



**COCOA REDEVELOPMENT AGENCY BOARD
SPECIAL MEETING AGENDA**

DATE: Tuesday, January 23, 2018
TIME: 5:30 p.m.

LOCATION: Cocoa City Hall
65 Stone Street

-
- I. **CALL TO ORDER**
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE
 - II. **APPROVAL OF AGENDA AND MINUTES**
AGENDA: Special Meeting of January 23, 2018
MINUTES: Regular Meeting of January 9, 2018
 - III. **DELEGATIONS**
 - IV. **PRESENTATIONS**
 - V. **ACTION ITEMS**
 1. Budget Transfer to Infrastructure
 - VI. **ATTORNEY'S REPORT**
 - VII. **AGENCY MEMBERS AND STAFF REPORTS - None**
 - IX. **NEXT MEETING DATE**

The next regularly scheduled meeting of the Cocoa Redevelopment Agency will be held on Tuesday, February 13, 2018 at 5:00 PM in the Council Chambers located in Cocoa City Hall, 65 Stone Street, Cocoa, Florida.
 - X. **ADJOURNMENT**

NOTICE TO THE PUBLIC:

This is a public meeting. All interested parties may attend. The facility wherein this meeting will be held is accessible to the physically handicapped. Please be advised that more than one member of the City Council may attend.

Pursuant to Section 286.0105, *Florida Statutes*, the City hereby advises the public that: if a person decides to appeal any decision made by this board 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 insure 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 allowed by law. This agenda is posted on the Municipal Bulletin Board and at the Central Brevard Library and Reference Center in Cocoa for public review.

**MINUTES
CITY OF COCOA
COCOA COMMUNITY REDEVELOPMENT AGENCY
REGULAR MEETING
January 9, 2018**

The Cocoa Community Redevelopment Agency held a regular meeting at 5:07 p.m. at Cocoa City Hall, 65 Stone Street, Cocoa, FL. as publicly noticed.

I. CALL TO ORDER /ROLL CALL:

Henry U. Parrish, III	Chairman
Jeri Blanco	Vice Chairwoman
Don Boisvert	Agency member
Jan Stewart	Agency member
Ed Lanni	Agency member
Clarence Whipple Jr.	Agency member
Brenda Warner	Agency member
Anthony Garganese	Agency Counsel

Chairman Parrish called the meeting to order at 5:00 pm

PRESENT:

Henry U. Parrish, III	Chairman
Jeri Blanco	Vice Chairwoman
Jan Stewart	Agency member
Ed Lanni	Agency member
Clarence Whipple Jr.	Agency member
Anthony Garganese	Agency Counsel
Monica Arsenault	Recording Secretary

ABSENT:

Don Boisvert	Agency member
Brenda Warner	Agency member (arrived at 5:20pm)

STAFF PRESENT:

John Titkanich Jr., AICP, City Manager, Matt Fuhrer, Assistant City Manager, Karen Hamilton, Community Services Director, Larry Lallo, CEcD, EDFP, Economic Development Manager and Samia Singleton, Redevelopment Specialist.

Agency member Whipple, Jr. provided the invocation and Chairman Parrish led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

II. APPROVAL OF AGENDA /MINUTES:

- * **A MOTION was made by Agency member Whipple; SECONDED by Vice Chairwoman Blanco to approve the agenda for the regular meeting of January 9, 2018 as written.**

AYES: Parrish, Blanco, Whipple Jr., Stewart, Lanni

MOTION CARRIED UNANIMOUSLY (5-0)

- * **A MOTION was made by Agency member Whipple; SECONDED by Vice Chairwoman Blanco to approve the minutes of the regular meeting of December 12, 2017.**

AYES: Parrish, Blanco, Whipple Jr., Stewart, Lanni

MOTION CARRIED UNANIMOUSLY (5-0)

III. DELEGATIONS:

Delegations were done after the Waterfront Master Plan presentation.

Candace Rogers, 93 Delannoy Avenue, asked who will be applying for the Boating and Infrastructure Grant program and the FIND Grant. In response, City Manager Titkanich explained that the City has a Grants Administrator that will research grants that the City may be eligible for. He explained that the City also has federal lobbyists that will inform the City of other grants the City may be eligible for.

She inquired of Florida Fish and Wildlife grants and if the City is prepared to apply. In response, Assistant City Manager Fuhrer explained that the County will be the sole applicant for all local City governments.

Aleck Greenwood, 640 Brevard Avenue, expressed excitement regarding the Waterfront Master Plan. He asked about RFPs and timelines. In response, City Manager Titkanich explained that the RFPs will be released, ideally, on January 12, 2018.

IV. PRESENTATIONS:

1. 5-Year Waterfront Master Plan Presentation and Discussion

Agency member Whipple asked for clarification as to whether this is a three year plan or a five year plan. In response, City Manager Titkanich explained that it is still early to say for sure. He explained that consultants from Infrastructure Solutions and GAI/Community Solutions Group have come to give a presentation and to allow Council to provide input and ask questions. He explained that based on the results of this meeting and the public workshop on January 10, 2018, Council can then determine the length of the plan depending on the projects that are chosen.

Chairman Parrish shared a brief history of Riverfront Park, beginning in 1998. He expressed the importance of the Waterfront Master Plan and how much of an asset Riverfront Park is to the City.

Agency member Whipple expressed the importance of setting priorities. He stated that he felt that if priorities aren't set then none of the projects may ever come to fruition.

City Manager Titkanich explained that the idea is for Council to focus on the waterfront area and refine that vision while staff prepares to make an amendment to the entire plan as a whole. Once that is complete it will be brought before the Cocoa CRA for approval and then it will carry on to City Council for their approval.

City Manager Titkanich introduced Pete Sechler, Consultant for Infrastructure Solutions.

Mr. Sechler provided a brief summary of the Waterfront Master Plan and how they would like to approach it. He discussed the assignment and how they define it. He explained that they would like to build upon the 2008 CRA approved Master Plan and acknowledge any projects that have been completed since 2008 as well as recognize repair efforts due to Hurricane Irma. They would also like to incorporate projects that are already underway and include broad community input goals such as long term objectives, conceptual level planning, and order of magnitude budgeting. He asked Council to think about what they would like to incorporate into the plan as some priorities may have changed within the last ten years.

Mr. Sechler explained that Hurricane Irma, a strengthened economy, a community need, interest, and a previously approved Master Plan are some of the reasons why the Waterfront Master Plan needs to come to fruition.

Mr. Sechler introduced Mr. Brian Stahl, consultant for GAI/Community Solutions Group. Mr. Stahl expressed that GAI/Community Solutions Group feels privileged to be able to have worked with the City over the last fifteen years to try and make a difference in Cocoa. He explained that they have a strong capability to be able to do streetscape and waterfront revitalization projects. He thanked the Agency for allowing GAI/Community Solutions Group to work with them.

Mr. Sechler provided a step by step conceptual Master Plan schedule and approach as well as an agenda for the January 10, 2018 workshop.

He presented a video that depicted damage from Hurricane Irma along Riverfront Park.

Mr. Sechler asked Council to give their input pertaining to three questions:

- How do you use the Waterfront today?
- How would you like to use the Waterfront in the future?
- What would a successful Waterfront Master Plan achieve?

Chairman Parrish shared that he would like to restore the boardwalk as well as clean up Lee Wenner Park so that visitors can see the river. He mentioned that a new T-dock and a Mooring Field is needed as well as a facilities building at Lee Wenner Park.

Chairman Parrish and Agency member Warner both agreed that one of the most popular requests by citizens is a fishing pier.

Agency member Warner shared that many visitors would like to have easier access to get in and out of the water for both swimming and kayaking activities. She mentioned that when triathlons are held participants have to jump from the t-dock to get into the water.

Chairman Parrish shared concerns regarding safety and stated that the Agency had already passed money for lighting, clean up and security.

Discussion was held on building a concession for things such as kayak rentals or a small ice-cream or hotdog concession.

Agency member Whipple suggested having places to sit along the Riverwalk so visitors can enjoy the view.

Deputy Mayor Blanco expressed the importance of the boardwalk and how important it is to revitalize it correctly. She also mentioned the possibility of going green.

The Agency invited everyone to attend the public workshop to discuss the Waterfront Master Plan in more detail on Wednesday, January 10, 2018.

V. ACTION ITEMS:

NONE

VI. ATTORNEY'S REPORT:

NONE

VII. UPDATED AND STAFF REPORTS:

1. Budget Transfer to Professional Services

Ms. Samia Singleton explained that staff completed a budget transfer to correct a negative balance of one dollar in the Professional Services Account. The negative balance was due to a rounding error for the cost of demolition of the former Coast Guard Auxiliary building and playground equipment at Lee Wenner Park. The transfer resulted in a deduction of one dollar from the Operating Supplies Account and an increase of one dollar to the Professional Services Account.

- * **A MOTION was made by Agency member Whipple; SECONDED by Agency member Stewart to approve a budget transfer of one dollar from the Operating Supplies Account to the Professional Services Account.**

AYES: Parrish, Blanco, Warner, Whipple, Stewart, Lanni

MOTION CARRIED UNANIMOUSLY (6-0)

VIII. NEXT MEETING DATE:

The next scheduled meeting of the Cocoa Community Redevelopment Agency will be held on Tuesday, February 13, 2018 at 5:00 PM in the Council Chambers located at Cocoa City Hall, 65 Stone Street, Cocoa, Florida.

X. ADJOURNMENT:

- * **MOTION made by Agency member Warner; SECONDED by Agency member Whipple to adjourn the regular meeting of January 9, 2018.**

AYES: Parrish, Blanco, Whipple Jr., Warner, Stewart, Lanni

MOTION CARRIED UNANIMOUSLY (6-0)

MEETING WAS ADJOURNED AT 5:58 pm

Henry U. Parrish III, Chairman

Respectfully Submitted By:

Monica Arsenault, Recording Secretary



AGENDA ITEM V – 1
Budget Transfer to Infrastructure

MEMO DATE: January 17, 2018
AGENDA DATE: January 23, 2018
PREPARED BY: Samia Singleton, Redevelopment Specialist
REQUESTED ACTION: Approve a budget transfer of \$27, 910 from the Other Grants and Aids Account to the Infrastructure Account to cover the costs of construction of the Lee Wenner Park Riverfront Connector.

BACKGROUND

The Cocoa Community Redevelopment Agency (CRA) adopted the Waterfront Master Plan in 2008. The CRA set priorities for tasks associated with the Master Plan, with one of those being the Lee Wenner Park Riverfront Connector. The riverfront connector would provide access between Lee Werner Park and Cocoa Village Marina for a pedestrian friendly walkway via the State Road 520 underpass.

SCOPE OF WORK

Construction of the Riverfront Connector is slated for February 2018. There has been a bevy of activity during the past two years to ensure successful completion of this important infrastructure project. The below table summarizes related activities and costs.

TIMELINE	CONSULTANT	SCOPE OF WORK	COSTS
August 2016	Frazier Engineering	Permitting & final construction plans	\$30,660
March 2017	C & D Construction	Awarded contract to construct connector	\$363,770
July 2017	Mead & Hunt *	Retained for construction engineering, and inspection (CEI) services	\$28,140

* Formerly Quentin L. Hampton Associates, Inc.

The estimated Lee Wenner Park Riverfront Connector project cost of \$364,000 was budgeted by the CRA for Fiscal Year 2018.

The actual cost for CEI services and construction of the riverfront connector is \$391,910, resulting in a budget shortfall of \$27, 910.

A transfer of funds is necessary to cover construction of the riverfront connector.

BUDGETARY IMPACT

The Other Grants and Aids Account contains the Commercial Façade Improvement Program (CFIP) Grant. With a current unencumbered balance of \$35,000, this budget transfer will result in a deduction of \$27,910 from the Other Grants and Aids Account, leaving \$7,090 available for façade grants for the remainder of the fiscal year. Details of CFIP Grants funded in FY 2018 are as follows.

Address	Amount
607 Florida Ave	\$10,000
300 N. Cocoa Blvd.	\$5,000

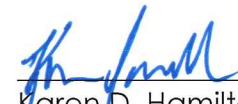
REVIEWED BY:

The City Manager, Community Services Director, Economic Development Manager and Finance Director have reviewed this agenda item.

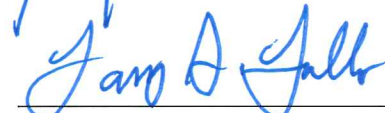
City Manager


John A. Titkanich, Jr., AICP, ICMA-CM

Community Services Director


Karen D. Hamilton

Economic Development Manager


Larry J. Lallo, CECD EDFP

Finance Director

 1.18.18
Teri Butler

REQUESTED MOTION

Approve a budget transfer of \$27, 910 from the Other Grants and Aids Account to the Infrastructure Account to cover the costs of construction of the Lee Wenner Park Riverfront Connector.



City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER		REQUESTING DEPARTMENT #: 3230		DATE PREPARED: 01/17/18			
FROM ACCOUNT(S)							
ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
(\$ 27,910)	110-3230-559.83-00		Other Grants and Aids	\$ 50,000	\$ 50,000	\$ 22,090	\$ 7,090
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
TOTAL				\$ 0	\$ 0	\$ 0	\$ 0
TO ACCOUNT(S)							
ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
\$ 27,910	110-3230-559.63-00	CS14LW	Infrastructure	\$ 919,000	\$ 906,294	\$ 934,204	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
TOTAL				\$ 0	\$ 0	\$ 0	\$ 0
REASON/JUSTIFICATION FOR ADJUSTMENT:							
A budget transfer to cover the shortfall in funds for the construction of the Lee Wenner Park Riverfront Connector. The CRA awarded C & D Construction the contract to construct the Riverfront Connector, for a total cost of \$363,770. Mead & Hunt (formerly Quentin L. Hampton Associates, Inc.) were retained for Construction Engineering and Inspection (CEI) services for a total of \$28,140. The CRA budgeted \$364,000 in Fiscal Year 2018 for the project. The total for both the CEI and construction of the riverfront connector is \$391,910, leaving a shortfall of \$27,910 in the budget. This transfer is going to the CRA board on 1/23/18.							
CITY COUNCIL APPROVAL REQUIRED? YES ☐ NO ☒				RESOLUTION #:			
City Council approval is needed for all transfers greater than \$50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.				DATE APPROVED: _____			
1/17/18	Samia Singleton	Digitally signed by Samia Singleton DN: cn=Samia Singleton, email=singleton@coconacounty.org, o=City of Cocoa, ou=City of Cocoa	1/18/18	Lea Taylor	Digitally signed by Lea Taylor Date: 2018.01.18 11:54:57 -0500		
Date	Requestor's Signature		Date	Finance Approval Signature		Date	Finance Director's Signature
1/18/18	Karen Hamilton	Digitally signed by Karen Hamilton Date: 2018.01.18 11:25:01 -0500	1/18/18	Lora Howell	Digitally signed by Lora Howell Date: 2018.01.18 11:58:12 -0500		
Date	Department Director's Signature		Date	Deputy Fin. Director's Signature		Date	City Manager's Signature
FINANCE USE ONLY:							
Date Entered: _____				Entered By: _____			
Approved 07/13				Group #: _____			
Revised eform 9/20/17 - IT							



June 26, 2017

Gary Palmer
Capital Projects Division Manager
City of Cocoa
155 N. Wilson Ave.
Cocoa, FL 32922

Email: gpalmer@cocoafl.org
Hard Copy Mailed Only on Request

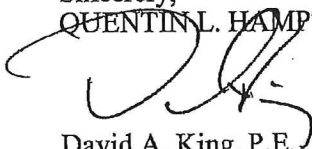
**Re: LEE WENNER PARK RENOVATION PROJECT/RIVERFRONT CONNECTOR
CEI SERVICES**

Dear Mr. Palmer,

Quentin L. Hampton Associates Inc. (QLH) is pleased to provide this revised Construction Engineering and Inspection (CEI) services proposal for this project. The attached task order addresses the work activities we understand to be required.

The attached task order is in conformance with our professional services agreement. We look forward to the opportunity to serve the City of Cocoa on this and future projects. If you have any questions or comments, please contact our office.

Sincerely,
QUENTIN L. HAMPTON ASSOCIATES, INC.



David A. King, P.E.
Vice President



Andrew M. Giannini, P.E.
Project Engineer

DAK/AMG:bf

Enclosures: Task Order
Estimated Manhour Schedule

cc: Project File
Billing File

**LEE WENNER PARK RENOVATION PROJECT/RIVERFRONT CONNECTOR
CEI SERVICES
TASK ORDER**

1. GENERAL

- 1.1. This Task Order is in conformance with the Agreement for Engineering Services ("Agreement") between the City of Cocoa ("CITY") and Quentin L. Hampton Associates, Inc ("QLH").

2. BACKGROUND

- 2.1. The CITY has planned for a sidewalk connection between Lee Wenner Park and the Cocoa Village Marina and Whitley Bay Promenade. The CITY acquired funding from the Florida Inland Navigation District (FIND) for the project.
- 2.2. The CITY contracted with Frazier Engineering (FE) for the design of the improvements.
- 2.3. The CITY desires QLH to provide Construction Engineering and Inspection (CEI) services.

3. SCOPE OF WORK/SUB-TASKS

3.1 CEI General

- 3.1.1. It shall be the responsibility of QLH to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.
- 3.1.2. Observe the Contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the CITY, and direct the Contractor to correct such observed discrepancies.
- 3.1.3. Inform the CITY of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor.

3.2 On-Site Inspection (Part-Time)

- 3.2.1. Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the project is constructed in reasonable conformity with such documents.
- 3.2.2. Maintain detailed accurate records of the Contractor's operations and of significant events that affect the work.

3.3. Sampling and Testing (N/A – By Contractor)

3.4. Engineering Services

3.4.1. Coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, QLH is not liable to the CITY for failure of such parties to follow written direction issued by QLH.

3.4.2. Services shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract.

3.4.3. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes.

3.4.4. Provide limited engineering services on behalf and in place of the Engineer-of-Record as allowed by State law and standard engineering practices.

3.5. Exclusions

3.5.1. All other work not described above is hereby excluded.

4. COMPENSATION

4.1. QLH proposes to complete the above stated work for an estimated fee of twenty-eight thousand one hundred forty and 00/100 dollars (\$28,140.00).

4.2. These fees are based on the attached estimated man hour schedule.

4.3. The sub-task lump sums include various allowances as shown in the attached schedule. Fees will be adjusted accordingly due to actual costs of the allowance items.

5. SCHEDULE

5.1. Construction contract is estimated 160 days to substantial and 200 days to final, per the bidding documents.

CITY OF COCOA
LEE WENNER PARK RENOVATION PROJECT/RIVERFRONT CONNECTOR
QLH ESTIMATED MANHOUR SCHEDULE

Task Order Reference	Description	Project Manager (hours)	Professional Engineer (hours)	Construction Project Representative (Inspector) (hours)	CADD Technician (hours)	Administrative Support (hours)	Subconsultant /Allowance Items	Total Task (\$)
3.1	CEI	\$175.00	\$140.00	\$65.00	\$75.00	\$50.00		
3.2.	Inspection	7	7	264	0	33	\$ -	\$ 21,015.00
3.4.	Engineering Services	15	15	0	6	33	\$ 300.00	\$ 7,125.00
	Subtotals	22	22	264	6	66	\$ 300.00	\$ 28,140.00
	TOTAL ALL TASKS	22	22	264	6	66	\$ 300.00	\$ 28,140.00

Subconsultant/Allowance Breakdown:

Description	Amount
Printing/Reproduction	\$ 300.00
Total	\$ 300.00

Notes:

1. Construction contract duration is 160 days to substantial, 200 days to final.
2. Estimated actual construction duration is 22 weeks.
3. Estimated hours based on 7 month duration and :
 - a. PM @ 1 hour per week
 - b. PE @ 1 hours per week
 - c. CPR @ 12 hours per week, at least 2 visits per week
 - d. AS @ 3 hours per week
4. Project construction estimate is \$489,700 per bid award.

FORM OF AGREEMENT
BID NO. B-17-03-COC
CITY OF COCOA

This Agreement made and entered into on the 7th day of March, 2017 by and between C & D Construction, Inc. hereinafter called the contractor and the City of Cocoa, a municipal corporation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the City.

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

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

ARTICLE 2. COMMENCEMENT AND COMPLETION - The Contractor will be required to commence work under this contract within seven (7) calendar days after the date of receipt by him of Notice to Proceed or Purchase Order, and substantially complete the work within one hundred sixty (160) days and totally complete all work in its entirety within two hundred (200) days of Notice to Proceed or Purchase Order. The Contractor agrees to reimburse the City of Cocoa, Florida, as liquidated damages for each calendar day elapsing between the date herein specified as the day of substantial or full completion and the actual day of such completion of the contract work, the amount of five hundred (\$500.00) per calendar day.

ARTICLE 3. THE CONTRACT SUM - The City will pay the Contractor for performance of the contract, subject to additions and deductions provided therein, in current funds as follows:

<u>Three Hundred Sixty Three Thousand Seven Hundred</u>	<u>\$ 363,770.00</u>
(Written in Words) <u>Seventy Dollars and Zero Cents</u>	(In Figures)

ARTICLE 4. PROGRESS PAYMENTS - Partial payments calculated from materials stored on the job site and completed work in place and acceptable to the City at the unit bid prices will be made on/or about the 15th of each month on pay estimates based on the previous month's progress. The Contractor shall, after the first of each month, submit invoice for materials used and work performed for the previous month. The owner will certify all invoices before presenting them for payment. A form of pay estimate, stating that the bill is fair and equitable and in exact accord with contract prices will be utilized for pay purposes. Ten percent (10%) of the amount due and payable to the Contractor will be retained from each month's partial payment. Final payment will be accomplished as prescribed in the Agreement and will be based on complete work in place. Also, the contractor shall: (1) Provide satisfactory evidence that it has acquired title to the materials that it has been paid for and that the material will be used to perform this contract, and (2) Provide a Consent of Surety for the progress payments.

ARTICLE 5. THE CONTRACT DOCUMENTS - The Notice to Contractors, Instructions to Bidders, General Conditions, Special Conditions, Specifications, Proposal, Agreement, Performance/Payment Bond, and Drawings form the contract and they are as fully as part of this contract as if the same were hereto attached or herein repeated. Unless otherwise provided in the Contract Documents, any conflicts between the aforementioned documents shall be resolved

in order of priority established in the City of Cocoa's purchasing manual at the time this Agreement is executed by both parties.

ARTICLE 6. LIABILITY INSURANCE -

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

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

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

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

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

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

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

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

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

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 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.

DURATION OF CONTRACTS-NAMED INSURED-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun.

ARTICLE 7. PERFORMANCE/PAYMENT BOND - The contractor shall furnish to the City concurrently with the execution of this contract a Performance/Payment Bond equal to 100% of the bid in the penal sum of \$ _____ with good and sufficient sureties, conditioned upon the performance of this contract by the Contractor in accordance with the terms and conditions hereof, within the time herein provided and with the additional obligation that such Contractor shall promptly make payment to all persons supplying him, labor, materials, and supplies, used directly by said Contractor in the prosecution of the work provided for in this contract.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 20. DEFAULT BY CONTRACTOR

- (a) The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement:
 - i. Contractor defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Contractor promptly takes and diligently pursues such action as are necessary therefore; or
 - ii. Contractor is adjudicated bankrupt or makes any assignment for the benefit of creditors or Contractor becomes insolvent, or is unable or unwilling to pay its debts; or
 - iii. Contractor has acted grossly negligent, as defined by general and applicable law, in performing the services hereunder; or
 - iv. Contractor has committed any act of fraud upon the City; or
 - v. Contractor has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.
- (b) Notwithstanding the aforementioned, in the event of a default by Contractor, the City shall have the right to exercise any other remedy the City may have by operation law, without limitation, and without any further demand or notice.

ARTICLE 21. TERMINATION - Notwithstanding any other provision of this Agreement, City may, upon written notice to Contractor, terminate this Agreement, without penalty, if: (a) Contractor is in default pursuant to Article 20, Default by Contractor; (b) contractor makes a general assignment for the benefit of its creditors; (c) Contractor fails to comply with any condition or provision of this Agreement; or (d) Contractor is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy City may have under this Agreement. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work properly performed prior to the effective date of termination.

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

ARTICLE 22. INDEMNIFICATION

- (a) For all services performed pursuant to this Agreement, the Contractor agrees to the fullest extent permitted by law, to indemnify and hold harmless the City and its employees and officers from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees through any and all administrative, trial and appellate proceedings), directly or indirectly arising from:
- i. Any default under this Agreement by Contractor; and
 - ii. Any negligent act, omission or operation of work related to all services performed under this Agreement by Contractor, and its employees, principals, agents, independent contractors, and consultants.
- (b) The indemnification provided above shall obligate the Contractor to defend as its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees and officers to the services under this Agreement whether the services be performed by the Contractor or anyone directly or indirectly employed by them. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included this indemnification provided herein, as long as said fees are no greater than at a rate of \$200 per hour.

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

- (a) Contractor is duly registered to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in the Agreement.
- (b) The undersigned representative of Contractor has the power, authority, and legal right to execute and deliver this Agreement on behalf of Contractor.

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

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

ARTICLE 26. ASSIGNMENT

- (a) Contractor shall not assign or subcontract this Agreement, any task authorization hereunder, or any rights or any Moines due or to become due hereunder without the prior, written consent of City.

- (b) If upon receiving written approval from city, any part of this Agreement is subcontracted by Contractor, Contractor shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.
- (c) If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Contractor who shall take immediate steps to remedy the situation.
- (d) If any part of this Agreement is subcontracted by Contractor, prior to the commencement of any work by the subcontractor, Contractor shall require the subcontractor to provide city and its affiliates with insurance coverage as set forth by the City.

ARTICLE 27. PUBLIC RECORDS

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

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

CONTRACTOR

Signed and sealed by the Contractor in the presence of:

BY: Curtis Deen
(CONTRACTOR) Curtis Deen, President

ATTEST: Brenda Deen
Brenda Deen, Secretary
CITY OF COCOA

Signed and sealed by the City in the presence of:

BY: John A. Titkanich, Jr.
(City Manager) John A. Titkanich, Jr., AICP, ICMA-CM
City Manager

ATTEST: Carle Shealy
Carle Shealy, City Clerk



SECTION 00500