.00	0	0	.00	0	.00	0	.00	0
91-21	TO WATER SEWER (421)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
94-01	TXFR TO GF OH ALLOC (001)	27344	.00	0	54688	.00	0	.00	328128	328128.00	0
94 **	INTERFUND TRANSFER	27344	.00	0	54688	.00	0	.00	328128	328128.00	0
FUND 423	TOTAL *****										
	STORMWATER UTILITY	251590	220664.04	88	443193	224049.17	51	594166.39	2959237	2141021.44	28
GRAND	TOTAL *****										
		251590	220664.04	88	443193	224049.17	51	594166.39	2959237	2141021.44	28

CITY COUNCIL AGENDA ITEM

Memo Date: 12/13/2024
Agenda Date: 1/14/2025
Prepared By: Zoie Badalov
Through: Rebecca Bowman, Finance Director
Stockton Whitten, City Manager
Requested Action: Informational Item Only

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized “contingency” as of November 30th, 2024. 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.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

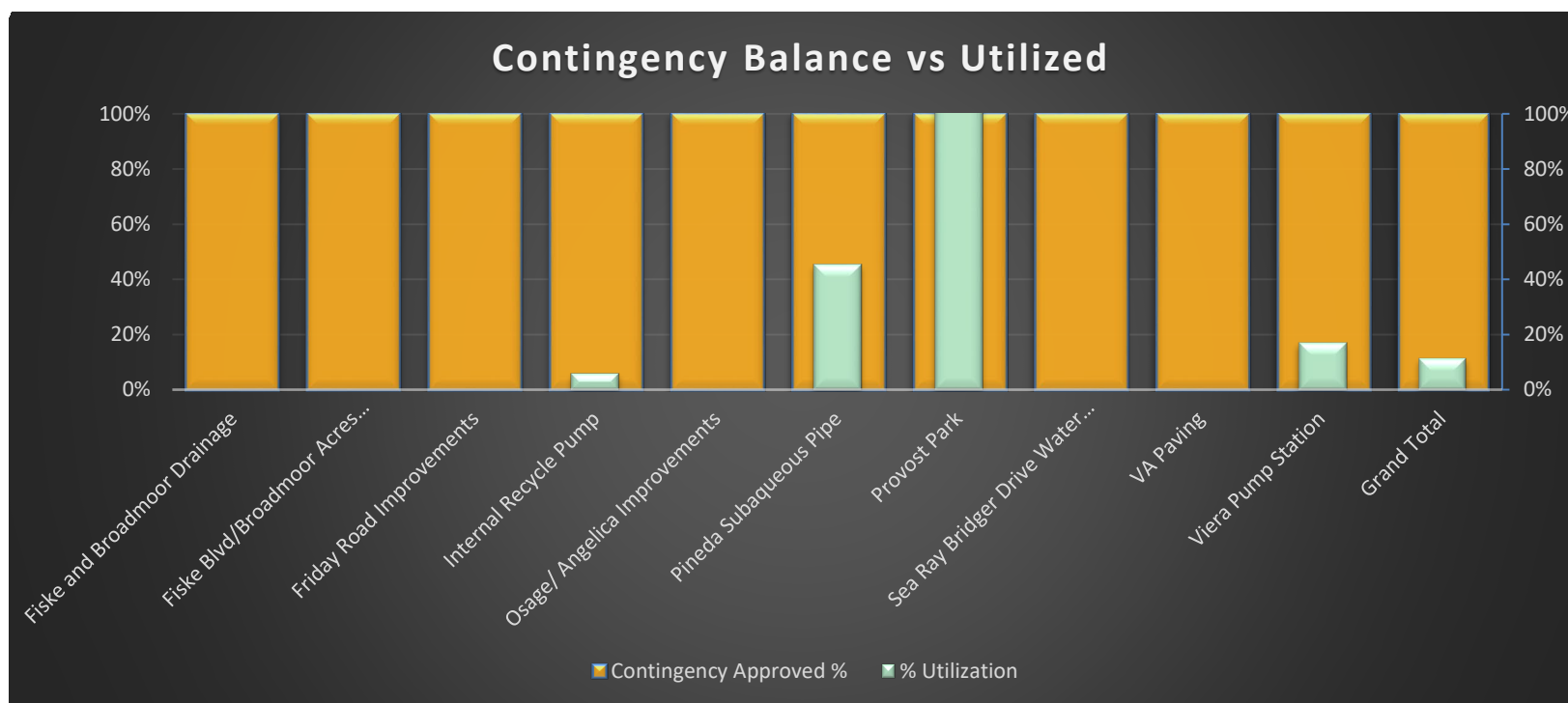
RECOMMENDED MOTION:

Informational Item Only

FY 2025 Change Orders - CM authorized to execute

Applied to Contingency										As of: Period 2					
Project #	Project Description + Details	Construction contract not to exceed \$	Labels	Resolution #	Requisition #	Requisition Amount	All Fiscal Years Cumulative	FY22 Cumulative Requisitions	FY23 Cumulative Requisitions	FY24 Cumulative Requisitions	FY25 Cumulative Requisitions	Cumulative Expenditures	FY2025 Expenditures	FY2024 Expenditures	FY2023 Expenditures
WS22IR	Internal Recycle Pump														
Op. Rev.		12,797,176	Total approved	2023-103											
Project Manager:	Francis Palmieri	1,297,938	Contingency and other costs authorized	2024-005											
Account #:	421-4120-536.63-00	11,499,238	Exp authorized before contingency												
	424-4055-536.63-00														
	424-4120-536.63-00														
Vendor:	Wharton-Smith Inc.			FY2024	47027	1,366,175	Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
PO #:	81414				47027-1	10,133,063	11,581,208	-	-	11,581,208	-	\$ 4,063,841	\$ 1,333,908	\$ 4,063,841	\$ -
		1,215,968			47027-2	81,970									
PWFBPP	Provost Park Improvements														
Op. Rev.		1,969,004	Total approved	2023-100											
Project Manager:	Abigail Morgan	80,000	Contingency and other costs authorized												
Account #:	001-3580-519.63-00	1,889,004	Exp authorized before contingency												
	001-3580-519.63-07														
	001-3580-519.64-00														
Vendor:				FY2024	47163	697,853	Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
PO #:	81560	-			47163	49,977	1,969,004	-	-	1,969,004	-	\$ 1,693,920	\$ -	\$ 1,693,920	\$ -
					47163	1,213,174									
					47163	8,000									
					0	-									
AFBP22 & PW08SP	Annual Street Paving														
Op. Rev.		950,000	Total approved	2023-064											
Project Manager:	Abigail Morgan	26,796	Contingency and other costs authorized												
Account #:	001-3510-541.63-00	923,204	Exp authorized before contingency												
Vendor:	VA Paving			FY2024	47376	443,982	Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
PO #:	81738	26,796			47376-1	479,222	923,204	-	-	923,204	-	\$ 923,204	\$ -	\$ 923,204	\$ -
					0										
WS21VP	Viera Pump Station														
Op. Rev.		917,070	Total approved	2023-015											
Project Manager:		83,370	Contingency and other costs authorized												
Account #:	424-4055-536.63-00	833,700	Exp authorized before contingency												
Vendor:	L7 Construction			FY2023	46161	833,700	Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
PO #:	80814	66,061			46161-2	11,042	851,009	-	833,700	17,309	-	\$ 788,278	\$ 62,730	\$ 748,378	\$ 39,900
WS21SC	Sea Ray Bridger Drive Water Main Relocation														
Op. Rev.		4,839,476	Total approved	2022-134											
Project Manager:	John Perrin	439,952	Contingency and other costs authorized												
Account #:	424-4055-536.63-00	4,399,524	Exp authorized before contingency												
	Atlantic Development Cocoa			FY2023	45843	4,399,524	Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
	80537	143,002			45843-1	278,890	4,696,474	-	4,696,474	-	-	\$ 4,441,828	\$ -	\$ 2,023,502	\$ 2,418,326
GR2108	Fiske Blvd/Broadmoor Acres Drainage Improvement														
Op. Rev.		305,347	Total approved	2022-025											
Project Manager:	Frank Mirabito	42,500	Contingency and other costs authorized	2024-044											
Account #:	303-3570-538.63-08	262,847	Exp authorized before contingency												
	424-4055-536.63-08														
	Tiera Inc.			FY2022-303	44454	197,135	Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
	79493	42,500		FY2022-424	44454-1	65,712	262,847	262,847	-	-	-	\$ 169,109	\$ 39,985	\$ 169,109	\$ -

Project #	Project Description + Details	Construction contract not to exceed \$	Labels	Resolution #	Requisition #	Requisition Amount	All Fiscal Years Cumulative	FY22 Cumulative Requisitions	FY23 Cumulative Requisitions	FY24 Cumulative Requisitions	FY25 Cumulative Requisitions	Cumulative Expenditures	FY2025 Expenditures	FY2024 Expenditures	FY2023 Expenditures
GR2108	Fiske Blvd/Broadmoor Acres Drainage Improvement														
Op. Rev.		8,540,647	Total approved	2024-043											
Project Manager:	Frank Mirabito	2,405,102	Contingency and other costs authorized	2024-090											
Account #:	303-3570-538.63-73	6,135,545	Exp authorized before contingency												
	423-3570-538.63-73														
	424-4055-536.63-73			FY2024	47365	5,698,026	Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
	Cathcart Construction Co. 81782				47365-1	437,520	6,135,546	-	-	6,135,546	-	\$ 4,066,065	\$ 775,708	\$ 4,066,065	\$ -
		2,405,101													
WS24LC	Osage/ Angelica Improvements														
Op. Rev.		4,089,124	Total approved	2022-018											
Project Manager:		371,739	Contingency and other costs authorized	2022-092											
Account #:	424-4120-536.63-00	3,717,385	Exp authorized before contingency	2023-054											
Vendor:	Atlantic Development of Cocoa			FY2024	47958	3,717,385	Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
	Vendor #: 05580						3,717,385	-	-	3,717,385	-	\$ 477,219	\$ -	\$ 477,219	\$ -
PO #:	82211			C.O. #1	0										
				C.O. #2	0										
		371,739		C.O. #3											
				C.O. #4											
WS24WP	Friday Road Improvements														
Op. Rev.		4,413,648	Total approved	2022-018											
Project Manager:		401,241	Contingency and other costs authorized	2022-092											
Account #:	424-4120-536.63-00	4,012,407	Exp authorized before contingency	2023-054											
Vendor:	Atlantic Development of Cocoa			FY2024	47960	4,012,407	Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
	Vendor #: 05580						4,012,407	-	-	4,012,407	-	\$ 1,312,145	\$ -	\$ 1,312,145	\$ -
PO #:	82212			C.O. #1	0										
				C.O. #2	0										
		401,241		C.O. #3	0										
				C.O. #4											



CITY COUNCIL AGENDA ITEM

Memo Date: 12/16/2024
Agenda Date: 1/14/2025
Prepared By: Brian Dale, Purchasing Manager
Through: Rebecca Bowman, Finance Director
Requested Action: Finance Department is providing details related to FY24 Surplus Revenue from Auction Sales.

BACKGROUND:

In accordance with Property Control policy, all surplus assets must be disposed of via Public Auction except for assets approved by Finance for Trade-in. City assets includes land, buildings, vehicles, tools, equipment, appliances, office furniture, and computers. The City has a contract with George Gideon Auctioneers Inc. to administer the auctions. The auctioneer will take photographs and post them on its website for online auction. Once sold, the auctioneer will receive a commission based on a percentage of the sale and send a check with the proceeds back to the City. Attached to this agenda is a list of all surplus property auctions completed for FY24. The total amount received broken out by fund is as follows:

General Fund	\$48,551.29
Utility Fund	\$162,137.79
Stormwater	\$2,576.10
Total	\$213,265.18

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted? N/A

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

PREVIOUS ACTION:

RECOMMENDED MOTION:

Finance Department is providing details related to FY24 Surplus Revenue from Auction Sales.



FY 24 Surplus Revenue from Auction Sales

#	Date	Settlement Number	Auction Type	Description	Item Total	Commission	Paid	Fund
1	Apr 23,2024	20240423- 12269732343-6752	Fleet	CITY OF COCOA: FORD TRANSIT CONNECT CARGO VANS (AU122697)	\$51,756.73	\$6,469.59	\$45,287.14	421
2	Apr 30,2024	20240430- 12274232343-6778	Fleet	CITY OF COCOA: '06 FORD F-550 DUMP, '16 FORD F-150 (AU122742)	\$44,878.69	\$5,609.84	\$26,427.16	421
3	Apr 30,2024	20240430- 12274232343-6778	Fleet	CITY OF COCOA: '06 FORD F-550 DUMP, '16 FORD F-150 (AU122742)			\$12,841.70	1
4	Aug 20,2024	20240820- 12357632343-7315	Fleet	CITY OF COCOA: '16 FORD F-150, '16 CHEVY IMPALA (AU123576)	\$14,405.23	\$1,800.65	\$10,676.08	421
5	Aug 20,2024	20240820- 12357632343-7315	Fleet	CITY OF COCOA: '16 FORD F-150, '16 CHEVY IMPALA (AU123576)			\$1,928.50	1
6	Aug 27,2024	20240827- 12358132343-7344	Fleet	CITY OF COCOA: '12 FORD F-650 XLT SEWER INSPECTION TRUCK & '09 FORD F-450 UTILITY (AU123581)	\$75,901.00	\$9,487.63	\$66,413.37	421
7	Dec 11,2023	20231211- 12193628317-6121	Equipment	CITY OF COCOA: MOBILE RADIOS (AU121936)	\$69.00	\$48.30	\$20.70	1
8	Jan 08,2024	20240108- 12200428317-6191	Equipment	CITY OF COCOA: LARGE LOT OF CONCRETE TRASH CANS (AU122004)	\$159.00	\$111.30	\$47.70	1
9	Jan 09,2024	20240109- 12182832343-6207	Fleet	CITY OF COCOA: 2014 CHEVY CAPRICE & 2016 CHEVY IMPALA (AU121828)	\$9,100.00	\$1,137.50	\$7,962.50	1
10	Jun 11,2024	20240611- 12308932344-6991	Fleet	CITY OF COCOA: '90 CHEVY P30 STEP VAN, '14 FORD F-150 (AU123089)	\$1,200.93	\$180.14	\$1,020.79	1
11	Jun 11,2024	20240611- 12308932343-6990	Fleet	CITY OF COCOA: '90 CHEVY P30 STEP VAN, '14 FORD F-150 (AU123089)	\$17,657.11	\$2,207.14	\$10,511.37	421
12	Jun 11,2024	20240611- 12308932343-6990	Fleet	CITY OF COCOA: '90 CHEVY P30 STEP VAN, '14 FORD F-150 (AU123089)			\$2,576.10	423
13	Jun 11,2024	20240611- 12308932343-6990	Fleet	CITY OF COCOA: '90 CHEVY P30 STEP VAN, '14 FORD F-150 (AU123089)			\$2,362.50	1
14	Jun 18,2024	20240618- 12309132344-7035	Equipment	CITY OF COCOA: CASE 590 SUPER N EXTENDAHOE BACKHOE LOADER (AU123091)	\$25,300.00	\$3,795.00	\$21,505.00	1
15	Mar 25,2024	20240325- 12258028317-6597	Equipment	CITY OF COCOA: WATER PUMPS, EXERCISE EQUIPMENT, DESKTOP COMPUTERS (AU122580)	\$3,773.00	\$2,641.10	\$861.90	1

#	Date	Settlement Number	Auction Type	Description	Item Total	Commission	Paid	Fund
16	Mar 25,2024	20240325- 12258028317-6597	Equipment	CITY OF COCOA: WATER PUMPS, EXERCISE EQUIPMENT, DESKTOP COMPUTERS (AU122580)			\$270.00	421
17	Nov 13,2023	20231113- 12177232344-6019	Equipment	CITY OF COCOA: FUEL TANKS & FILE CABINETS (AU121772)	\$715.00	\$107.25	\$607.75	421
18	Nov 13,2023	20231113- 12177228317-6018	Equipment	CITY OF COCOA: FUEL TANKS & FILE CABINETS (AU121772)	\$25.50	\$17.85	\$7.65	421
19	Oct 02,2023	20231002- 12147528317-5818	Equipment	CITY OF COCOA: OZONE MONITORS, SOLAR PANELS, TRANSFORMERS AND MORE (AU121475)	\$6,457.56	\$4,520.29	\$1,937.27	421
Total					\$ 251,398.75	\$ 38,133.58	\$ 213,265.18	

Fund Breakdown

001 Fund	\$48,551.29
421 Fund	\$162,137.79
423 Fund	\$2,576.10

CITY COUNCIL AGENDA ITEM

Memo Date: 12/16/2024
Agenda Date: 1/14/2025
Prepared By: Brian Dale, Purchasing Manager
Through: Rebecca Bowman, Finance Director
Requested Action: Report to Council of the Local Preference Award Listing for FY24.

BACKGROUND:

On January 8, 2023 City Council approved an ordinance to include local preference when awarding bids. Local preference is to be used when the lowest bidder is not located within Brevard County and when the second bidder is both located in Brevard county and submits a bid price that is within 5% of the lowest bid. In this situation the local vendor would be given the opportunity to match the lowest bid price in order to be awarded the work.

During FY24, the Purchasing Division published a total of 5 competitive solicitations of which 6 awards were made. Bids were evaluated based upon completeness of bid package, responsiveness of bidder, lowest most responsible pricing, deliverable and past performance. Of the 6 awards, there were 3 agreements with local vendors, however local preference credit was not a factor used in any award determinations.

Based on the results of bid evaluations and utilizing a 5% local vendor preference, there were no bids where a local vendor submitted a bid within 5% of the lowest bidder which would have allowed the local vendor to match the lowest bid. There were 2 bids where the second bidder was within 5%: however, the second bidder was not eligible for local preference.

The attached summary of local vendor awards is provided for reference.

Local vendor preference will continue to be utilized per the Finance Operations Manual Sec. 2-4 for competitively sealed bid solicitations by use of Vendor Link, Public Ad - Florida Today and the City's website.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted? N/A

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

PREVIOUS ACTION:

RECOMMENDED MOTION:

Report to Council of the Local Preference Award Listing for FY24.



Purchasing

65 Stone Street • Cocoa, FL 32922

PHONE: (321) 433-8833

EMAIL: purchasing@cocoaf.l.gov

Fiscal Year 2024 Local Preference Analysis on Solicitations

December 16, 2024

Item	Contract #	Vendor	Contract Title	Procurement Method	Contract Type	Division	Local Preference Used?	Awardee is Local Vendor?	Local Preference Used?2	2nd Bidder within 5%	2nd Bidder Local
1	B-24-06-COC	Doug Wilson Enterprises, Inc.	Lee Wenner Park Parking Improvements	Invitation for Bid	Construction	Community Services, Public Works/Grounds	No	Yes	No	No	Yes
2	B-24-07-COC	Patriot Response Group LLC	Rehabilitation of 1058 Grove Avenue	Invitation for Bid	Construction	Community Services/Economic Development	No	No	No	No	No
3	FQ-24-001924	JJ Design & Construction Inc.	Rehabilitation of 1045 Broadmoor Dr	Request for Quotation	Construction	Community Services	No	Yes	No	Yes	No
4	P-24-04-COC-A	Inspire Placemaking Collective, Inc.	Cocoa CRA Development Plan Update	Request for Proposal	Professional Service	Community Services/Economic Development	No	No	No	No	No
5	P-24-04-COC-B	Inspire Placemaking Collective, Inc.	Diamond Square CRA Development Plan Update	Request for Proposal	Professional Service	Community Services/Economic Development	No	No	No	No	No
6	SLA-04-09-2024	COTG 2021, LLC	AFTER HOURS DRUG TESTING SERVICES	Request for Quotation	Supply and Service	Admin. Services/Human Resources	No	Yes	No	Yes	No

CITY COUNCIL AGENDA ITEM

Memo Date: 01/09/2025
Agenda Date: 1/14/2025
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action: N/A

BACKGROUND:

Informational Only - Bi-weekly Report from December 6, 2024 - January 9, 2025.

PRIORITY AREA CONNECTION:

Community Outreach and Engagement
Organizational Effectiveness

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

N/A



Office of the City Manager

65 Stone Street • Cocoa, FL 32922

PHONE: (321) 433-8660

To: Mayor and City Council Members

From: Stockton Whitten, City Manager

Date: December 6, 2024 – January 9, 2025

Subject: Council Update Report

This report is intended to serve as a departmental update to City Council. While not all inclusive, it should provide you with an idea of key activities departmental staff are involved in. If you have any questions on any of the items, please feel free to contact me.

Administrative Services

- Records request stats: 6 received/ 5 closed out - \$0 collected in fees
- Employment opportunities link: <https://www.governmentjobs.com/careers/cocoafl>
- New employees
 - Wadner Olivier – Payroll Specialist, Finance/General Accounting, December 9, 2024
 - Sydney Wohlrab – Custodial Worker, Public Works/Facilities, December 9, 2024
 - Jason Brimm – Code Enforcement Officer, Police/Code Enforcement, December 30, 2024
 - Breanna Earley – Assistant City Clerk, Administrative Services/City Clerk's Office, December 30, 2024
 - Justin Simpson – Code Enforcement Officer, Police/Code Enforcement, December 30, 2024
 - Jeremy Bartrom – Meter Reader, Finance/Utilities Support Services, January 6, 2025
- Recent promotions
 - Brian Turner – Maintenance Worker II, Utilities/Water Field Operations, December 9, 2024
 - Branda Marchica – Police Sergeant, Police/Administration, January 6, 2025
 - Will Stephenson – Police Sergeant, Police/Administration, January 6, 2025

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- Upcoming retirements
 - Amy Moon – Police Sergeant, Police/Administration, January 31, 2025 (25 years of Service)
 - David Roe – Mechanic II, Utilities/Water Field Operations, January 31, 2025 (22 years of Service)
 - Jan Page – Receptionist, Utilities/Administration, February 28, 2025 (27 years of Service)
 - Kathy Dorans – Communications Supervisor, Police/Communications, April 1, 2025 (31 years of Service)

Communication and Economic Development

- Media Stories:
 - [Cocoa Police Department Officer Completes Field Training, Now Assigned to Charlie Squad](#)
 - [Cocoa Police Department Flag Flies at Half Mast to Honor Former President Jimmy Carter](#)
 - [Cocoa Tigers celebrate third straight championship](#)
 - [City of Cocoa Celebrates Cocoa High's Three-Peat Championship Title at Riverfront Park](#)
 - [City celebrates Cocoa High School's 3rd straight football state championship win](#)
 - ['This is life-changing:' Cocoa High's 3rd straight state title celebrated](#)
 - [Cocoa football celebrates third straight championship](#)
 - [City of Cocoa Economic Development Showcase and Business Market Event Ser Jan. 15](#)
 - [How do I know if my city water has fluoride in Florida? Cities that do, don't fluoridate](#)
 - [Florida House Representative Tyler Sorois Sets Legislative Delegation Meeting for Jan. 29](#)
 - [Cocoa Police Conducting Training Exercises in Merritt Island at Island Lincoln Mercury](#)
- New News Releases:
 - [Annual Water System Maintenance: February 22-March 22, 2025](#)
 - [2024 City of Cocoa Accomplishments](#)
- Upcoming Events:
 - City of Cocoa Economic Showcase and Business Market, January 15, 2025, 4-6:30pm, Cocoa Civic Center
- Social media/e-newsletter statistics
 - [Facebook](#)
 - Post reach: 31,988
 - Post engagement: 7,274
 - Followers: 16,645
 - [Twitter](#)

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- Followers: 3,591
- LinkedIn
 - Post impressions: 1,687
 - Followers: 1,348
- NextDoor
 - Impressions: 3,068
 - Members: 5,710
- December e-newsletter (Sent 12/6/24)
 - Sent to 786 contacts
 - 45% open rate (average open rate for e-mail marketing in 2024 is 20%)
- January e-newsletter (Sent 1/6/25)
 - Sent to 786 contacts
 - 48% open rate (average open rate for e-mail marketing in 2024 is 20%)
- Next printed FYI Newsletter mails April 1, 2025.
- Upcoming special events at Leisure Services facilities:
 - **Peace March and Service honoring Dr. Martin Luther King, Jr. And gains secured by the Civil Rights Movement**
 - January 20, 2025, 2-5pm
 - Riverfront Park
 - **Space Coast Writers Guild Book Fair**
 - February 1, 2025, 10am-3:30pm
 - Myrt Tharpe Square Gazebo
 - **6th Annual Dirty Oar Brewer Bash to support the Survive First Foundation**
 - February 1, 2025, 12-5pm
 - Riverfront Park
 - **HCVMS Valentines Day Sip and Stroll**
 - February 15, 2025, 5-9pm
 - Cocoa Village and Myrt Tharpe Square Gazebo

Community Services – update 1/6/25

- **New businesses –December 1 – 31, 2024**

Commercial Business Name / DBA	Physical Address	# FT Employees	# Pt Employees	Council District	Description
Forgotten Block, LLC	204 Brevard Ave, 32922	2	0	1	Butcher Shop & Grocery Store
Quality Stevedoring Services	1515 N Cocoa Blvd #104	2	0	2	Temp Employment Services

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Quality Labor Management, LLC	1515 N Cocoa Blvd # 104	2	0	2	Temp Employment Services
Twelve Gemstones, LLC	222 King Street, 32922	0	0	1	Handmade Jewelry & gemstones Sales
Petals Party Rentals DBA Paint w/a Twist	109 King Street, 32922	0	3	1	Painting & Sip Business
EightySix Ninety LLC	301 Brevard Ave Unit # 2, 32922	3	0	1	Womens clothing sales
The Old Florida House LLC	406 Florida Ave, 32922	1	0	1	Event Rental Venue -
Tablecloth World DBA HireQuest Direct	801 Dixon Blvd # 1139, 32922	1	0	2	EMPLOYMENT SERVICE GROUP
Wine Lady Cocoa Village, LLC	234 Brevard Ave, 32922	0	7	1	Retail Beer & Wine New Owner
Lucia Jewelry, LLC	12 Stone Street, 32922	0	0	1	Jewelry Sales /
Yushun Inc, DBA Tokyo Therapy	1231 W King Street, 32922	1	1	1	Massage Therapy
Home Business BTR	Physical Address	# FT Emp loyes	# PT Empl oyees	Cou ncil Dist rict	Description
Kilo Charlie Consulting, Inc	772 Cressa Circle, 32922	1	0	3	Flight operations consulting
Martin's Detailing, LLC	1349 MyCroft Drive, 32926	0	0	3	Auto & Marine Detailing Mobile
Marsh Construction, LLC	2253 Archer Court, 32926	1	0	3	Building Contractor

December 1-31 building inspections – 242

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December 1-31 building permits issued – 194

Finance

- Christi Grant, Senior Accountant, has been selected to participate in FGFOA's week-long Leadership Class 2025. The 2025 Leadership FGFOA program focuses on You, Your team, Your organization and Your interaction with the broader governmental environment. This focus allows for a robust, rewarding and career-changing week for Florida's current and future financial leaders. There are only 20 individuals chosen for each FGFOA Leadership Class and their participation in this program will make an impact on their organizations, the FGFOA and the financial leadership of Florida.
- Diane Kozlak, Senior Buyer & Contracts Agent, has achieved the Certified Professional Public Buyer certification from the Universal Public Procurement Certification Council (UPPCC). UPPCC Certifications are applicable to all public procurement personnel in federal, state, provincial, territorial and local government organizations and are the recognized gold standard in public procurement. The designation demonstrates an individual's comprehensive mastery of public procurement. Requisite levels of education and professional experience are required to apply.
- The City received notification from S&P on November 26, 2024, that the City's bond rating was raised from "A+" to "AA-" while affirming a stable outlook. The A+ rating demonstrates that the City has strong capacity to meet its financial commitments but is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than debt issuers in higher-rated categories. The rating increase to the AA- category demonstrates that the City has very strong capacity to meet its financial commitments. It differs from the highest-rated debt issuers only to a small degree. Higher bond ratings assist the City when issuing debt (bonds) by lowering interest rates because the City has demonstrated that they are a low-risk debt issuer.
- Reconciliation of costs for the Michael C. Blake subdivision has been completed and provided to the City Manager.
- Preparation of the FY2024 Annual Comprehensive Financial Report (ACFR) is underway. The financial audit is planned for the middle of February, with issuance of the financial statements anticipated to be completed by March 31, 2025. Federal Single Audit will also apply to the FY2024 audit due to the level of federal grant spending in FY2024. Any organization that spends over \$750,000 in federal funding/fiscal year is subject to a federal single audit, where major federal grant programs are audited for internal controls over compliance and accuracy in reporting on the Schedule of Expenditures of Federal Awards (SEFA) schedule that is included in the ACFR.

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- Staff is working with FEMA for reimbursement of costs incurred from Hurricane Milton that occurred in October 2024.
- The Finance Department was awarded GFOA's Distinguished Budget Award for the FY2025 budget. This document can be found on the City's web site. The department achieved the highest ratings for the FY2025 budget document than in the last six year's submittals.

Fire Department

- The FireBlast training trailer has been returned to Fire Station 1.
- Recruit Firefighters graduated from Fire School (EFSC) on May 29th,2024 and have been added to staffing as full-time employees.
- Multiple Public Relations events attended by crews.
- New Brush truck arrived August 2024 and is currently awaiting modifications at Fleet.
- Crews worked several special events in downtown Cocoa Village over the last month with several more on the calendar.

Information Technology

- Project updates/highlights
 - Upgraded Hardware procured for CH Hosts
 - UCP Operational for deployment
 - Valencia College intern continues assignment in IT
- Helpdesk stats as of 9/20/2024
 - 151 open helpdesk tickets
 - 498 new tickets opened in last 30 days
 - 462 tickets closed/resolved in last 30 days
 - 5359 tickets opened in last 365 days

Police Department Updated 10/07/24-11/8/24

- Activity/Event highlights
 - Sworn in Officer Romo and Zayas on 11/4/24
- New project/training updates
 - 3 officers graduated from SWAT school on 10/25
- Chief's walk highlights
 - District 4 near Beverly Rd 10/23
- Community engagement highlights/events
 - Attending Boys and Girls Club meeting on 10/23/24
 - Truck or Treat event on 10/27
 - Attended Melbourne PD ribbon cutting event for new police department on 11/01
 - Attended the Kg competition on 11/08

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- Call stats-Crime Stats: January 1, 2024- November 7, 2024 (For comparison purposes January 1, 2023-November 7, 2023, data is also included)
 - Property Crimes Offenses have decreased by 5%.
 - Violent Crime Offenses decreased by 9%
 - Overall, crime offenses have decreased by 7%.
- Code Enforcement stats/highlights/Activity:

Code Enforcement stats/highlights/Activity:
October 7, 2024- November 8, 2024

Active Cases	30
Complied Cases	10
Code Board Cases scheduled for	0
Snipe Signs Pulled	72

Highlights:

- Working on Outstanding Business Tax Receipts.
- Working on increased lien reduction requests as a result of compliance being achieved and PD Assist calls – public health/safety.
- Working on streamlining lien reduction process / allowing consistently for one board hearing for lien reductions.
- Working on amending cities noise ordinance
- Working to resolve Hot Topics: Homeless camps & blighted vacant lots on US-1 & Bracco Pond & zoning violations.

Other Mention

- October Code Board hearing was canceled due to Hurricane Milton / scheduled cases will be heard at November hearing.
- Code staff assisted with Cities Damage assessment team after Hurricane Milton

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Public Works

- Major project updates
 - Fiske and Broadmoor Acres – Under Construction
 - Lee Wenner Park Parking Lot Improvements Project – Under Construction
- Work order stats (received/closed)
 - 123 received
 - 109 closed
 - Residential Bulk Green Waste Requests This Period: 119
- Projects of interest managed by other agencies (FDOT, County, Brightline, etc.)
 - FDOT
 - SR 524 PD&E Study (437983-1) – In Progress
 - SR 501 Safety Project (447085-1) – Under Construction
 - SR 528 Widening and Reconstruction (407402-3) – In Design
 - SR 520 Safety Project Cox to Aurora (445689-1) - Under Construction
 - SR 520 Safety Project Aurora to Causeway (442885-1) - Under Construction
 - Brightline/FEC
 - SCTPO wrapping up the Intermodal Station Feasibility Study.
 - RCE Grant Application – 4 quadrant gates at W. Highland crossing – Submitted by SCTPO.

Utilities

- Capital Project Updates: <https://www.cocoafl.org/1660/Utilities-Capital-Improvement-Projects>
- Operations – September
 - WFO Issued Work Orders – 1,097
 - WFO Completed Work Orders – 970
 - Hydrants Flushed – 474
 - Valves Exercised – 13
 - Utility Locate Requests – 2,360
 - SFO Issued Work Orders – 121
 - SFO Completed Work Orders – 84

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CITY COUNCIL AGENDA ITEM

Memo Date: 01/09/2025
Agenda Date: 1/14/2025
Prepared By: Monica Arsenault, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action: Informational Only.

BACKGROUND:

The City of Cocoa currently has several vacancies on various boards and committees. This agenda item provides an overview of these vacancies, eligibility criteria and the application process for interested residents.

Current/Upcoming Vacancies:

Board of Adjustment

- 3 Regular member vacancies
- 2 Alternate member vacancies

Code Enforcement Board

- 1 Alternate member vacancy

Planning and Zoning

- 1 Regular member vacancy

Police Advisory Board

- 3 Regular member vacancies

Sustainability Advisory Board

- 4 Regular member vacancies, 3 terms expiring January 11, 2025

Eligibility Criteria:

- Must be a resident or owner of real property within the City limits of Cocoa.
- Must consent to a criminal background check.
- Be duly registered to vote in Brevard County.

- Must meet any other specific qualifications outlined in the board/committee's bylaws.
- Code Board: Additionally, appointments shall be made in accordance with applicable law and ordinances on the basis of experience or interest in the subject matter jurisdiction of the respective code enforcement board, in the sole discretion of the local governing body. The membership of each enforcement board shall, whenever possible, include an architect, a businessperson, an engineer, a general contractor, a subcontractor, and a realtor. § 162.05, Fla. Stat.
- CRA Boards: Additionally, any person may be appointed as commissioner if he or she resides or is engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the area of operation of the agency, which shall be coterminous with the area of operation of the county or municipality, and is otherwise eligible for such appointment under this part. § 163.356, Fla. Stat.
- Police and Fire Pension: Additionally, special rules apply. Chs. 175 and 185, Fla. Stat.
- Cocoa Housing Authority: Additionally, special rules apply. Mayor appoints and Council approves per Ch. 421, Fla. Stat.

Application Process:

Interested residents can apply on the City of Cocoa's website at www.cocoafl.gov under Your Government> Boards and Committees> Vacancies.

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Informational Only.